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Admitted in Pennsylvania

March 30, 2021

VIA HAND DELIVERY

Mr. Adam Teitzman
Division of the Commission Clerk and Administrative Services
Florida Public Service Commission
2540 Shumard Oak Blvd.
Tallahassee, FL 32399-0850

REDACTED

**Re: Florida Power & Light Company and Florida City Gas
2020 Consummation Report, Docket No. 20190157-EI**

Mr. Teitzman:

Enclosed for filing in the above-referenced docket is Florida Power & Light Company’s (“FPL”) and Florida City Gas’s (“FCG”) Request for Confidential Classification of certain information provided in exhibits to the 2020 Consummation Report. The Request for Confidential Classification includes Exhibits A, B (two copies), C and D.

Exhibit A consists of the confidential documents, and all the information that FPL and FCG assert 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 the Request for Confidential Classification. Exhibit D contains the declaration in support of the Request for Confidential Classification.

If you or your staff have any question regarding this filing, please contact me at (561) 691-7144.

Respectfully submitted,



Christopher T. Wright
Authorized House Counsel No. 1007055

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Enclosures

BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION

In re: Application of Florida Power & Light Company and Florida City Gas for Authority to Issue and Sell Securities During the Calendar Years 2020 and 2021 Pursuant to Section 366.04, Florida Statutes, and Chapter 25-8, Florida Administrative Code

Docket No: 20190157-EI

Date: March 30, 2021

FLORIDA POWER & LIGHT COMPANY AND FLORIDA CITY GAS'S REQUEST FOR CONFIDENTIAL CLASSIFICATION

Pursuant to Section 366.093, Florida Statutes, and Rule 25-22.006, Florida Administrative Code, Florida Power & Light Company ("FPL") and Florida City Gas ("FCG") (collectively "Companies") hereby submit their Request for Confidential Classification of certain material ("Confidential Documents") filed as an exhibit to the joint Consummation Report served by FPL and FCG in the referenced docket on March 30, 2021. In support of this Request, the Companies state as follows:

1. On March 30, 2021, the Companies filed a confidential copy of their Consummation Report in the referenced docket, along with a number of exhibits including term loan agreements identified as Exhibits 1(t), 1(u), and 1(v), as well as a signed opinion of the Companies' legal counsel identified as Exhibit 2(i). Confidential information is contained in portions of Exhibits 1(t), 1(u), 1(v), and 2(i) ("Confidential Information").

2. The following exhibits are included with this Request:

a. Exhibit A is a copy of the confidential material on which all of the information that the Companies assert is entitled to confidential treatment has been highlighted.

b. Exhibit B is a copy of the confidential material on which all information that the Companies asserts is entitled to confidential treatment has been redacted.

c. Exhibit C is a table that identifies by column and line the information for which confidential treatment is sought and references the specific statutory bases for the claim of confidentiality. Exhibit C also identifies the declarant who supports the requested classification.

d. Exhibit D is the declaration of Joseph Balzano in support of this request.

3. The information identified in Exhibit C is proprietary confidential business information within the meaning of Section 366.093(3), Florida Statutes. The documents that contain the proprietary and confidential business information are intended to be and are treated by the Companies as private. To the best of the Companies' knowledge, 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.

4. As the declaration included in Exhibit D indicates, certain documents contain information concerning contractual data, the disclosure of which would impair the efforts of the Companies to contract for goods or services on favorable terms. This information is protected by Section 366.093(3)(d), Florida Statutes.

5. Also, certain information relates to competitive interests, the disclosure of which would impair the competitive business of the Companies and their vendors. This information is protected by Section 366.093(3)(e), Florida Statutes.

EXHIBIT B

REDACTED

1 FLORIDA POWER & LIGHT COMPANY

2 700 Universe Boulevard
3 Juno Beach, Florida 33408

4 LETTER AMENDMENT

5 Dated as of January 31, 2018



13
14 With copies to:



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22
23 Re: \$75,000,000 Revolving Credit Facility, dated November 30, 2016, among 
24  as Lender and Administrative Agent (“Bank”) and NextEra Energy Capital
25 Holdings, Inc. (“NEECH”) (as heretofore amended, the “Credit Agreement”).
26

27 Ladies and Gentlemen:

28
29 This letter amendment agreement (this “Amendment”) confirms that the parties hereto have
30 agreed to amend the Credit Agreement as hereinafter specified. Any capitalized terms appearing
31 but not otherwise defined in this Amendment shall have the meanings specified for those terms
32 in the Reimbursement Agreement.
33

34 A. **Amendment.** The defined term “Commitment Termination Date” in *Section 1.01* of the
35 Credit Agreement is hereby amended and restated as follows:

36
37 “Commitment Termination Date” means the earlier of (a) November 30, 2019, and (b) the
38 date of termination in whole of the Commitments pursuant to *Section 2.08* or *Article 7*.
39

40 B. **Effect on Original Terms.** The parties hereby acknowledge and agree that, except as
41 expressly set forth in this Amendment, all terms of the Credit Agreement shall remain
42 unmodified and shall continue in full force and effect from and as of the date hereof.
43

44 C. **Amendment Effective Date.** This Amendment shall become effective as of the date
45 hereof (*provided* that each of parties have executed and delivered this Amendment on or
46 prior to that date). On and after the effectiveness of this Amendment, each reference in the

47 Credit Agreement to “this Agreement”, “hereunder”, “hereof” or words of like import
48 referring to the Credit Agreement shall mean and be a reference to the Credit Agreement,
49 as amended by this Amendment.

50

51 **E. Execution and Delivery.** This Amendment may be executed in separate counterparts,
52 Each of which when so executed shall be deemed to be an original and all of which taken
53 together shall constitute one and the same agreement. Delivery of an executed counterpart
54 of a signature page to this Amendment by emailed pdf file or other electronic means shall
55 be effective as delivery of a manually-executed counterpart signature page.

56

57 **F. Governing Law.** This Amendment shall be governed by, and construed in accordance
58 with, the laws of the State of New York, without regard to the principles of conflicts of
59 laws thereunder (other than § 5-1401 of the New York General Obligations Law).

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[Signatures appear on following pages]

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By signing this Amendment where indicated below, each of the parties hereto is confirming its acceptance of the terms of this Amendment to the Credit Agreement as set forth above.

**FLORIDA POWER & LIGHT
COMPANY**

By: _____
Name:
Title:

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- [REDACTED], as Administrative
Agent and Lender

By: _____
Name:
Title:

AMENDMENT NO. 2 TO REVOLVING CREDIT AGREEMENT

This **AMENDMENT NO. 2 TO REVOLVING CREDIT AGREEMENT**, dated as of August 30, 2019 (this “**Amendment**”) to the Agreement (as defined below), is entered into by and among **FLORIDA POWER & LIGHT COMPANY**, a Florida corporation (the “**Borrower**”) and [REDACTED] as a Lender (the “**Lender**”) and as Administrative Agent (the “**Agent**”).

WITNESSETH:

WHEREAS, the Borrower, the Lender and the Agent are parties to that certain Revolving Credit Agreement, dated as of November 30, 2016, as amended by that certain Letter Amendment to Revolving Credit Agreement, dated as of January 31, 2018 (together with Schedules and Exhibits thereto, and as modified, amended, supplemented, extended, renewed and/or replaced from time to time, the “**Agreement**”), pursuant to which the Lender has made available to the Borrower a Commitment to make revolving credit loans from time to time up to an aggregate principal amount at any one time outstanding of Seventy Five Million Dollars (\$75,000,000); and

WHEREAS, the Borrower has requested certain amendments to the Agreement and the Lender and the Agent have agreed to make such amendments on the terms and conditions set forth herein;

NOW, THEREFORE, in consideration of the foregoing premises and the mutual covenants and agreements set forth herein, the receipt and sufficiency of which are hereby acknowledged, the Borrower, the Lender and the Agent hereby agree as follows:

AGREEMENT:

1. Definitions. Capitalized terms used in this Amendment, including the recitals hereto, and not otherwise defined herein have the meanings given such terms in the Agreement. In addition, “**hereof**”, “**herein**”, “**hereto**”, “**hereunder**” or similar expressions mean this Amendment, the recitals and any schedules hereto, as amended, supplemented, restated and replaced from time to time.

2. Amendment to Existing Provisions. The Agreement is hereby amended as follows:

§2.1. The following new defined terms are hereby inserted in proper alphabetical order in *Section 1.01* of the Agreement:

“**Amendment No. 2 Effective Date**” means August 30, 2019.

“**Beneficial Ownership Regulation**” means 31 C.F.R. § 1010.230.

“**Consent Date**” has the meaning given such term in *Section 2.11(a)*.

“**Consenting Lender**” has the meaning given such term in *Section 2.11(b)*.

“**Extension Amendment**” has the meaning given such term in *Section 2.11(c)*.

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“**Extension Date**” means, with respect to any request for an extension of the Commitment Termination Date hereunder, the date that such extension becomes effective in accordance with the terms hereof.

“**LIBO Screen Rate**” has the meaning given such term in the definition of Eurodollar Rate.

“**Non Consenting Lender**” has the meaning given such term in Section 2.11(b).

§2.2 The following defined terms in Section 1.01 of the Agreement are hereby amended in their entirety to read as follows:

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“**Applicable Base Rate Margin**” means, with respect to the interest rate margin which is payable in respect of any Base Rate Loan Outstanding hereunder, the applicable percentage specified for the Rating Levels set forth below:

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“**Applicable Eurodollar Rate Margin**” means, with respect to the interest rate margin which is payable in respect of any Eurodollar Rate Loan Outstanding hereunder, the applicable percentage specified for the Rating Levels set forth below:

21

1 "Commitment Termination Date" means the earlier of (a) August 30, 2022,
2 and (b) the date of termination in whole of the Commitment pursuant to Section
3 2.08 or Article 7.
4

5 "Eurodollar Rate" means, for any Interest Period with respect to a Eurodollar
6 Rate Loan. 
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13 *provided that if the*
14 *Eurodollar Rate shall be less than zero, such rate shall be deemed to be zero for*
15 *purposes of this Agreement.*

16 §2.3 A new Section 2.11 is hereby added to the Agreement to read in its entirety as follows:
17

18 Section 2.11. Extension of Commitment Termination Date.
19

20 (a) Not later than thirty (30) days prior to the current Commitment
21 Termination Date, the Borrower may request an extension of the Commitment
22 Termination Date and other amendments to this Agreement by submitting to the
23 Agent a proposed Extension Amendment duly executed and completed in the
24 form of Exhibit H attached hereto. The Agent shall promptly notify each Lender
25 of such request, and each Lender shall in turn, in its sole discretion, within ten
26 (10) Business Days following the date of such request (the "Consent Date"),
27 notify the Borrower and the Agent in writing as to whether such Lender will
28 consent to such extension and, if applicable, such other amendments. If any
29 Lender shall fail to notify the Agent and the Borrower in writing of its consent
30 to any such request for extension of the Commitment Termination Date and
31 other amendments applicable to such Lender by the Consent Date, such Lender
32 shall be deemed to be a Non-Consenting Lender with respect to such request.
33 Notwithstanding anything herein to the contrary, after giving effect to any such
34 extension, the Commitment Termination Date of any Lender shall not be later
35 than five (5) years after the then current Commitment Termination Date (prior
36 to the requested extension).
37

38 (b) If Lenders having Commitments equal to more than 50% of the
39 Commitments in effect immediately prior to the Extension Date consent in
40 writing to any request in accordance with Section 2.11(a), the Commitment
41 Termination Date applicable to each such Lender in effect at such time shall,
42 effective as at the Extension Date and subject to Section 2.11(c), be extended as
43 set forth in the Extension Agreement as to those Lenders that so consented (each
44 a "Consenting Lender"), but shall not be extended as to any other Lender (each
45 a "Non-Consenting Lender"). In such event, all references in this Agreement,
46 and in any Notes as may be issued hereunder, to the "Commitment Termination
47 Date" shall, with respect to each Consenting Lender, refer to the Commitment
48 Termination Date as so extended. To the extent that the Commitment
49 Termination Date is not extended as to any Lender pursuant to this Section 2.11.

1 the Commitment of such Non-Consenting Lender shall automatically terminate
2 in whole on such non-extended Commitment Termination Date applicable to
3 such Lender without any further notice or other action by the Borrower, such
4 Lender or any other Person; provided that such Non-Consenting Lender's rights
5 under Section 3.04, Section 3.05, Section 3.08 and Section 10.04, and its
6 obligations under Section 9.05, shall survive the Commitment Termination Date
7 for such Lender as to matters occurring prior to such date. It is understood and
8 agreed that no Lender shall have any obligation whatsoever to agree to any
9 request made by the Borrower for any requested extension of the Commitment
10 Termination Date applicable to any such Lender.

11
12 (c) It is a condition to the effectiveness of any extension
13 contemplated pursuant to this Section 2.11, that on and as of the applicable
14 Extension Date, the Borrower, the Consenting Lenders (if required because of
15 other amendments) and the Agent shall enter into an Amendment to the Credit
16 Agreement (an "**Extension Amendment**") substantially in the form of Exhibit
17 H hereto. In addition, in connection with the effectiveness of any extension of
18 the Commitment Termination Date pursuant to this Section 2.11, the Agent may
19 (with Borrower's consent not to be unreasonably withheld) seek to amend this
20 Agreement with requisite Lender consent in accordance with Section 10.01 to
21 update operational, agency and/or regulatory provisions to a form customarily
22 included in credit agreements as of the Extension Date with respect to which
23 [REDACTED] acts as administrative agent.

24
25 §2.4 Section 3.04 of the Agreement is hereby amended in its entirety to read as follows:

26
27 Section 3.04. Inability to Determine Eurodollar Rate. (a) In the event, prior to
28 the commencement of any Interest Period relating to any Eurodollar Rate Loans,
29 the Agent shall determine or be notified by the Majority Lenders that adequate
30 and reasonable methods do not exist for ascertaining the Eurodollar Rate that
31 would otherwise determine the rate of interest to be applicable to any Eurodollar
32 Rate Loan, or that the Eurodollar Rate will not adequately reflect the cost to the
33 Majority Lenders of making, funding or maintaining their Eurodollar Rate
34 Loans, during any Interest Period, the Agent shall forthwith give Notice of such
35 determination (which shall be conclusive and binding on the Borrower and the
36 Lenders) to the Borrower and the Lenders. In such event (i) any Interest Rate
37 Notice with respect to Eurodollar Rate Loans shall be automatically withdrawn
38 and any Interest Rate Notice shall be deemed to be a request for a Base Rate
39 Loan, (ii) each Eurodollar Rate Loan will automatically, on the last day of the
40 then current Interest Period thereof, become a Base Rate Loan, and (iii) the
41 obligations of the Lenders to make Eurodollar Rate Loans shall be suspended
42 until the Agent or the Majority Lenders determine that the circumstances giving
43 rise to such suspension no longer exist, whereupon the Agent or the Agent upon
44 the instruction of the Majority Lenders, shall so notify the Borrower and the
45 Lenders.

46
47 (b) If at any time the Agent determines (which determination shall be
48 conclusive absent manifest error) that (i) that adequate and reasonable methods
49 do not exist for ascertaining the Eurodollar Rate that would otherwise determine

1 the rate of interest to be applicable to any Eurodollar Rate Loan and such
2 circumstance is unlikely to be temporary or (ii) any of (w) the supervisor for the
3 administrator of the LIBO Screen Rate has made a public statement that the
4 administrator of the LIBO Screen Rate is insolvent (and there is no successor
5 administrator that will continue publication of the LIBO Screen Rate), (x) the
6 administrator of the LIBO Screen Rate has made a public statement identifying
7 a specific date after which the LIBO Screen Rate will permanently or
8 indefinitely cease to be published by it (and there is no successor administrator
9 that will continue publication of the LIBO Screen Rate), (y) the supervisor for
10 the administrator of the LIBO Screen Rate has made a public statement
11 identifying a specific date after which the LIBO Screen Rate will permanently
12 or indefinitely cease to be published or (z) the supervisor for the administrator
13 of the LIBO Screen Rate or a Governmental Authority having jurisdiction over
14 the Agent has made a public statement identifying a specific date after which
15 the LIBO Screen Rate may no longer be used for determining interest rates for
16 loans, then the Agent and the Borrower shall endeavor to establish an alternate
17 rate of interest to the LIBO Rate that gives due consideration to the then
18 prevailing market convention for determining a rate of interest for syndicated
19 loans in the United States at such time, and shall enter into an amendment to this
20 Agreement to reflect such alternate rate of interest and such other related
21 changes to this Agreement as may be applicable (but for the avoidance of doubt,
22 such related changes shall not include a reduction of the margin for the
23 applicable level specified in the definition of "Applicable Eurodollar Rate
24 Margin"); provided that, if such alternate rate of interest as so determined would
25 be less than zero, such rate shall be deemed to be zero for the purposes of this
26 Agreement. Notwithstanding anything to the contrary in Section 10.01, such
27 amendment shall become effective without any further action or consent of any
28 other party to this Agreement so long as the Agent shall not have received,
29 within five Business Days of the date such amendment is provided to the
30 Lenders, a written notice from the Majority Lenders stating that such Majority
31 Lenders object to such amendment. Until an alternate rate of interest shall be
32 determined in accordance with this clause (b) (but, in the case of the
33 circumstances described in clause (ii)(w), clause (ii)(x) or clause (ii)(y) of the
34 first sentence of this Section 3.04(b), only to the extent the LIBO Screen Rate
35 for such Interest Period is not available or published at such time on a current
36 basis), (x) any Interest Rate Notice that requests the conversion of any
37 Borrowing to, or continuation of any Borrowing as, a Eurodollar Borrowing
38 shall be ineffective and (y) if any Borrowing Notice requests a Eurodollar
39 Borrowing, such Borrowing shall be made as a Base Rate Borrowing.

40
41 §2.5 Section 4.06 of the Agreement shall be amended in its entirety to read as follows:

42
43 Section 4.06. Litigation. Except as described in Schedule 4.06, as of the
44 Effective Date, there is no litigation or other legal proceedings pending, or, to
45 the knowledge of the Borrower, threatened against the Borrower or any of its
46 Subsidiaries that is reasonably likely to be determined adversely to the Borrower
47 or any of its Subsidiaries, and if determined adversely to the Borrower or any of
48 its Subsidiaries, would reasonably be expected to have a material adverse effect
49 on the business, properties or financial condition of the Borrower and its

1 Subsidiaries, taken as a whole, or to materially impair the right of the Borrower
2 to carry on its business substantially as now conducted by it. There is no
3 litigation or other legal proceedings pending, or, to the knowledge of the
4 Borrower, threatened against the Borrower or any of its Subsidiaries that if
5 determined adversely to the Borrower or any of its Subsidiaries could reasonably
6 be expected to question the validity of this Agreement or any of the other Loan
7 Documents, or any actions taken or to be taken pursuant hereto or thereto.
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10 §2.6 Section 5.04(e) of the Agreement is hereby amended in its entirety to read as follows:

11 (e) from time to time such other financial data and information as the
12 Agent or any Lender may reasonably request, including, without limitation,
13 information or certificates as may be required under the Beneficial Ownership
14 Regulations, if applicable.
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17 §2.7 Section 5.13 of the Agreement is hereby amended to add immediately after the phrase “applicable
18 know your customer requirements” the phrase “and the Beneficial Ownership Regulation, if
19 applicable” in both places where such phrase appears.
20

21 §2.8 Section 10.06(b) of the Agreement is hereby amended by adding a new sentence to the end of the
22 last paragraph to read as follows:
23

24 The Agent agrees to promptly notify the Borrower of each assignment or transfer
25 by a Lender of rights or obligations under this Agreement.
26

27 §2.9 The Agreement shall be amended to reflect the inclusion of new Exhibit H, the form of which is
28 attached hereto.
29

30 §2.10 Schedule 4.04 of the Agreement is hereby amended in its entirety to read as Schedule 4.04
31 attached hereto.
32

33 §2.11 Schedule 4.06 of the Agreement is hereby amended in its entirety to read as Schedule 4.06
34 attached hereto.
35

36 **3. Bring-down of Representations.** Borrower hereby certifies that, as of the date of this
37 Amendment, (1) the representations and warranties contained in Article IV of the Agreement, as amended
38 hereby, are true and correct in all material respects (except to the extent that such representations and
39 warranties expressly relate to an earlier date) and (2) there exists no Default; *provided* that, for purposes of
40 the foregoing representations: all references in Section 4.03, Section 4.04, Schedule 4.04, Section 4.06,
41 Schedule 4.06, Section 4.08 and Section 4.11 of the Agreement, as the case may be, to (x) “December 31,
42 2015” shall instead be “December 31, 2018” and (y) “Effective Date” shall instead be deemed to read
43 “Amendment No. 2 Effective Date”.

44 **4. Conditions Precedent to Effectiveness.** This Amendment shall not be deemed effective until each
45 of the following conditions precedent shall have been met or performed:

46 §4.1 Amendment. This Amendment shall have been duly executed and delivered by Borrower, the
47 Lender and the Agent.

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2 §4.2 Corporate Action. All corporate action necessary for the valid execution, delivery and
3 performance by Borrower of this Amendment shall have been duly and effectively taken and
4 evidence thereof satisfactory to the Agent shall have been provided to the Agent.
5

6 §4.3 Incumbency Certificate. Borrower shall have provided its incumbency certificate to the Agent,
7 such certificate being dated as of the Amendment No. 2 Effective Date, signed by its duly
8 authorized officer and giving the name and bearing a specimen signature of each individual who
9 shall be authorized to sign this Amendment in the name and on behalf of Borrower.
10

11 5. Effect on Original Terms. Borrower, the Lenders parties hereto and the Agent hereby
12 acknowledge and agree that, except as expressly set forth in this Amendment, all terms of the Agreement
13 shall remain unmodified and shall continue in full force and effect from and as of the Amendment No. 2
14 Effective Date.

15 6. Amendment Effective Date. Subject to the satisfaction of the conditions set forth in Section 4
16 above, this Amendment shall become effective on the Amendment No. 2 Effective Date. On and after the
17 effectiveness of this Amendment, each reference in the Agreement to “this Agreement”, “hereunder”,
18 “hereof” or words of like import referring to the Agreement shall mean and be a reference to the Agreement,
19 as amended by this Amendment.

20 7. Execution and Delivery. This Amendment may be executed in separate counterparts, each of
21 which when so executed shall be deemed to be an original and all of which taken together shall constitute
22 one and the same agreement. Delivery of an executed counterpart of a signature page to this Amendment
23 by emailed pdf file or other electronic means shall be effective as delivery of a manually-executed
24 counterpart signature page.

25 8. Headings. The division into sections and other subdivisions of this Amendment and the insertion
26 of headings are for convenience of reference only and shall not affect the construction or interpretation of
27 this Amendment. Words in the singular include the plural and vice versa and words in one gender include
28 all genders.

29 9. Governing Law. This Amendment shall be governed by, and construed in accordance with, the
30 laws of the State of New York.

31 [SIGNATURES APPEAR ON THE FOLLOWING PAGES]

1 [REDACTED]
2 as Lender and as Administrative Agent

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By: _____
Name:
Title:

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3 **SCHEDULE 4.04 TO**
4 **REVOLVING CREDIT AGREEMENT**

5 Supplemental Disclosures
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7 Matters disclosed in Florida Power & Light Company's Annual Report on Form 10-K, for the fiscal year
8 ended December 31, 2018, as supplemented by each additional filing made by Florida Power & Light
9 Company (including with respect to information furnished) subsequent to such Annual Report pursuant to
10 the applicable provisions of the Securities Exchange Act of 1934, as amended, through and including the
11 Amendment No. 2 Effective Date.
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3 **SCHEDULE 4.06 TO**
4 **REVOLVING CREDIT AGREEMENT**

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6 Litigation

7 Matters disclosed in Florida Power & Light Company's Annual Report on Form 10-K, for the fiscal year
8 ended December 31, 2018, as supplemented by each additional filing made by Florida Power & Light
9 Company (including with respect to information furnished) subsequent to such Annual Report pursuant to
10 the applicable provisions of the Securities Exchange Act of 1934, as amended, through and including the
11 Amendment No. 2 Effective Date.
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EXHIBIT H TO AGREEMENT

[Form of Extension Amendment]

AMENDMENT NO. [] TO REVOLVING CREDIT AGREEMENT

This **AMENDMENT NO. [] TO REVOLVING CREDIT AGREEMENT**, dated as of [insert date] (this “**Amendment**”) to the Agreement (as defined below), is entered into by and among **FLORIDA POWER & LIGHT COMPANY**, a Florida corporation (“**Borrower**”) [, the Lender(s) parties hereto]¹ and [REDACTED] as Administrative Agent for the Lenders (the “**Agent**”).

WITNESSETH:

WHEREAS, Borrower, the Lender(s) parties thereto (the “**Lenders**”) and the Agent are parties to that certain Revolving Credit Agreement, dated as of November 30, 2016 (together with Schedules and Exhibits thereto, and as modified, amended, supplemented, extended, renewed and/or replaced from time to time, the “**Agreement**”), pursuant to which the Lenders have made available to the Borrower a Commitment to make revolving credit loans from time to time up to an aggregate principal amount at any one time outstanding of Seventy Five Million Dollar (\$75,000,000); and

WHEREAS, Borrower has requested certain amendments to the Agreement and the Lenders and the Agent have agreed to make such amendments on the terms and conditions set forth herein;

NOW, THEREFORE, in consideration of the foregoing premises and the mutual covenants and agreements set forth herein, the receipt and sufficiency of which are hereby acknowledged, the Borrower, the Lenders parties hereto and the Agent hereby agree as follows:

AGREEMENT:

1. Definitions. Capitalized terms used in this Amendment, including the recitals hereto, and not otherwise defined herein have the meanings given such terms in the Agreement. In addition, “**hereof**”, “**herein**”, “**hereto**”, “**hereunder**” or similar expressions mean this Amendment, the recitals and any schedules hereto, as amended, supplemented, restated and replaced from time to time.

2. Amendment to Existing Provisions. The Agreement is hereby amended as follows:

§2.1. The following new defined terms shall be inserted in proper alphabetical order in *Section 1.01* of the Agreement:

“**Amendment No. [] Effective Date**” means [insert date of amendment].

§2.2 The following defined terms in *Section 1.01* of the Agreement shall be amended in their entirety to read as follows:

¹ Use if amendments require Lender consent.

1 "Commitment Termination Date" means the earlier of (a) August [], 20__, and (b) the date of
2 termination in whole of the Commitment pursuant to Section 2.08 or Article 7.

3 [§2.3 "Applicable Base Rate Margin" means, with respect to the interest rate margin which
4 is payable in respect of any Base Rate Loan Outstanding hereunder, the applicable
5 percentage specified for the Rating Levels set forth below:
6

[REDACTED]								
[REDACTED]								

7
8 "Applicable Eurodollar Rate Margin" means, with respect to the interest rate
9 margin which is payable in respect of any Eurodollar Rate Loan Outstanding
10 hereunder, the applicable percentage specified for the Rating Levels set forth
11 below:
12

[REDACTED]								
[REDACTED]								

13]²
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15 [§2.4 Additional Amendments]³
16
17 3. **Bring-down of Representations.** Borrower hereby certifies that, as of the date of this
18 Amendment, the representations and warranties contained in Article IV of the Agreement, as amended

² To be inserted and completed if pricing will be modified.

³ To be inserted and completed if additional amendments to the Agreement are agreed by the Borrower and the Majority Lenders.

1 hereby, are true and correct in all material respects (except to the extent that such representations and
2 warranties expressly relate to an earlier date and provided that, for the purposes hereof, (A) all references
3 in the representations and warranties contained in Section 4.03 and Section 4.04 to annual reports,
4 consolidated balance sheets, consolidated income statements and financial statements shall be deemed to
5 refer to the corresponding versions of those documents delivered to the Agent and the Lender pursuant to
6 Section 5.04 prior to the Amendment No. ___ Effective Date, and (B) all references in Section 4.04, Schedule
7 4.04, Section 4.06, Schedule 4.06, Section 4.08 and Section 4.11 of the Agreement to “Effective Date” shall
8 instead be deemed to read “Amendment No. [] Effective Date”) and (2) there exists no Default.

9 **4. Effect on Original Terms.** Borrower and the Agent hereby acknowledge and agree that, except
10 as expressly set forth in this Amendment, all terms of the Agreement shall remain unmodified and shall
11 continue in full force and effect from and as of the Amendment No. [] Effective Date.

12 **5. Amendment No. [] Effective Date.** Subject to the satisfaction of the conditions set forth in
13 Section 4 above, this Amendment shall become effective on the Amendment No. [] Effective Date. On
14 and after the effectiveness of this Amendment, each reference in the Agreement to “this Agreement”,
15 “hereunder”, “hereof” or words of like import referring to the Agreement shall mean and be a reference to
16 the Agreement, as amended by this Amendment.

17 **6. Execution and Delivery.** This Amendment may be executed in separate counterparts, each of
18 which when so executed shall be deemed to be an original and all of which taken together shall constitute
19 one and the same agreement. Delivery of an executed counterpart of a signature page to this Amendment
20 by emailed pdf file or other electronic means shall be effective as delivery of a manually-executed
21 counterpart signature page.

22 **7. Headings.** The division into sections and other subdivisions of this Amendment and the insertion
23 of headings are for convenience of reference only and shall not affect the construction or interpretation of
24 this Amendment. Words in the singular include the plural and vice versa and words in one gender include
25 all genders.

26 **8. Governing Law.** This Amendment shall be governed by, and construed in accordance with, the
27 laws of the State of New York.

28 [SIGNATURES APPEAR ON THE FOLLOWING PAGES]

1 [[],
2 as Lender

3

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5 By: _____

6 Name:

7 Title:]⁴

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⁴ Add if required because of additional amendments.

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as Administrative Agent

By: _____
Name:
Title:

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\$55,000,000 REVOLVING CREDIT FACILITY

BETWEEN

FLORIDA POWER & LIGHT COMPANY, AS BORROWER

AND



AS LENDER AND ADMINISTRATIVE AGENT

DATED AS OF JULY 24, 2019

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**List of Schedules and Exhibits to the
Credit Agreement**

Schedules:

<u>Schedule I</u>	Applicable Lending Offices and Notice Addresses
<u>Schedule 4.03</u>	Excepted Liens
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<u>Exhibit B</u>	Form of Note
<u>Exhibit C</u>	Form of Interest Rate Notice
<u>Exhibit D</u>	Form of Borrower's Certificate
<u>Exhibit E</u>	Form of Opinion of Borrower's Counsel
<u>Exhibit F-1</u>	U.S. Tax Compliance Certificate (For Foreign Lenders That Are <u>Not</u> Partnerships for U.S. Federal Income Tax Purposes)
<u>Exhibit F-2</u>	U.S. Tax Compliance Certificate (For Foreign Participants That Are <u>Not</u> Partnerships for U.S. Federal Income Tax Purposes)
<u>Exhibit F-3</u>	U.S. Tax Compliance Certificate (For Foreign Participants That <u>Are</u> Partnerships for U.S. Federal Income Tax Purposes)
<u>Exhibit F-4</u>	U.S. Tax Compliance Certificate (For Foreign Lenders That <u>Are</u> Partnerships for U.S. Federal Income Tax Purposes)
<u>Exhibit G</u>	Form of Assignment and Assumption Agreement

1 **CREDIT AGREEMENT**

2 This **CREDIT AGREEMENT**, dated as of July 24, 2019, is by and among **FLORIDA**
3 **POWER & LIGHT COMPANY**, a Florida corporation (the "Borrower"), the lending institutions
4 from time to time listed on *Schedule I* hereto (the "Lender" or "Lenders"), and [REDACTED]
5 [REDACTED] acting in its capacity as Administrative
6 Agent for the Lenders (together with its successors and assigns in such capacity, the "Agent") (the
7 Borrower, the Lenders and the Agent are hereinafter sometimes referred to collectively as the
8 "Parties" and individually as a "Party").

9 **WITNESSETH:**

10 **WHEREAS**, the Borrower has requested that the Lenders agree to make available to the
11 Borrower a Fifty Five Million United States Dollars (\$55,000,000) revolving credit facility; and

12 **WHEREAS**, the Lenders are willing to do so, on the terms and conditions hereof.

13 **NOW, THEREFORE**, in consideration of the foregoing premises and the mutual
14 covenants and agreements set forth herein, the receipt and sufficiency of which are hereby
15 acknowledged, the Parties hereto hereby agree as follows:

16 **ARTICLE I - DEFINITIONS AND RULES OF INTERPRETATION.**

17 1.01 Definitions. The following terms shall have the meanings set forth in this
18 *Section 1.01* or elsewhere in the provisions of this Agreement referred to below:

19 "Acceleration Notice" has the meaning specified in *Section 7.02*.

20 "Administrative Questionnaire" means an Administrative Questionnaire in a form supplied
21 by Agent

22 "Actions" has the meaning specified in *Section 10.04*.

23 "Agent" has the meaning given such term in the Preamble.

24 "Agreement" means this Credit Agreement, including the Schedules and Exhibits hereto.

25 "Anti-Terrorism Law" means any Requirement of Law related to money laundering or
26 financing terrorism including the Uniting and Strengthening America by Providing Appropriate
27 Tools Required to Intercept and Obstruct Terrorism Act of 2001 (Title III of Pub. L. 107-56) (the
28 "USA PATRIOT Act"), The Currency and Foreign Transactions Reporting Act (31 U.S.C. §§
29 5311-5330 and 12 U.S.C. §§ 1818(s), 1820(b) and 1951-1959) (also known as the "Bank Secrecy
30 Act"), the Trading With the Enemy Act (50 U.S.C. § 1 et seq.) and Executive Order 13224
31 (effective September 24, 2001).

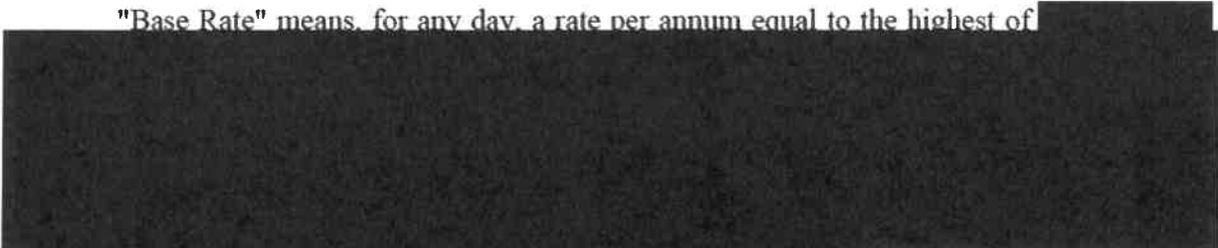
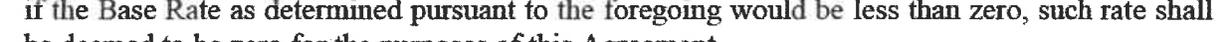
CONFIDENTIAL

1 "Applicable Lending Office" means, in the case of any Lender, such Lender's Domestic
2 Lending Office or Eurodollar Lending Office, as the case may be.

3 "Assignment and Assumption Agreement" has the meaning assigned to such term in
4 Section 10.06(b).

5 "Bail-In Action" means the exercise of any Write-Down and Conversion Powers by the
6 applicable EEA Resolution Authority in respect of any liability of an EEA Financial Institution.

7 "Bail-In Legislation" means, with respect to any EEA Member Country implementing
8 Article 55 or Directive 2014/59/EU of the European Parliament and of the Council of the European
9 Union, the implementing law for such EEA Member Country from time to time which is described
10 in the EU Bail-In Legislation Schedule.

11 "Base Rate" means, for any day, a rate per annum equal to the highest of
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18 . For the avoidance of doubt,
19 if the Base Rate as determined pursuant to the foregoing would be less than zero, such rate shall
20 be deemed to be zero for the purposes of this Agreement.

21 "Base Rate Loan" means all or any portion of any Loan bearing interest calculated by
22 reference to the Base Rate.

23 "Beneficial Ownership Regulation" means 31 C.F.R. § 1010.230.

24 "Borrower" has the meaning given such term in the Preamble.

25 "Borrowing" means the drawing down by the Borrower of a Loan or Loans from the
26 Lenders on any given Borrowing Date.

27 "Borrowing Date" means the date on which any Loan is made or is to be made.

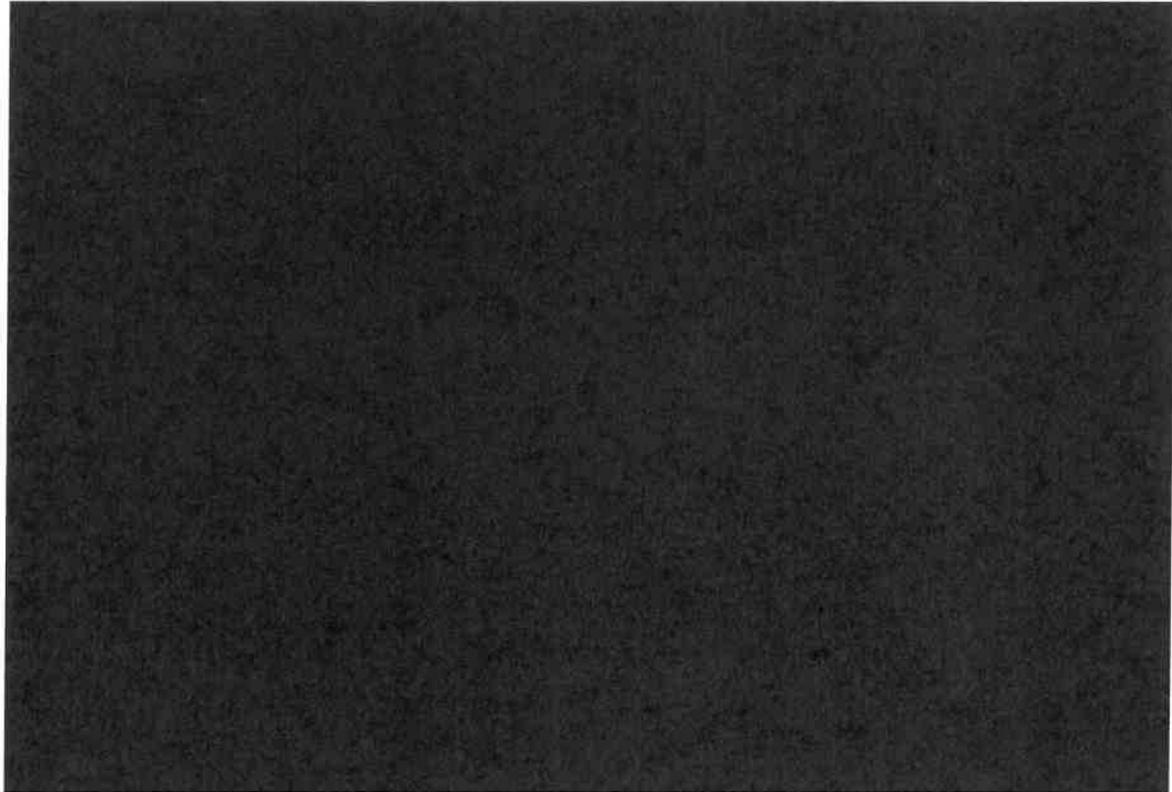
28 "Borrowing Notice" means a certificate to be provided pursuant to *Section 2.02(a)*, in
29 substantially the form set forth in *Exhibit A*.

30 "Business Day" means any day other than (a) Saturday or Sunday, or (b) a day on which
31 banking institutions in New York City, New York are required or authorized to close (*provided*
32 that no day shall be deemed to be a Business Day with respect to any Eurodollar Rate Loan unless
33 such day is also a Eurodollar Business Day).

34 "Change in Law" means the occurrence, after the Effective Date, of any of the following:
35 (a) the adoption or taking effect of any law, rule, regulation or treaty, (b) any change in any law,
36 rule, regulation or treaty or in the administration, interpretation, implementation or application

1 thereof by any Governmental Authority or (c) the making or issuance of any request, rule,
2 guideline or directive (whether or not having the force of law) by any Governmental Authority;
3 *provided* that notwithstanding anything herein to the contrary, for the purposes of the increased
4 cost provisions in *Section 3.06* or *Section 3.07*, any changes with respect to capital adequacy or
5 liquidity which result from (i) all requests, rules, guidelines or directives under or issued in
6 connection with the Dodd-Frank Wall Street Reform and Consumer Protection Act (the
7 "Dodd-Frank Act") and (ii) all requests, rules, guidelines or directives promulgated by the Bank
8 for International Settlements, the Basel Committee on Banking Supervision (or any successor or
9 similar authority) or the United States or foreign regulatory authorities, in each case pursuant to
10 "Basel III" (meaning the comprehensive set of reform measures developed (and designated as
11 "Basel III" in September 2010) by the Basel Committee on Banking Supervision, to strengthen the
12 regulation, supervision and risk management of the banking sector), shall in each case be deemed
13 to be a "Change in Law" as to which the affected Lender is entitled to compensation to the extent
14 such request, rule, guideline or directive is either (1) enacted, adopted or issued after the Effective
15 Date (but regardless of the date the applicable provision of the Dodd-Frank Act or Basel III to
16 which such request, rule, guideline or directive relates was enacted, adopted or issued) or (2)
17 enacted, adopted or issued prior to the Effective Date but either (A) does not require compliance
18 therewith, or (B) which is not fully implemented until after the Effective Date and which entails
19 increased cost related thereto that cannot be reasonably determined as of the Effective Date.

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

13 "Commitment" means, when used with reference to any Lender at the time any
14 determination thereof is to be made, the obligation of such Lender to make Loans pursuant to
15 *Section 2.01*, or, where the context so requires, the amount of such obligation which is set forth on
16 *Schedule I* opposite such Lender's name as its Commitment, in each case as the same may be
17 reduced from time to time in accordance with the terms of this Agreement.

18 "Commitments" means the aggregate Commitments of the several Lenders.

19 "Commitment Termination Date" means the earlier of (a) July 24, 2022, and (b) the date
20 of termination in whole of the Commitments pursuant to Section 2.08 or Article 7.

21 "Communications" has the meaning specified in *Section 10.02(b)*.

22 "Communications Notice" has the meaning specified in *Section 10.02(c)*.

23 "Conversion" or "Convert" means a conversion of all or part of any Loan of one Type into
24 a Loan of another Type pursuant to *Section 2.06* hereof (including any such conversion made as a
25 result of the operation of any other provision hereof).

26 "Conversion Date" means the date on which all or any portion of any Loan is Converted or
27 continued in accordance with *Section 2.06*.

28 "date of this Agreement" and "date hereof" means July 24, 2019.

29 "Default" means an Event of Default, or an event that with notice or lapse of time or both
30 would become an Event of Default, or the filing in any court of competent jurisdiction of any
31 petition or application or the commencement of any case or other proceeding referred to in
32 *Section 7.01(g)* so long as the same remains undismissed or unstayed.

33 "Defaulting Lender" means, subject to *Section 3.11(b)*, any Lender that (a) fails to (i) fund
34 all or any portion of its Loans within two (2) Business Days of the date such Loans were required
35 to be funded hereunder unless such Lender notifies the Agent and the Borrower in writing that
36 such failure is the result of such Lender's determination that one or more conditions precedent to
37 funding (each of which conditions precedent, together with any applicable default, shall be

1 specifically identified in such writing) has not been satisfied, or (ii) pay to the Agent, or any other
2 Lender any other amount required to be paid by it hereunder within two (2) Business Days of the
3 date when such payment is due; (b) notifies the Borrower or the Agent in writing that it does not
4 intend to comply with its funding obligations under this Agreement, or has made a public statement
5 to that effect (unless such writing or public statement relates to such Lender's obligation to fund a
6 Loan hereunder and states that such position is based on such Lender's determination that one or
7 more conditions precedent to funding (each of which condition precedents, together with any
8 applicable default, shall be specifically identified in such writing or public statement) cannot be
9 satisfied); (c) fails, within three (3) Business Days after written request by the Agent or the
10 Borrower, to confirm in writing to the Agent and to the Borrower that it will comply with its
11 prospective funding obligations hereunder (provided that such Lender shall cease to be a
12 Defaulting Lender pursuant to this clause (c) upon the subsequent receipt of such written
13 confirmation by the Agent and the Borrower); or (d) has (or has a direct or indirect parent company
14 that has) become the subject of any Insolvency Proceeding or Bail-In Action; provided that a
15 Lender shall not be a Defaulting Lender solely by virtue of the ownership or acquisition of any
16 equity interest in that Lender or any direct or indirect parent company thereof by a Governmental
17 Authority so long as such ownership interest does not result in or provide such Lender with
18 immunity from the jurisdiction of courts within the United States or from the enforcement of
19 judgments or writs of attachment on its assets or permit such Lender (or such Governmental
20 Authority) to reject, repudiate, disavow or disaffirm any contracts or agreements made with such
21 Lender. Any determination by the Agent that a Lender is a Defaulting Lender under any one or
22 more of the preceding clauses (a) through (d) shall be conclusive and binding absent manifest
23 error, and such Lender shall be deemed to be a Defaulting Lender (subject to *Section 3.11(b)*) upon
24 the Agent's delivery of Notice of such determination to the Borrower and each Lender.

25 "Dollars" or "\$" means United States dollars.

26 "Domestic Lending Office" means, with respect to any Lender, initially, the office of such
27 Lender designated as such in *Schedule I*; thereafter, such other office of such Lender, if any,
28 located within the United States that will be making or maintaining any Base Rate Loan as
29 designated by such Lender in a Notice to the Borrower and the Agent.

30 "EEA Financial Institution" means (a) any credit institution or investment firm established
31 in any EEA Member Country which is subject to the supervision of an EEA Resolution Authority,
32 (b) any entity established in an EEA Member Country which is a parent of an institution described
33 in clause (a) of this definition, or (c) any financial institution established in an EEA Member
34 Country which is a subsidiary of an institution described in clauses (a) or (b) of this definition and
35 is subject to consolidated supervision with its parent.

36 "EEA Member Country" means any of the member states of the European Union, Iceland,
37 Liechtenstein and Norway.

38 "EEA Resolution Authority" means any public administrative authority or any Person
39 entrusted with public administrative authority of any EEA Member Country (including any
40 delegate) having responsibility for the resolution of any EEA Financial Institution.

1 "Effective Date" means the date on which all of the conditions precedent set forth in
2 *Section 6.01* have been satisfied or waived, which is July 24, 2019.

3 "Eligible Assignee" means (i) any Initial Lender, (ii) an affiliate of any Initial Lender (in
4 either instance, unless the relevant Lender is a Defaulting Lender at the time any such assignment
5 is proposed), and (iii) any other Person that is approved by the Agent and, unless an Event of
6 Default has occurred and is continuing at the time any such assignment is effected in accordance
7 with the provisions of *Section 10.06(b)*, the Borrower, each of such approvals not to be
8 unreasonably withheld or delayed; provided however, that neither the Borrower nor any affiliate
9 of the Borrower nor any Defaulting Lender shall qualify as an Eligible Assignee.

10 "Employee Benefit Plan" means any employee benefit plan within the meaning of Section
11 3(3) of ERISA maintained or contributed to by the Borrower or any ERISA Affiliate, other than a
12 Multiemployer Plan.

13 "Equity - Preferred Securities" means (i) debt or preferred equity securities (however
14 designated or denominated) of the Borrower or any of its Subsidiaries that are mandatorily
15 convertible into common or preferred shares of the Borrower or any of its Subsidiaries; provided
16 that such securities do not constitute Mandatorily Redeemable Stock, (ii) other debt or preferred
17 equity securities (however designated or denominated) of the Borrower or any of its Subsidiaries
18 issued in connection with one or more outstanding purchase agreements for common or preferred
19 shares of the Borrower or any of its Subsidiaries; provided that such securities do not constitute
20 Mandatorily Redeemable Stock, (iii) securities of the Borrower or any of its Subsidiaries that (A)
21 are afforded equity treatment (whether full or partial) by any Rating Agency at the time of issuance,
22 and (B) require no repayments or prepayments and no mandatory redemptions or repurchases, in
23 each case, prior to ninety-one (91) days after the Maturity Date, and (iv) any other securities
24 (however designated or denominated), that are (A) issued by the Borrower or any of its
25 Subsidiaries, (B) not subject to mandatory redemption or mandatory prepayment, and (C) together
26 with any guaranty thereof, subordinate in right of payment to the unsecured and unsubordinated
27 indebtedness (other than trade liabilities incurred in the ordinary course of business and payable
28 in accordance with customary terms) of the issuer of such securities or guaranty.

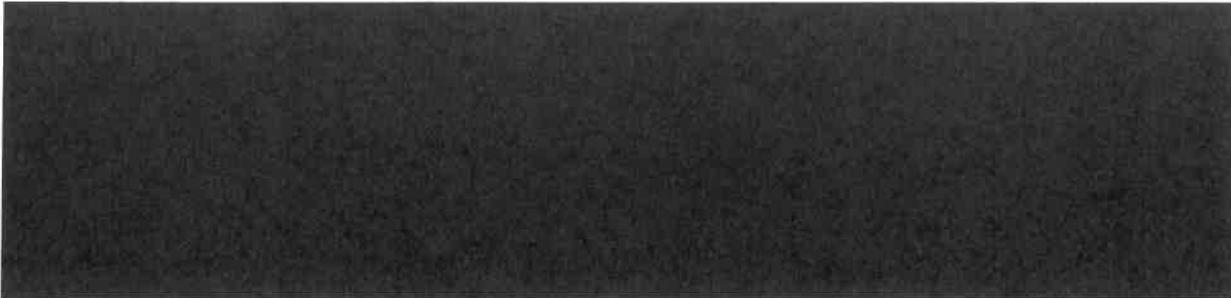
29 "ERISA" means the Employee Retirement Income Security Act of 1974, as amended, and
30 the regulations promulgated thereunder.

31 "ERISA Affiliate" means any Person that is treated as a single employer with the Borrower
32 under Section 414 of the Code.

33 "ERISA Reportable Event" means a reportable event with respect to a Guaranteed Pension
34 Plan within the meaning of Section 4043 of ERISA as to which the requirement of notice has not
35 been waived.

36 "EU Bail-In Legislation Schedule" means the EU Bail-In Legislation Schedule published
37 by the Loan Market Association (or any successor Person), as in effect from time to time.

38 "Eurocurrency Reserve Rate" means, for any Interest Period for any Eurodollar Rate Loan,
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9 "Eurodollar Business Day" means any Business Day on which commercial banks are open
10 for international business (including dealings in Dollar deposits) in London.

11 "Eurodollar Lending Office" means with respect to any Lender, initially, the office of such
12 Lender designated as such in *Schedule I*; thereafter, such other office of such Lender, if any, that
13 shall be making or maintaining any Eurodollar Rate Loan as designated by such Lender in a Notice
14 to the Borrower and the Agent.

15 "Eurodollar Rate" means, for any Interest Period with respect to a Eurodollar Rate Loan,
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21 ; *provided* that if the Eurodollar Rate shall be less than zero, such rate shall be
22 deemed to be zero for purposes of this Agreement.

23 "Eurodollar Rate Loan" means all or any portion of any Loan bearing interest calculated
24 by reference to the Eurodollar Rate.

25 "Event of Default" has the meaning assigned to such term in *Section 7.01*.

26 "Exchange Act" means the Securities Exchange Act of 1934, as amended, and the
27 regulations promulgated thereunder.

28 "Excluded Taxes" means any of the following Taxes imposed on or with respect to a
29 Recipient or required to be withheld or deducted from a payment to a Recipient: (a) Taxes imposed
30 on or measured by net income (however denominated), franchise Taxes, and branch profits Taxes,
31 in each case, (i) imposed as a result of such Recipient being organized under the laws of, or having
32 its principal office or, in the case of a Lender, its applicable lending office located in, the
33 jurisdiction imposing such Tax (or any political subdivision thereof) or (ii) that are Other
34 Connection Taxes, (b) in the case of a Lender, U.S. federal withholding Taxes imposed on amounts
35 payable to or for the account of such Lender with respect to an applicable interest in a Loan
36 pursuant to a law in effect on the date on which (i) such Lender acquires such interest in such Loan
37 (other than pursuant to an assignment request by the Borrower under *Section 2.10*, or (ii) such
38 Lender changes its lending office, except in each case to the extent that, pursuant to *Section 3.10*,
39 amounts with respect to such Taxes were payable either to such Lender's assignor immediately
40 before such Lender became a party hereto or to such Lender immediately before it changed its

1 lending office, (c) Taxes attributable to such Recipient's failure to comply with *Section 3.10(c)*,
2 and (d) any U.S. federal withholding Taxes imposed under FATCA.

3 "FASB ASC 715" means Financial Accounting Standards Board Accounting Standards
4 Codification 715, Compensation – Retirement Benefits.

5 "FASB ASC 810" means Financial Accounting Standards Board Accounting Standards
6 Codification 810, Consolidation.

7 "FATCA" means Sections 1471 through 1474 of the Code, as of the Effective Date (or any
8 amended or successor version that is substantively comparable and not materially more onerous to
9 comply with), any current or future regulations or official interpretations thereof and any
10 agreements entered into pursuant to Section 1471(b)(1) of the Code and any fiscal or regulatory
11 legislation, rules or official practices adopted pursuant to any published intergovernmental
12 agreement entered into in connection with the implementation of such sections of the Code, any
13 published intergovernmental agreement entered into in connection with the implementation of
14 such Sections of the Code and any fiscal or regulatory legislation, rules or practices adopted
15 pursuant to such published intergovernmental agreements.

16 "Federal Funds Rate" means, for any day, the rate per annum (rounded upwards, if
17 necessary to the nearest 1/100 of 1%) equal to the weighted average of the rates on overnight
18 Federal funds transactions with members of the Federal Reserve System on such day, as published
19 by the Federal Reserve Bank of New York on the Business Day next succeeding such day,
20 provided that (a) if the day for which such rate is to be determined is not a Business Day, the
21 Federal Funds Rate for such day shall be such rate on such transactions on the next preceding
22 Business Day as so published on the next succeeding Business Day, and (b) if such rate is not so
23 published for any Business Day, the Federal Funds Rate for such Business Day shall be the average
24 rate charged to the Agent on such Business Day on such transactions as determined by the Agent;
25 provided that if the Federal Funds Rate shall be less than zero, such rate shall be deemed to be zero
26 for the purposes of this Agreement.

27 "Federal Reserve Board" means the Board of Governors of the Federal Reserve System.

28 "First Mortgage" means Borrower's Mortgage and Deed of Trust, dated as of January 1,
29 1944, as supplemented and amended from time to time.

30 "Fitch" means Fitch Ratings.

31 "Foreign Lender" means a Lender that is not a U.S. Person.

32 "FPSC Financing Order" means the Final Order Granting Approval for Authority to Issue
33 and Sell Securities issued by the Florida Public Service Commission on November 19, 2018, as
34 Order No. PSC-2018-0551-FOF-EI, and each successive order of the Florida Public Service
35 Commission granting authority to the Borrower to issue and sell securities, as applicable.

36 "Funded Debt" means, as of the date of any determination thereof, the following (without
37 duplication) with respect to the Borrower and its Subsidiaries, determined on a consolidated basis
38 in accordance with generally accepted accounting principles (other than as consolidated on the

- 1 balance sheet of the Borrower and its Subsidiaries solely as a result of the operation of the variable
2 interest entity provisions of FASB ASC 810 and without giving effect to any change to Funded
3 Debt or equity as a result of the operation of FASB ASC 715):
- 4 (i) all indebtedness for borrowed money (other than trade liabilities incurred in the
5 ordinary course of business and payable in accordance with customary practices);
 - 6 (ii) all obligations evidenced by bonds, indentures, notes and other similar instruments;
 - 7 (iii) all obligations with respect to the deferred purchase price of property (other than as
8 described in clause (iv) below and other than trade liabilities incurred in the
9 ordinary course of business and payable in accordance with customary practices)
10 to the extent that such obligations are absolute and fixed and not subject to any right
11 of cancellation by the Borrower and/or any of its Subsidiaries;
 - 12 (iv) all obligations with respect to construction services to be performed, but only to the
13 extent such obligations have become due and owing as of the date of any such
14 determination pursuant to the provisions of the specific agreement evidencing such
15 obligations;
 - 16 (v) all obligations of the Borrower and its Subsidiaries as lessee under (a) leases that
17 have been or should be, in accordance with generally accepted accounting
18 principles, recorded as capital leases, and (b) Synthetic Lease Obligations;
 - 19 (vi) all liabilities secured by any Lien on any property owned by the Borrower or any
20 of its Subsidiaries;
 - 21 (vii) all obligations, contingent or otherwise, of the Borrower and its Subsidiaries in
22 respect of acceptances, letters of credit or similar extensions of credit, to the extent
23 such obligations exceed \$200,000,000 in the aggregate; *provided* that for the
24 purpose of determining compliance with the provisions of *Section 7.01(e)*,
25 "Funded Debt" shall include all such obligations, contingent or otherwise, of the
26 Borrower and its Subsidiaries in respect of acceptances, letters of credit and similar
27 extensions of credit;
 - 28 (viii) all net obligations under Swap Contracts in an amount equal to the Swap
29 Termination Value thereof;
 - 30 (ix) any Mandatorily Redeemable Stock of the Borrower and its Subsidiaries (the
31 amount of such Mandatorily Redeemable Stock to be determined for this purpose
32 as the higher of the liquidation preference and the amount payable upon redemption
33 of such Mandatorily Redeemable Stock);
 - 34 (x) any liabilities in respect of unfunded vested benefits under plans covered by Title
35 IV of ERISA; and
 - 36 (xi) guarantees of obligations of the type described in any of clauses (i) through clause
37 (x) of this definition above, but only to the extent of the indebtedness guaranteed

1 thereby which is then outstanding as of the date of any such determination pursuant
2 to the provisions of the agreement in respect of which such obligation exists or
3 arises.

4 "generally accepted accounting principles" means generally accepted accounting
5 principles, as recognized by the American Institute of Certified Public Accountants and the
6 Financial Accounting Standards Board, consistently applied and maintained on a consistent basis
7 for the Borrower and its Subsidiaries throughout the period indicated and (subject to *Section 1.03*)
8 consistent with the prior financial practice of the Borrower and its Subsidiaries.

9 "Governmental Authority" means, as to any Person, any government (or any political
10 subdivision or jurisdiction thereof), court, bureau, agency or other governmental authority having
11 jurisdiction over such Person or any of its business, operations or properties.

12 "Guaranteed Pension Plan" means any employee pension benefit plan within the meaning
13 of Section 3(2) of ERISA that is subject to Title IV of ERISA and that is maintained or contributed
14 to by the Borrower or any ERISA Affiliate or in respect of which the Borrower or any ERISA
15 Affiliate could be reasonably expected to have liability, other than a Multiemployer Plan.

16 "Immediately Available Funds" means funds with good value on the day and in the city in
17 which payment is received.

18 "Indemnified Taxes" means (a) Taxes, other than Excluded Taxes, imposed on or with
19 respect to any payment made by or on account of any obligation of the Borrower under any Loan
20 Document and (b) to the extent not otherwise described in the preceding clause (a), Other Taxes.

21 "Indemnitee" has the meaning specified in *Section 10.04*.

22 "Indemnity Claim" has the meaning specified in *Section 10.04*.

23 "Initial Lenders" means those Lenders listed on *Schedule I* on the Effective Date.

24 "Insolvency Proceeding" means, with respect to any Person, (a) any case, action or
25 proceeding with respect to such Person before any competent court or other Governmental
26 Authority relating to bankruptcy, reorganization, insolvency, liquidation, receivership, dissolution,
27 administrative receivership, administration, winding-up or relief of debtors, or (b) any general
28 assignment for the benefit of creditors, composition, marshalling of assets for creditors, or other,
29 similar arrangement in respect of its creditors generally or any substantial portion of its creditors,
30 undertaken under any U.S. Federal or state or any foreign law.

31 "Interest Payment Date" means (a) as to any Base Rate Loan, the last day of each calendar
32 quarter; (b) as to any Eurodollar Rate Loan in respect of which the Interest Period is (i) three (3)
33 months or less, the last day of such Interest Period and (ii) more than three (3) months, the date
34 that is three (3) months from the first day of such Interest Period and, in addition, the last day of
35 such Interest Period; and (c) as to all Loans, the Maturity Date.

36 "Interest Period" means, with respect to any particular Eurodollar Rate Loan, the period
37 which (i) initially commences on either (A) the borrowing or the initial Conversion Date of such

1 Eurodollar Rate Loan or (B) the date of Conversion of all or any portion of any particular Base
2 Rate Loan into a Eurodollar Rate Loan, as the case may be, and ends one (1), two (2), three (3) or
3 six (6) months thereafter as selected by the Borrower; and (ii) thereafter, each period commencing
4 on the last day of the next preceding Interest Period and ending on the last day of one of the
5 periods set forth above, as selected by the Borrower in an Interest Rate Notice; *provided*, that all
6 of the foregoing provisions relating to Interest Periods are subject to the following:

7 (i) if any Interest Period would otherwise end on a day that is not a Eurodollar Business
8 Day, then such Interest Period shall end on the next succeeding Eurodollar Business
9 Day unless the next succeeding Eurodollar Business Day falls in another calendar
10 month, in which case such Interest Period shall end on the immediately preceding
11 Eurodollar Business Day;

12 (ii) if any Interest Period begins on the last Eurodollar Business Day of a calendar
13 month (or on a day for which there is no numerically corresponding day in the
14 calendar month at the end of the Interest Period), then the Interest Period shall end
15 on the last Eurodollar Business Day of the calendar month at the end of such Interest
16 Period; and

17 (iii) no Interest Period shall extend beyond the Maturity Date.

18 "Interest Rate Notice" means a Notice given by the Borrower to the Agent (in substantially
19 the form set forth in Exhibit C) specifying the Borrower's election to Convert all or any portion of
20 the Loans, or specifying the Interest Period with respect to all or any portion of any Eurodollar
21 Rate Loans, or to continue such Loans for an additional Interest Period in accordance with
22 *Section 2.06*.

23 "Lenders" means each of the lending institutions listed on *Schedule I* so long as such
24 Lender has any rights and obligations in any outstanding Commitment or Loan hereunder and any
25 other Person who becomes an assignee of any rights and obligations of a Lender pursuant to
26 *Section 10.06*.

27 "Liabilities" has the meaning specified in *Section 10.04*.

28 "LIBOR" has the meaning given such term in the definition of "Eurodollar Rate".

29 "LIBOR Screen Rate" has the meaning given such term in the definition of "Eurodollar
30 Rate".

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

34 "Loan" means the aggregate principal amount advanced by each Lender as a Loan or Loans
35 to the Borrower under this Agreement.

36 "Loan Documents" means this Agreement, any Note or certificate or other document
37 executed and delivered in connection herewith or therewith.

1 "Loans" means the aggregate principal amount of the Loans of all Lenders Outstanding at
2 the time referred to in the context in which the term is used.

3 "Majority Lenders" means Lenders having more than fifty percent (50%) of the aggregate
4 amount of the Commitments, or, if the Commitments shall have terminated, Lenders holding more
5 than fifty percent (50%) of the aggregate unpaid principal amount of the Loans; provided that the
6 Commitment of any Defaulting Lender shall be excluded for the purposes of making a
7 determination of Majority Lenders.

8 "Mandatorily Redeemable Stock" means, with respect to any Person, any share of such
9 Person's capital stock to the extent that it is (i) redeemable, payable or required to be purchased or
10 otherwise retired or extinguished, or convertible into any indebtedness or other liability of such
11 Person, (A) at a fixed or determinable date, whether by operation of a sinking fund or otherwise,
12 (B) at the option of any Person other than such Person, or (C) upon the occurrence of a condition
13 not solely within the control of such Person, such as a redemption required to be made out of future
14 earnings, or (ii) presently convertible into Mandatorily Redeemable Stock.

15 "Master Agreement" has the meaning specified in the definition of "Swap Contract".

16 "Maturity Date" means the Commitment Termination Date.

17 "Moody's" means Moody's Investors Service, Inc.

18 "Multiemployer Plan" means any multiemployer plan within the meaning of Section 3(37)
19 of ERISA to which the Borrower or any ERISA Affiliate contributes or has an obligation to
20 contribute or has within any of the preceding five plan years contributed or had an obligation to
21 contribute.

22 "NextEra Energy" means NextEra Energy, Inc., a Florida corporation.

23 "Non-Defaulting Lenders" means, at any particular time, each Lender that is not a
24 Defaulting Lender at such time.

25 "Nonrecourse Indebtedness" has the meaning specified in *Section 5.17*.

26 "Note" means any promissory note as may be issued pursuant to *Section 2.03(b)*, including
27 any promissory note delivered in substitution or exchange thereof.

28 "Notice" has the meaning specified in *Section 10.02*.

29 "One Month LIBOR" means the LIBOR applicable to Dollars for a period of one (1) month
30 (for the avoidance of doubt, One Month LIBOR for any day shall be based on the rate appearing
31 on Reuters LIBOR01 Page (or other commercially available source providing such quotations as
32 designated by the Agent from time to time) at approximately 11:00 a.m. London time two (2)
33 Business Days prior to such day); *provided* that if One Month LIBOR shall be less than zero, such
34 rate shall be deemed to be zero for purposes of this Agreement.

1 "Other Connection Taxes" means, with respect to any Recipient, Taxes imposed as a result
2 of a present or former connection between such Recipient and the jurisdiction imposing such Tax
3 (other than connections arising from such Recipient having executed, delivered, become a party
4 to, performed its obligations under, received payments under, received or perfected a security
5 interest under, engaged in any other transaction pursuant to or enforced any Loan Document, or
6 sold or assigned an interest in any Loan or Loan Document).

7 "Other Taxes" means all present or future stamp, court or documentary, intangible,
8 recording, filing or similar Taxes that arise from any payment made under, from the execution,
9 delivery, performance, enforcement or registration of, from the receipt or perfection of a security
10 interest under, or otherwise with respect to, any Loan Document, except any such Taxes that are
11 Other Connection Taxes imposed with respect to an assignment (other than an assignment made
12 pursuant to Sections 2.10).

13 "Outstanding" means, with respect to any Loan, the aggregate unpaid principal amount
14 thereof as of any date of determination.

15 "Participant" has the meaning specified in *Section 10.06(d)*.

16 "Participant Register" has the meaning specified in *Section 10.06(d)*.

17 "Parties" and "Party" have the meanings specified in the Preamble.

18 "PBGC" means the Pension Benefit Guaranty Corporation created by Section 4002 of
19 ERISA and any successor entity or entities having similar responsibilities.

20 "Person" means any individual, corporation, partnership, trust, unincorporated association,
21 business, or other legal entity, and any government or any governmental agency or political
22 subdivision thereof.

23 "Platform" has the meaning specified in *Section 10.02(b)*.

24 "Prime Rate" means, for any day, the prime commercial lending rate of the Agent as
25 publicly announced to be in effect from time to time, such rate to be adjusted automatically,
26 without notice, on the effective date of any change in such rate.

27 "Pro Rata Share" means, as to any Lender at any time, the percentage equivalent (expressed
28 as a decimal) at such time of such Lender's Commitment divided by the combined Commitments
29 of all of the Lenders at such time.

30 "Rating Agency" means any of Fitch, Moody's or Standard & Poor's.

31 "Recipient" means the Agent and any Lender.

32 "Register" has the meaning specified in *Section 10.06(c)*.

33 "Regulations A, D, U and X" means, respectively, Regulations A, D, U and X of the Federal
34 Reserve Board (or any successor).

1 "Regulatory Change" means, with respect to any Lender, any change after the Effective
2 Date in Federal, state or foreign law or regulations (including, without limitation, Regulation D)
3 or the adoption, making or change in after such date of any interpretation, directive or request
4 applying to a class of banks including such Lender of or under any Federal, state or foreign law or
5 regulations (whether or not having the force of law and whether or not the failure to comply
6 therewith would be unlawful) by any court or governmental or monetary authority charged with
7 the interpretation or administration thereof.

8 "Related Parties" means, with respect to any Person, such Person's affiliates and the
9 partners, directors, officers, employees, agents, trustees, administrators, managers, advisors and
10 representatives of such Person and of such Person's affiliates.

11 "Removal Effective Date" has the meaning specified in *Section 9.07(b)*.

12 "Requirement of Law" means, as to any Person, the certificate of incorporation and by-
13 laws or other organizational or governing documents of such Person, if any, and any law (including
14 common law), statute, ordinance, treaty, rule, regulation, order, decree, judgment, writ, injunction,
15 settlement agreement, requirement or final, non-appealable determination of an arbitrator or a
16 court or other Governmental Authority, in each case applicable to or binding upon such Person or
17 any of its property or to which such Person or any of its property is subject.

18 "Resignation Effective Date" has the meaning specified in *Section 9.07(a)*.

19 "Sanctions" means, sanctions administered or enforced by the US Department of the
20 Treasury's Office of Foreign Assets Control (OFAC), US Department of State, United Nations
21 Security Council, European Union, Her Majesty's Treasury, or other relevant sanctions authority.

22 "Standard & Poor's" means S&P Global Ratings.

23 "Subsidiary" means any corporation, association, trust, or other business entity of which
24 the Borrower (or where the context requires, NextEra Energy) shall at any time own directly or
25 indirectly through a Subsidiary or Subsidiaries at least a majority (by number of votes) of the
26 outstanding Voting Stock.

27 "Swap Contract" means (a) any and all rate swap transactions, basis swaps, credit
28 derivative transactions, forward rate transactions, commodity swaps, commodity options, forward
29 commodity contracts, equity or equity index swaps or options, bond or bond price or bond index
30 swaps or options or forward bond or forward bond price or forward bond index transactions,
31 interest rate options, forward foreign exchange transactions, cap transactions, floor transactions,
32 collar transactions, currency swap transactions, cross-currency rate swap transactions, currency
33 options, spot contracts, or any other similar transactions or any combination of any of the foregoing
34 (including any options to enter into any of the foregoing), whether or not any such transaction is
35 governed by or subject to any master agreement, and (b) any and all transactions of any kind, and
36 the related confirmations, which are subject to the terms and conditions of, or governed by, any
37 form of master agreement published by the International Swaps and Derivatives Association, Inc.
38 or any International Foreign Exchange Master Agreement (any such master agreement, together
39 with any related schedules, a "Master Agreement"), including any such obligations or liabilities
40 under any Master Agreement.

1 "Swap Termination Value" means, in respect of any one or more Swap Contracts, after
2 taking into account the effect of any legally enforceable netting agreement relating to such Swap
3 Contracts, (a) for any date on or after the date such Swap Contracts have been closed out and
4 termination value(s) determined in accordance therewith, such termination value(s), and (b) for
5 any date prior to the date referenced in clause (a) the amount(s) determined as the mark-to-market
6 value(s) for such Swap Contracts, as determined based upon one or more mid-market or other
7 readily available quotations provided by any recognized dealer in such Swap Contracts (which
8 may include any Lender).

9 "Syndicated Credit Agreement" means the U.S. \$2,500,000,000 Amended & Restated
10 Corporate Revolving Credit Agreement, dated as of February 8, 2013, between the Borrower,
11 JPMorgan Chase Bank, N.A., as Administrative Agent thereunder and JPMorgan Chase Bank,
12 N.A., as Swing Line Lender thereunder, and the lending institutions parties thereto from time to
13 time.

14 "Synthetic Lease Obligation" means the monetary obligation of the Borrower or any of its
15 Subsidiaries under (a) a so-called synthetic, off-balance sheet or tax retention lease, or (b) an
16 agreement for the use or possession of property creating obligations that do not appear on the
17 balance sheet of such Person but which, upon the insolvency or bankruptcy of such Person, would
18 be characterized as the indebtedness of such Person (without regard to accounting treatment).

19 "Taxes" means all present or future taxes, levies, imposts, duties, deductions, withholdings
20 (including backup withholdings), assessments, fees or other charges imposed by any
21 Governmental Authority, including any interest, additions to tax or penalties applicable thereto.

22 "Total Capitalization" means the sum of Funded Debt plus equity appearing on the
23 consolidated balance sheet of the Borrower and its consolidated subsidiaries (including, without
24 limitation, common equity, preferred stock and any such other equity classifications as may be
25 permitted by generally accepted accounting principles), prepared as of the end of a fiscal quarter
26 in accordance with generally accepted accounting principles consistent with those applied in the
27 preparation of the Borrower's financial statements (other than as consolidated on the balance sheet
28 of the Borrower and its Subsidiaries solely as a result of the operation of the variable interest entity
29 provisions of FASB ASC 810 and without giving effect to any change to Funded Debt or equity
30 as a result of the operation of FASB ASC 715).

31 "Type" has the meaning specified in *Section 1.02(h)*.

32 "U.S. Person" means any Person that is a "United States Person" as defined in Section
33 7701(a)(30) of the Code.

34 "U.S. Tax Compliance Certificate" has the meaning assigned to such term in paragraph (ii)
35 of *Section 3.10(e)*.

36 "Unused Commitment Fee" has the meaning given such term in *Section 2.09*.

37 "Voting Stock" means stock or similar interest, of any class or classes (however
38 designated), the holders of which are at the time entitled, as such holders, to vote for the election
39 of a majority of the directors (or persons performing similar functions) of the corporation,

1 association, trust or other business entity involved, whether or not the right so to vote exists by
2 reason of the happening of a contingency.

3 "Withholding Agent" means the Borrower and the Agent.

4 "Write-Down and Conversion Powers" means, with respect to any EEA Resolution
5 Authority, the write-down and conversion powers of such EEA Resolution Authority from time to
6 time under the Bail-In Legislation for the applicable EEA Member Country, which write-down
7 and conversion powers are described in the EU Bail-In Legislation Schedule.

8 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 amended, modified
11 or supplemented from time to time in accordance with its terms and, if applicable, the terms of this
12 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
15 law.

16 (d) A reference to any Person includes its permitted successors and permitted
17 assigns.

18 (e) The words "include," "includes" and "including" are not limiting.

19 (f) Reference to any particular "Article," "Section," "Schedule," "Exhibit,"
20 "Recital" or "Preamble" refers to the corresponding Article, Section, Schedule, Exhibit, Recital or
21 Preamble of this Agreement unless otherwise indicated.

22 (g) The words "herein," "hereof," "hereunder," "hereto" and words of like
23 import shall refer to this Agreement as a whole and not to any particular section or subdivision of
24 this Agreement.

25 (h) Loans hereunder are distinguished by "Type". The Type of a Loan refers to
26 whether the Loan is a Base Rate Loan or a Eurodollar Rate Loan, each of which constitutes a Type.

27 1.03 Accounting Matters. Except as otherwise expressly provided herein, all terms of
28 an accounting or financial nature shall be construed in accordance with generally accepted
29 accounting principles, as in effect from time to time; *provided that*, if the Borrower notifies the
30 Agent that the Borrower requests an amendment to any provision hereof to eliminate the effect of
31 any change occurring after the Effective Date in generally accepted accounting principles or in the
32 application thereof on the operation of such provision (or if the Agent notifies the Borrower that
33 the Majority Lenders request an amendment to any provision hereof for such purpose), regardless
34 of whether any such Notice is given before or after such change in generally accepted accounting
35 principles or in the application thereof, then (a) such provision shall be interpreted on the basis of
36 generally accepted accounting principles as in effect and applied immediately before such change

1 shall have become effective until such Notice shall have been withdrawn or such provision
2 amended in accordance therewith and (b) the Borrower shall provide to the Agent financial
3 statements and other documents required under this Agreement or as reasonably requested
4 hereunder setting forth a reconciliation between calculations made before and after giving effect
5 to such change in generally accepted accounting principles.

6 ARTICLE II - LOANS.

7 2.01 Commitment to Lend. Each of the Lenders severally agrees, on the terms of this
8 Agreement (including, without limitation, *Article 6*), to make, simultaneously with the other
9 Lenders, Loans in Dollars to the Borrower for a period commencing on the Effective Date and
10 terminating on the Commitment Termination Date, in an aggregate amount Outstanding at any one
11 time not to exceed such Lender's Commitment. Within the limits of the Commitment of each
12 Lender, the Borrower may borrow under this *Section 2.01*, prepay pursuant to *Section 2.02(e)* and
13 re-borrow under this *Section 2.01*.

14 2.02 Notice and Manner of Borrowing; Optional Prepayment.

15 (a) The Borrower shall give a Borrowing Notice in substantially the form of
16 *Exhibit A* (or telephonic notice, promptly confirmed in writing) to the Agent (i) prior to 2:00 p.m.,
17 New York, New York time on the proposed Borrowing Date in the case of a Base Rate Loan and
18 (ii) prior to 11:00 a.m., New York, New York time on the date that is at least three (3) Eurodollar
19 Business Days prior to the proposed Borrowing Date in the case of a Eurodollar Rate Loan,
20 specifying (A) the Borrowing Date (which shall be a Business Day), (B) whether the requested
21 Borrowing is of a Base Rate Loan or a Eurodollar Rate Loan, or any combination thereof as
22 permitted under the terms of this *Section 2.02*, and the amount of each and (C) in the case of each
23 Eurodollar Rate Loan, the initial Interest Period applicable thereto.

24 (b) The Agent shall give written or telephonic notice (confirmed in writing) to
25 each of the Lenders promptly upon receipt of each Borrowing Notice.

26 (c) Each of the Lenders shall, not later than (i) 3:00 p.m., New York, New York
27 time, on each Borrowing Date, in the case of a Base Rate Loan, and (ii) 1:00 p.m., New York, New
28 York time, on each Borrowing Date, in the case of a Eurodollar Rate Loan, make Immediately
29 Available Funds in Dollars in the amount of such Lender's Loan available to the Agent at the office
30 of the Agent, at its address set forth on *Schedule I*. After the Agent's receipt of such funds and
31 upon fulfillment of the applicable conditions set forth in Section 7.02, the Agent will make such
32 funds available to the Borrower by crediting the Borrower's designated account in accordance with
33 the wire instructions included in the applicable Borrowing Notice.

34 (d) Any notice delivered or given by the Borrower to the Agent as provided in
35 this *Section 2.02* shall be irrevocable and binding upon the Borrower upon receipt by the Agent.
36 Each Borrowing shall be in the principal amount of Ten Million Dollars (\$10,000,000) or any
37 integral multiple of One Million Dollars (\$1,000,000) in excess thereof. In no event shall the
38 Borrower select Interest Periods and Types of Loans which would have the result that there shall
39 be more than six (6) different Interest Periods for Loans outstanding at the same time (for which

1 purpose Interest Periods for Loans of different Types shall be deemed to be different Interest
2 Periods even if the Interest Periods begin and end on the same dates).

3 (e) The Borrower shall have the right, at any time and from time to time, to
4 prepay the Loans in whole or in part, without penalty or premium, upon not less than three (3)
5 Business Days' prior Notice (or telephonic notice promptly confirmed in writing) given to the
6 Agent not later than 11:00 A.M. (New York City time), in the case of Eurodollar Rate Loans and
7 same day written Notice (or telephonic notice promptly confirmed in writing) to the Agent not
8 later than 11:00 A.M. (New York City time) in the case of Base Rate Loans; *provided* that (i) each
9 prepayment shall be in the principal amount of \$10,000,000 or any integral multiple of \$1,000,000
10 in excess thereof, or equal to the remaining principal balance outstanding under such Loan, and
11 (ii) in the event that the Borrower shall prepay any portion of any Eurodollar Rate Loan prior to
12 the last day of the Interest Period relating thereto, the Borrower shall indemnify each of the Lenders
13 in respect of such prepayment in accordance with *Section 3.09*.

14 (f) Unless the Agent shall have received notice from a Lender prior to the time
15 of any Borrowing that such Lender will not make available to the Agent such Lender's ratable
16 portion of such Borrowing, the Agent may assume that such Lender has made such portion
17 available to the Agent on the date of such Borrowing in accordance with Section 2.02(c) and the
18 Agent may, in reliance upon such assumption, make available to the Borrower on such date a
19 corresponding amount. If and to the extent that such Lender shall not have so made such ratable
20 portion available to the Agent, such Lender and the Borrower severally agree to repay to the Agent
21 forthwith on demand such corresponding amount together with interest thereon, for each day from
22 the date such amount is made available to the Borrower until the date such amount is repaid to the
23 Agent, at (i) in the case of the Borrower, the interest rate applicable at the time to Borrowings of
24 such Type and (ii) in the case of such Lender, the Federal Funds Rate. If such Lender shall repay
25 to the Agent such corresponding amount, such amount so repaid shall constitute such Lender's
26 Loan as part of such Borrowing for purposes of this Agreement.

27 (g) The failure of any Lender to make any Loan to be made by it on the date
28 specified therefor shall not relieve any other Lender of its obligation to make its Loan on such
29 date, but neither any Lender nor the Agent shall be responsible for the failure of any other Lender
30 to make a Loan to be made by such other Lender.

31 2.03 Evidence of Indebtedness and Note.

32 (a) The Loans made by each Lender shall be evidenced by one or more accounts
33 or records maintained by such Lender and by the Agent in the ordinary course of business. The
34 accounts or records maintained by the Agent and each Lender shall be conclusive absent manifest
35 error. Any failure to so record or any error in doing so shall not, however, limit or otherwise affect
36 the obligation of the Borrower hereunder to pay any amount owing with respect to its obligations
37 hereunder. In the event of any conflict between the accounts and records maintained by any Lender
38 and the accounts and records of the Agent in respect of such matters, the accounts and records of
39 the Agent shall control in the absence of manifest error.

40 (b) If specifically requested by any particular Lender in writing furnished to the
41 Borrower, the Borrower's obligation to pay the principal of, and interest on, the Loans made by

1 such Lender shall be evidenced by a promissory note duly executed and delivered by the Borrower,
2 such Note to be substantially in the form of Exhibit B with blanks appropriately completed in
3 conformity herewith (each, a "Note" and, collectively, the "Notes").

4 (c) The Note issued to any Lender shall (i) be payable to the order of such
5 Lender, (ii) be dated as of the Effective Date, (iii) be in a stated maximum principal amount equal
6 to the Commitment of such Lender, (iv) mature on the Maturity Date, (v) bear interest as provided
7 in this Agreement, and (vi) be entitled to the benefits of this Agreement and the other Loan
8 Documents.

9 (d) Each Lender will advise the Borrower of the outstanding indebtedness
10 hereunder to such Lender upon written request therefor.

11 2.04 Mandatory Payment. The Loans will mature on the Maturity Date and the
12 Borrower unconditionally promises to pay to the Agent for account of each Lender the entire
13 unpaid principal amount of such Lender's Loans Outstanding on the Maturity Date plus all accrued
14 and unpaid interest thereon and all other amounts then due hereunder.

15 2.05 Interest.

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

17 (i) To the extent that all or any portion of any Loan is a Eurodollar Rate
18 Loan, such Loan or such portion shall bear interest during each applicable Interest Period at a rate
19 per annum equal to the Eurodollar Rate plus ninety-five basis points per annum (95 bps) per
20 annum.

21 (ii) To the extent that all or any portion of any Loan is a Base Rate Loan,
22 such Loan or such portion shall bear interest at a rate per annum equal to the Base Rate.

23 (b) The Borrower promises to pay interest on each Loan or any portion thereof
24 Outstanding in arrears on (i) each Interest Payment Date applicable to such Loan and (ii) upon the
25 payment or prepayment thereof or the Conversion thereof to a Loan of another Type (but only on
26 the principal amount so paid, prepaid or Converted).

27 (c) After each Loan is made, the Borrower will have the interest rate options
28 described in *Section 2.06* with respect to all or any part of such Loan.

29 (d) The Agent shall give prompt Notice to the Borrower of the applicable
30 interest rate determined by the Agent for purposes of clauses (i) or (ii) of *Section 2.05(a)*.

31 (e) Overdue principal, and to the extent permitted by applicable law, overdue
32 interest on the Loans and all other overdue amounts payable hereunder or under any Note shall
33 bear interest payable on demand, in the case of (i) overdue principal of or overdue interest on each
34 Loan, at a rate per annum equal to two percent (2%) above the rate then applicable to such Loan
35 and (ii) any other overdue amounts, at a rate per annum equal to two percent (2%) above the Base
36 Rate, in each case until such amount shall be paid in full (after, as well as before, judgment)

1 2.06 Interest Rate Conversion or Continuation Options.

2 (a) The Borrower may, subject to this *Section 2.06*, elect from time to time to
3 Convert all or any portion of any Loan to a Loan of another Type, *provided* that (i) with respect to
4 any such Conversion of all or any portion of any Eurodollar Rate Loan to a Base Rate Loan, the
5 Borrower shall give the Agent an Interest Rate Notice (or telephonic notice promptly confirmed
6 in writing) at least three (3) Business Days prior to such Conversion; (ii) in the event of any
7 Conversion of all or any portion of a Eurodollar Rate Loan into a Base Rate Loan prior to the last
8 day of the Interest Period relating to that Eurodollar Rate Loan, the Borrower shall indemnify each
9 Lender in respect of such Conversion in accordance with *Section 3.09*; (iii) with respect to any
10 such Conversion of all or any portion of a Base Rate Loan to a Eurodollar Rate Loan, the Borrower
11 shall give the Agent an Interest Rate Notice (or telephonic notice promptly confirmed in writing)
12 at least three (3) Eurodollar Business Day prior to such election; and (iv) no Loan may be
13 Converted into a Eurodollar Rate Loan when any Default has occurred and is continuing. On the
14 date on which such Conversion is being made, any Lender may take such action, if any, as it deems
15 desirable to transfer its Loan to its Domestic Lending Office or its Eurodollar Lending Office, as
16 the case may be. All or any part of Loans of any Type may be Converted as specified herein;
17 *provided* that partial Conversions shall be in an aggregate principal amount of \$10,000,000 or any
18 integral multiple of \$1,000,000 in excess thereof. The Agent shall notify the Lenders promptly of
19 each such Interest Rate Notice made by the Borrower. Each Interest Rate Notice relating to the
20 Conversion of all or any portion of any Base Rate Loan to a Eurodollar Rate Loan shall be
21 irrevocable by the Borrower.

22 (b) Eurodollar Rate Loans may be continued as such upon the expiration of an
23 Interest Period with respect thereto by compliance by the Borrower with the notice provisions
24 contained in *Section 2.06(a)*; *provided* that no Eurodollar Rate Loan may be continued as such
25 when any Event of Default has occurred and is continuing, but shall be automatically Converted
26 to a Base Rate Loan on the last day of the first Interest Period that ends during the continuance of
27 any Event of Default of which the officers of the Agent active upon the Borrower's account have
28 actual knowledge.

29 (c) Any Conversion to or from Eurodollar Rate Loans shall be in such amounts
30 and be made pursuant to such elections so that, after giving effect thereto, the aggregate principal
31 amount of all Eurodollar Rate Loans having the same Interest Period shall not be less than
32 \$10,000,000 or any integral multiple of \$1,000,000 in excess thereof. On the date on which the
33 aggregate unpaid principal amount of Eurodollar Rate Loans comprising any Borrowing shall be
34 reduced, by payment or prepayment or otherwise, to less than \$10,000,000, such Loans shall
35 automatically Convert into Base Rate Loans.

36 (d) Except to the extent otherwise expressly provided herein, (i) each
37 Borrowing of Loans from the Lenders hereunder, each Conversion or continuation of all or a
38 portion of any Loan of a particular Type hereunder, each payment of fees hereunder and the
39 termination or reduction of Commitments hereunder, shall be effected pro rata among the Lenders
40 in accordance with the amounts of their respective Pro Rata Share and (ii) each payment of interest
41 on Loans by the Borrower shall be made for account of the Lenders pro rata in accordance with
42 the amounts of interest on such Loans then due and payable to the respective Lenders.

1 (e) Upon the expiration of any Interest Period, the Borrower shall be deemed
2 to have requested a new Interest Period of equal duration as the immediately preceding Interest
3 Period or an Interest Period of three (3) months, whichever is shorter, unless, at least three (3)
4 Business Days prior to said expiration, the Borrower shall have delivered to the Agent an Interest
5 Rate Notice (or telephonic notice promptly confirmed in writing) specifying a new Interest Period
6 of a different duration.

7 (f) In the event, prior to the commencement of any Interest Period relating to
8 any Eurodollar Rate Loans, the Agent shall determine or be notified by the Majority Lenders that
9 adequate and reasonable methods do not exist for ascertaining the Eurodollar Rate that would
10 otherwise determine the rate of interest to be applicable to any Eurodollar Rate Loan, or that the
11 Eurodollar Rate will not adequately reflect the cost to the Majority Lenders of making, funding or
12 maintaining their Eurodollar Rate Loans, during any Interest Period, the Agent shall forthwith give
13 Notice of such determination (which shall be conclusive and binding on the Borrower and the
14 Lenders) to the Borrower and the Lenders. In such event (i) any Interest Rate Notice with respect
15 to Eurodollar Rate Loans shall be automatically withdrawn and any Interest Rate Notice shall be
16 deemed to be a request for a Base Rate Loan, (ii) each Eurodollar Rate Loan will automatically,
17 on the last day of the then current Interest Period thereof, become a Base Rate Loan, and (iii) the
18 obligations of the Lenders to make Eurodollar Rate Loans shall be suspended until the Agent or
19 the Majority Lenders determine that the circumstances giving rise to such suspension no longer
20 exist, whereupon the Agent or the Agent upon the instruction of the Majority Lenders, shall so
21 notify the Borrower and the Lenders. Each affected Lender agrees that it shall forthwith give
22 Notice of such fact to the Borrower and the Agent at such time as the circumstances described in
23 the first sentence of this Section 2.06(f) no longer pertain to it.

24 (g) If at any time the Agent determines (which determination shall be
25 conclusive absent manifest error) that (i) that adequate and reasonable methods do not exist for
26 ascertaining the Eurodollar Rate that would otherwise determine the rate of interest to be applicable
27 to any Eurodollar Rate Loan and such circumstance is unlikely to be temporary or (ii) any of (w)
28 the supervisor for the administrator of the LIBO Screen Rate has made a public statement that the
29 administrator of the LIBO Screen Rate is insolvent (and there is no successor administrator that
30 will continue publication of the LIBO Screen Rate), (x) the administrator of the LIBO Screen Rate
31 has made a public statement identifying a specific date after which the LIBO Screen Rate will
32 permanently or indefinitely cease to be published by it (and there is no successor administrator
33 that will continue publication of the LIBO Screen Rate), (y) the supervisor for the administrator
34 of the LIBO Screen Rate has made a public statement identifying a specific date after which the
35 LIBO Screen Rate will permanently or indefinitely cease to be published or (z) the supervisor for
36 the administrator of the LIBO Screen Rate or a Governmental Authority having jurisdiction over
37 the Agent has made a public statement identifying a specific date after which the LIBO Screen
38 Rate may no longer be used for determining interest rates for loans, then the Agent and the
39 Borrower shall endeavor to establish an alternate rate of interest to the LIBO Rate that gives due
40 consideration to the then prevailing market convention for determining a rate of interest for
41 syndicated loans in the United States at such time, and shall enter into an amendment to this
42 Agreement to reflect such alternate rate of interest and such other related changes to this
43 Agreement as may be applicable (but for the avoidance of doubt, such related changes shall not
44 include a reduction of the applicable margin payable in respect of Eurodollar Rate Loans);
45 provided that, if such alternate rate of interest as so determined would be less than zero, such rate

1 shall be deemed to be zero for the purposes of this Agreement. Notwithstanding anything to the
2 contrary in Section 10.01, such amendment shall become effective without any further action or
3 consent of any other party to this Agreement so long as the Agent shall not have received, within
4 five Business Days of the date such amendment is provided to the Lenders, a written notice from
5 the Majority Lenders stating that such Majority Lenders object to such amendment. Until an
6 alternate rate of interest shall be determined in accordance with this clause (b) (but, in the case of
7 the circumstances described in clause (ii)(w), clause (ii)(x) or clause (ii)(y) of the first sentence of
8 this Section 2.06(g), only to the extent the LIBO Screen Rate for such Interest Period is not
9 available or published at such time on a current basis), (x) any Interest Rate Notice that requests
10 the conversion of any Borrowing to, or continuation of any Borrowing as, a Eurodollar Borrowing
11 shall be ineffective and (y) if any Borrowing Notice requests a Eurodollar Borrowing, such
12 Borrowing shall be made as a Base Rate Borrowing.

13 2.07 [Reserved.]

14 2.08 Commitment Reduction. The Borrower shall have the right, exercisable at any time
15 and from time to time, upon two (2) Business Days' Notice to the Agent (or telephonic notice
16 promptly confirmed in writing), to terminate in whole or reduce in part the Commitment; *provided*
17 that each partial reduction of the Commitment shall be in an amount of \$10,000,000 or integral
18 multiples of \$1,000,000 in excess thereof; and *provided further* that the Commitment may not be
19 reduced to any amount less than the aggregate principal amount (without duplication) of all Loans
20 and Outstanding at the time of any such reduction.

21 2.09 Unused Commitment Fee. Borrower agrees to pay to the Agent for the account of
22 each Lender a per annum Unused Commitment Fee (the "Unused Commitment Fee") for the period
23 from and including the Effective Date (or such later date as such Lender incurs a Commitment
24 hereunder) to but not including the earlier of the date such Lender's Commitment is terminated and
25 the Commitment Termination Date, equal to the seven and one-half basis points (7.5 bps)
26 multiplied by the daily average unused amount of such Lender's Commitment for such period;
27 *provided* that, for any period during which a Lender is a Defaulting Lender, such Defaulting
28 Lender shall not be entitled to receive any Unused Commitment Fee (and the Borrower shall not
29 be required to pay any such fee that otherwise would have been required to have been paid to that
30 Defaulting Lender). The Unused Commitment Fee shall be payable to the Agent for the account
31 of each Lender (a) quarterly in arrears on the last day of each March, June, September and
32 December, commencing on September 30, 2019, and (b) on the earlier of (i) the date the
33 Commitments are terminated in full and (ii) the Commitment Termination Date.

34 2.10 Replacement of Lenders. If (i) any Lender requests compensation under
35 *Section 3.06* or *Section 3.07*, (ii) the Borrower is required to pay any additional amount to any
36 Lender or any Governmental Authority for the account of any Lender pursuant to *Section 3.10*,
37 (iii) any Lender is not able to make or maintain its Loans as a result of any event or circumstance
38 contemplated in *Section 3.05*, (iv) any Lender is a Defaulting Lender, or (v) any Lender fails to
39 consent to an election, consent, amendment, waiver or other modification to this Agreement or any
40 other Loan Document that requires consent of a greater percentage of the Lenders than the Majority
41 Lenders, and such election, consent, amendment, waiver or other modification is otherwise
42 consented to by the Majority Lenders, then the Borrower may, at its sole expense and effort, upon
43 Notice to such Lender and the Agent, require such Lender to assign and delegate, without recourse

1 (in accordance with and subject to the restrictions contained in, and consents required by,
2 *Section 10.06*), all of its interests, rights and obligations under this Agreement and the related Loan
3 Documents to an Eligible Assignee that shall assume such obligations (which Eligible Assignee
4 may be another Lender, if such Lender accepts such assignment); *provided* that:

5 (a) any such assignment resulting from a claim against the Borrower for
6 additional compensation pursuant to *Section 3.06* or *Section 3.07* or a requirement that the
7 Borrower pay an additional amount pursuant to *Section 3.10* has the effect of reducing the amount
8 that the Borrower otherwise would have been obligated to pay under those sections;

9 (b) no such assignment shall conflict with applicable law;

10 (c) the Borrower shall have paid to the Agent the assignment fee specified in
11 *Section 10.06(b)*; and

12 (d) such Lender shall have received payment of an amount equal to one hundred
13 percent (100%) of the Outstanding amount of its Loans, any accrued and unpaid interest thereon,
14 any accrued and unpaid fees and other accrued and unpaid amounts payable to it hereunder and
15 under the other Loan Documents (including any amounts under *Section 3.09*) from the assignee
16 (to the extent of such Outstanding principal and accrued interest and fees) or the Borrower (in the
17 case of any other accrued and unpaid amounts).

18 ARTICLE III - CERTAIN GENERAL PROVISIONS.

19 3.01 [Reserved]

20 3.02 Funds for Payments.

21 (a) All payments of principal, interest, fees and any other amounts due
22 hereunder or under any of the other Loan Documents shall be made to the Agent, without
23 counterclaim or setoff except as provided in *Article 8*, at the offices of the Agent, at its address set
24 forth in *Schedule I*, for the respective accounts of the Lenders, in Immediately Available Funds,
25 not later than 2:00 p.m., New York, New York time, on the due date therefor. Any payment
26 received by the Agent after 2:00 p.m., New York, New York time, shall be deemed to have been
27 received on the next succeeding Business Day. The Agent will promptly thereafter cause to be
28 distributed like funds relating to the payment of principal or interest or fees ratably (other than
29 amounts payable pursuant to *Sections 3.06, 3.07, 3.09, 3.10, 10.03* and *10.04* to the Lenders for
30 the account of their respective Applicable Lending Offices, and like funds relating to the payment
31 of any other amount payable to any Lender to such Lender for the account of its Applicable
32 Lending Office, in each case to be applied in accordance with the terms of this Agreement;
33 *provided* that, for the purpose of calculating any Lender's Pro Rata Share of any payment
34 hereunder, payments to each such Lender shall include any amounts set off by the Borrower against
35 such Lender pursuant to *Section 8.02*.

36 (b) Unless the Agent shall have received Notice from the Borrower prior to the
37 date on which any payment is due to the Lenders that the Borrower will not make such payment
38 in full, the Agent may assume that the Borrower has made such payment in full to the Agent on
39 such date and the Agent may, in reliance upon such assumption, cause to be distributed to each

1 Lender on such due date an amount equal to the amount then due such Lender. If and to the extent
2 the Borrower shall not have so made such payment in full to the Agent or each Lender, as the case
3 may be, the Borrower shall repay to the Agent forthwith on demand such amount distributed to
4 such Lender, together with interest thereon, for each day from the date such amount is distributed
5 to such Lender until the date such Lender, repays such amount to the Agent, at the Federal Funds
6 Rate.

7 3.03 Computations. All computations of interest based on the Prime Rate shall be made
8 by the Agent on the basis of a year of 365 or 366 days, as the case may be, and all computations
9 of interest based on the Eurodollar Rate or the Federal Funds Rate and of fees shall be made by
10 the Agent on the basis of a year of 360 days, in each case for the actual number of days (including
11 the first day but excluding the last day) occurring in the period for which such interest or fees are
12 payable. Except as otherwise provided in the definition of the term "Interest Period" with respect
13 to any Eurodollar Rate Loan, whenever a payment hereunder or under any of the other Loan
14 Documents becomes due on a day that is not a Business Day, the due date for such payment shall
15 be extended to the next succeeding Business Day, and interest on any principal so extended shall
16 accrue during such extension.

17 3.04 [Reserved]

18 3.05 Illegality. Notwithstanding any other provisions herein, if any present or future
19 law, regulation, treaty or directive or in the interpretation or application thereof shall make it
20 unlawful for any Lender to make or maintain any Loan as a Eurodollar Rate Loan, such Lender
21 shall promptly give Notice of such circumstances to the Borrower and the other Lenders and
22 thereupon (a) the commitment of such Lender to make any Loan as a Eurodollar Rate Loan or
23 Convert any portion of the Loans of another Type to a Eurodollar Rate Loan shall automatically
24 be suspended, and (b) such Lender's portion of the Loans then outstanding as Eurodollar Rate
25 Loans, if any, shall be Converted automatically to Base Rate Loans on the last day of each Interest
26 Period applicable to each such Eurodollar Rate Loan or within such earlier period as may be
27 required by law. Notwithstanding anything contained in this *Section 3.05* to the contrary, in the
28 event that any Lender is unable to make or maintain any Loan as a Eurodollar Rate Loan as set
29 forth in this *Section 3.05*, such Lender agrees to use reasonable efforts (consistent with its internal
30 policy and legal and regulatory restrictions) to designate an alternative Eurodollar Lending Office
31 so as to avoid such inability.

32 3.06 Additional Costs. If any Change in Law:

33 (a) imposes, increases or renders applicable (other than to the extent
34 specifically provided for elsewhere in this Agreement) any special deposit, reserve, assessment,
35 liquidity, capital adequacy or other similar requirements (whether or not having the force of law)
36 against assets held by, or deposits in or for the account of, or loans by, or commitments of an office
37 of any Lender, or

38 (b) imposes on any Lender or the Agent any other conditions or requirements
39 with respect to this Agreement, the other Loan Documents, any Loan or the Commitment of such
40 Lender hereunder,

1 (c) and the foregoing has the result of:

2 (i) increasing the cost or reducing the return to any Lender of making,
3 funding, issuing, renewing, extending or maintaining any Loan as a Eurodollar Rate Loan or
4 maintaining its Commitment, or

5 (ii) reducing the amount of principal, interest or other amount payable
6 to such Lender hereunder on account of any Loan being a Eurodollar Rate Loan, or

7 (iii) requiring such Lender to make any payment or to forego any interest
8 or other sum payable hereunder, the amount of which payment or foregone interest or other sum
9 is calculated by reference to the gross amount of any sum receivable or deemed received by such
10 Lender from the Borrower hereunder,

11 then, and in each such case, the Borrower will, upon demand made by such Lender at any time and
12 from time to time and as often as the occasion therefor may arise, pay to such Lender such
13 additional amounts as will be sufficient to compensate such Lender for such additional cost,
14 reduction, payment or foregone interest or other sum. Notwithstanding anything contained in this
15 *Section 3.06* to the contrary, upon the occurrence of any event set forth in this *Section 3.06* with
16 respect to any Lender, such affected Lender agrees to use reasonable efforts (consistent with its
17 internal policy and legal and regulatory restrictions) to designate an alternative Applicable Lending
18 Office so as to avoid the effect of such event set forth in this *Section 3.06*.

19 3.07 Capital Adequacy. If any Change in Law affects the amount of capital or liquidity
20 required or expected to be maintained by any Lender or any corporation controlling such Lender
21 due to the existence of its Commitment or Loans, and such Lender determines that the result of the
22 foregoing is to increase the cost or reduce the return to such Lender of making or maintaining its
23 Commitment or Loans, then such Lender may notify the Borrower of such fact. To the extent that
24 the costs of such increased capital or liquidity requirements are not reflected in the Base Rate
25 and/or the Eurodollar Rate, the Borrower and such Lender shall thereafter attempt to negotiate in
26 good faith, within thirty (30) days of the day on which the Borrower receives such Notice, an
27 adjustment payable hereunder that will adequately compensate such Lender in light of these
28 circumstances, and in connection therewith, such Lender will provide to the Borrower reasonably
29 detailed information regarding the increase of such Lender's costs. If the Borrower and such
30 Lender are unable to agree to such adjustment within thirty (30) days of the date on which the
31 Borrower receives such Notice, then commencing on the date of such Notice (but not earlier than
32 the effective date of any such increased capital or liquidity requirement), the interest payable
33 hereunder shall increase by an amount that will, in such Lender's reasonable determination, provide
34 adequate compensation. Each Lender agrees that amounts claimed pursuant to this *Section 3.07*
35 shall be made in good faith and on an equitable basis.

36 3.08 Recovery of Additional Compensation.

37 (a) Certificate. If any Lender claims any additional amounts pursuant to
38 *Section 3.06*, *Section 3.07* or *Section 3.09*, as the case may be, it shall provide to the Agent and the
39 Borrower a certificate setting forth such additional amounts payable pursuant to *Section 3.06*,
40 *Section 3.07* or *Section 3.09*, as the case may be, and a reasonable explanation of such amounts

1 which are due (*provided* that, without limiting the requirement that reasonable detail be furnished,
2 nothing herein shall require such Lender to disclose any confidential information relating to the
3 organization of its affairs). Such certificate shall be conclusive, absent manifest error, that such
4 amounts are due and owing.

5 (b) Delay in Requests. Delay on the part of any Lender to demand
6 compensation pursuant to *Section 3.06*, *Section 3.07* or *Section 3.09*, as applicable, shall not
7 constitute a waiver of such Lender's right to demand such compensation; *provided* that the
8 Borrower shall not be required to compensate such Lender for any increased costs incurred or
9 reductions in returns suffered more than ninety (90) days prior to the date such Lender notifies the
10 Borrower of the Change in Law giving rise to such increased costs or reductions in return, and of
11 such Lender's intention to claim compensation therefor (except that, if the Change in Law giving
12 rise to such increased costs or reductions is retroactive, then the ninety (90) day period referred to
13 above shall be extended to include the period of retroactive effect thereof).

14 3.09 Indemnity. The Borrower agrees to indemnify each Lender and to hold each Lender
15 harmless from and against any loss, cost or expense (including any such loss or expense arising
16 from interest or fees payable by such Lender to lenders of funds obtained by it in order to maintain
17 any Loan as a Eurodollar Rate Loan) that such Lender may sustain or incur as a consequence of
18 (a) default by the Borrower in payment of the principal amount of or any interest on any Eurodollar
19 Rate Loan as and when due and payable, (b) default by the Borrower in making a prepayment after
20 the Borrower has given a Notice of prepayment pursuant to *Section 2.02(e)*, (c) default by the
21 Borrower in making a Borrowing after the Borrower has given a Borrowing Notice pursuant to
22 *Section 2.02* or continuing any Loan, after the Borrower has given (or is deemed to have given)
23 pursuant to *Section 2.06* an Interest Rate Notice, (d) the making of any payment of principal of a
24 Eurodollar Rate Loan or any Conversion of any such Eurodollar Rate Loan to a Base Rate Loan
25 on a day that is not the last day of the applicable Interest Period with respect thereto or (e) the
26 assignment of any Eurodollar Loan prior to the last day of the Interest Period applicable thereto as
27 a result of a request by the Borrower pursuant to *Section 2.10*, including interest or fees payable
28 by such Lender to lenders of funds obtained by it in order to maintain such Eurodollar Rate Loan.

29 3.10 Taxes.

30 (a) Payments Free of Taxes. Any and all payments by or on account of any
31 obligation of the Borrower under any Loan Document shall be made without deduction or
32 withholding for any Taxes, except as required by applicable law. If any applicable law (as
33 determined in the good faith discretion of an applicable Withholding Agent) requires the deduction
34 or withholding of any Tax from any such payment by such Withholding Agent, then the applicable
35 Withholding Agent shall be entitled to make such deduction or withholding and shall timely pay
36 the full amount deducted or withheld to the relevant Governmental Authority in accordance with
37 applicable law and, if such Tax is an Indemnified Tax, then the sum payable by the Borrower shall
38 be increased as necessary so that after such deduction or withholding has been made (including
39 such deductions and withholdings applicable to additional sums payable under this *Section 3.10*)
40 the applicable Recipient receives an amount equal to the sum it would have received had no such
41 deduction or withholding been made.

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

4 (c) Indemnification.

5 (i) Indemnification by Borrower. The Borrower shall indemnify each
6 Recipient, within thirty (30) days after demand therefor, for the full amount of any
7 Indemnified Taxes (including Indemnified Taxes imposed or asserted on or attributable to
8 amounts payable under this Section) payable or paid by such Recipient or required to be
9 withheld or deducted from a payment to such Recipient and any reasonable expenses
10 arising therefrom or with respect thereto, whether or not such Indemnified Taxes were
11 correctly or legally imposed or asserted by the relevant Governmental Authority. A
12 certificate as to the amount of such payment or liability delivered to the Borrower by a
13 Lender (with a copy to the Agent), or by the Agent on its own behalf or on behalf of a
14 Lender, shall be conclusive absent manifest error.

15 (ii) Indemnification by the Lenders. Each Lender shall severally
16 indemnify the Agent, within ten (10) days after demand therefor, for (i) any Indemnified
17 Taxes attributable to such Lender (but only to the extent that the Borrower has not already
18 indemnified the Agent for such Indemnified Taxes and without limiting the obligation of
19 the Borrower to do so), (ii) any Taxes attributable to such Lender's failure to comply with
20 the provisions of *Section 10.06* relating to the maintenance of a Participant Register and
21 (iii) any Excluded Taxes attributable to such Lender, in each case, that are payable or paid
22 by the Agent in connection with any Loan Document, and any reasonable expenses arising
23 therefrom or with respect thereto, whether or not such Taxes were correctly or legally
24 imposed or asserted by the relevant Governmental Authority. A certificate as to the amount
25 of such payment or liability delivered to any Lender by the Agent shall be conclusive absent
26 manifest error. Each Lender hereby authorizes the Agent to set off and apply any and all
27 amounts at any time owing to such Lender under any Loan Document or otherwise payable
28 by the Agent to such Lender from any other source against any amount due to the Agent
29 under this *Section 3.10(c)(ii)*.

30 (d) Evidence of Payments. Within thirty (30) days after any payment of Taxes
31 by the Borrower to a Governmental Authority pursuant to this *Section 3.10*, the Borrower shall
32 deliver to the Agent the original or a certified copy of a receipt issued by such Governmental
33 Authority evidencing such payment, a copy of the return reporting such payment or other evidence
34 of such payment reasonably satisfactory to the Agent.

35 (e) Status of Lenders.

36 (i) Any Lender that is entitled to an exemption from or reduction of
37 withholding Tax with respect to payments made under any Loan Document, shall deliver to the
38 Borrower and the Agent, at the time or times reasonably requested by the Borrower or the Agent,
39 such properly completed and executed documentation reasonably requested by the Borrower or
40 the Agent as will permit such payments to be made without withholding or at a reduced rate of
41 withholding. In addition, any Lender, if reasonably requested by the Borrower or the Agent shall

1 deliver such other documentation prescribed by applicable law or reasonably requested by the
2 Borrower or the Agent as will enable the Borrower or the Agent to determine whether or not such
3 Lender is subject to backup withholding or information reporting requirements. Notwithstanding
4 anything to the contrary in the preceding two sentences, the completion, execution and submission
5 of such documentation (other than such documentation set forth in *Section 3.10(e)(ii)(1), (ii)(2)*
6 and *(ii)(4)* below) shall not be required if in such Lender's reasonable judgment such completion,
7 execution or submission would subject such Lender to any material unreimbursed cost or expense
8 or would materially prejudice the legal or commercial position of such Lender.

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

10 (1) any Lender that is a U.S. Person shall deliver to the Borrower
11 and the Agent on or prior to the date on which such Lender
12 becomes a Lender under this Agreement (and from time to
13 time thereafter upon the reasonable request of the Borrower
14 or the Agent), executed originals of IRS Form W-9
15 certifying that such Lender is exempt from U.S. federal
16 backup withholding tax;

17 (2) any Foreign Lender shall, to the extent it is legally entitled
18 to do so, deliver to the Borrower and the Agent (in such
19 number of copies as shall be requested by the Recipient on
20 or prior to the date on which such Foreign Lender becomes
21 a Lender under this Agreement (and from time to time
22 thereafter upon the reasonable request of the Borrower or the
23 Agent), whichever of the following is applicable:

24 (A) in the case of a Foreign Lender claiming the benefits
25 of an income tax treaty to which the United States is
26 a party (x) with respect to payments of interest under
27 any Loan Document, executed originals of IRS Form
28 W-8BEN-E (or W-8BEN, as applicable) establishing
29 an exemption from, or reduction of, U.S. federal
30 withholding Tax pursuant to the "interest" article of
31 such tax treaty and (y) with respect to any other
32 applicable payments under any Loan Document, IRS
33 Form W-8BEN-E (or W-8BEN, as applicable)
34 establishing an exemption from, or reduction of, U.S.
35 federal withholding Tax pursuant to the "business
36 profits" or "other income" article of such tax treaty;

37 (B) executed originals of IRS Form W-8ECI;

38 (C) in the case of a Foreign Lender claiming the benefits
39 of the exemption for portfolio interest under Section
40 881(c) of the Code, (x) a certificate substantially in
41 the form of Exhibit F-1 to the effect that such Foreign

1 Lender is not a "bank" within the meaning of Section
2 881(c)(3)(A) of the Code, a "10 percent shareholder"
3 of the Borrower within the meaning of Section
4 881(c)(3)(B) of the Code, or a "controlled foreign
5 corporation" described in Section 881(c)(3)(C) of the
6 Code (a "U.S. Tax Compliance Certificate") and (y)
7 executed originals of IRS Form W-8BEN-E (or W-
8 8BEN, as applicable); or

9 (D) to the extent a Foreign Lender is not the beneficial
10 owner, executed originals of IRS Form W-8IMY,
11 accompanied by IRS Form W-8ECI, IRS Form
12 W-8BEN-E (or W-8BEN, as applicable), a U.S. Tax
13 Compliance Certificate substantially in the form of
14 Exhibit F-2 or Exhibit F-3, IRS Form W-9, and/or
15 other certification documents from each beneficial
16 owner, as applicable; *provided* that if such Foreign
17 Lender is a partnership and one or more direct or
18 indirect partners of such Foreign Lender are claiming
19 the portfolio interest exemption, such Foreign
20 Lender may provide a U.S. Tax Compliance
21 Certificate substantially in the form of Exhibit F-4 on
22 behalf of each such direct and indirect partner;

23 (3) any Foreign Lender, shall, to the extent it is legally entitled
24 to do so, deliver to the Borrower and the Agent (in such
25 number of copies as shall be requested by the recipient) on
26 or prior to the date on which such Foreign Lender becomes
27 a Lender under this Agreement (and from time to time
28 thereafter upon the reasonable request of the Borrower or the
29 Agent), executed originals of any other form prescribed by
30 applicable law as a basis for claiming exemption from or a
31 reduction in U.S. federal withholding Tax, duly completed,
32 together with such supplementary documentation as may be
33 prescribed by applicable law to permit the Borrower or the
34 Agent to determine the withholding or deduction required to
35 be made; and

36 (4) if a payment made to a Lender under any Loan Document
37 would be subject to U.S. federal withholding Tax imposed
38 by FATCA if such Lender were to fail to comply with the
39 applicable reporting requirements of FATCA (including
40 those contained in Section 1471(b) or 1472(b) of the Code,
41 as applicable), such Lender shall deliver to the Borrower and
42 the Agent at the time or times prescribed by law and at such
43 time or times reasonably requested by the Borrower or the
44 Agent such documentation prescribed by applicable law

1 (including as prescribed by Section 1471(b)(3)(C)(i) of the
2 Code) and such additional documentation reasonably
3 requested by the Borrower or the Agent as may be necessary
4 for the Borrower and the Agent to comply with their
5 obligations under FATCA and to determine that such Lender
6 has complied with such Lender's obligations under FATCA
7 or to determine the amount to deduct and withhold from such
8 payment. Solely for purposes of this clause (4), "FATCA"
9 shall include any amendments to FATCA made after the
10 Effective Date.

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

15 (f) Treatment of Certain Refunds. If any Party determines, in its sole discretion
16 exercised in good faith, that it has received a refund of any Taxes as to which it has been
17 indemnified pursuant to this *Section 3.10* (including by the payment of additional amounts
18 pursuant to this *Section 3.10*), it shall pay to the indemnifying party an amount equal to such refund
19 (but only to the extent of indemnity payments made under this *Section 3.10* with respect to the
20 Taxes giving rise to such refund), net of all out-of-pocket expenses (including Taxes) of such
21 indemnified party and without interest (other than any interest paid by the relevant Governmental
22 Authority with respect to such refund). Such indemnifying party, upon the request of such
23 indemnified party, shall repay to such indemnified party the amount paid over pursuant to this
24 *Section 3.10(f)* (plus any penalties, interest or other charges imposed by the relevant Governmental
25 Authority) in the event that such indemnified party is required to repay such refund to such
26 Governmental Authority. Notwithstanding anything to the contrary in this *Section 3.10(f)*, in no
27 event will the indemnified party be required to pay any amount to an indemnifying party pursuant
28 to this *Section 3.10(f)* the payment of which would place the indemnified party in a less favorable
29 net after-Tax position than the indemnified party would have been in if the indemnification
30 payments or additional amounts giving rise to such refund had never been paid. This
31 *Section 3.10(f)* shall not be construed to require any indemnified party to make available its Tax
32 returns (or any other information relating to its Taxes that it deems confidential) to the
33 indemnifying party or any other Person.

34 3.11 Defaulting Lenders: Cure.

35 (a) Defaulting Lender Waterfall. Any payment of principal, interest, fees or
36 other amounts received by the Agent for the account of any Defaulting Lender (whether voluntary
37 or mandatory, at maturity, pursuant to *Article 7* or otherwise), or received by the Agent from a
38 Defaulting Lender by exercise of right of set-off, shall be applied at such time or times as may be
39 determined by the Agent as follows: *first*, to the payment of any amounts owing by such Defaulting
40 Lender to the Agent hereunder; *second*, as the Borrower may request (so long as no Default exists),
41 to the funding of any Loan in respect of which such Defaulting Lender has failed to fund its portion
42 thereof as required by this Agreement, as determined by the Agent; *third*, if so agreed by the Agent
43 and the Borrower, to be held in a deposit account and released pro rata in order to (x) satisfy such

1 Defaulting Lender's potential future funding obligations with respect to Loans under this
2 Agreement; *fourth*, to the payment of any amounts owing to the Lenders as a result of any judgment
3 of a court of competent jurisdiction obtained by any Lender against such Defaulting Lender as a
4 result of such Defaulting Lender's breach of its obligations under this Agreement; *fifth*, so long as
5 no Default exists, to the payment of any amounts owing to the Borrower as a result of any judgment
6 of a court of competent jurisdiction obtained by the Borrower against such Defaulting Lender as a
7 result of such Defaulting Lender's breach of its obligations under this Agreement; and *sixth*, to
8 such Defaulting Lender or as otherwise directed by a court of competent jurisdiction; *provided* that
9 if (x) such payment is a payment of the principal amount of any Loans in respect of which such
10 Defaulting Lender has not fully funded its appropriate share, and (y) such Loans were made at a
11 time when the conditions set forth in *Section 6.01*, were satisfied or waived, such payment shall
12 be applied solely to pay the Loans of all Non-Defaulting Lenders on a pro rata basis prior to being
13 applied to the payment of any Loans of such Defaulting Lender. Any payments, prepayments or
14 other amounts paid or payable to a Defaulting Lender that are applied (or held) to pay amounts
15 owed by a Defaulting Lender or to post cash collateral pursuant to this *Section 3.11(a)* shall be
16 deemed paid to and redirected by such Defaulting Lender, and each Lender irrevocably consents
17 hereto (and the amounts thus applied or held shall discharge any corresponding obligations of the
18 Borrower relating thereto).

19 (b) Defaulting Lender Cure. If the Borrower and the Agent agree in writing
20 that a Lender is no longer a Defaulting Lender, the Agent will so notify the Parties, whereupon as
21 of the effective date specified in such Notice and subject to any conditions set forth therein (which
22 may include arrangements with respect to any cash collateral or other acceptable credit support),
23 that Lender will, to the extent applicable, purchase at par that portion of outstanding Loans of the
24 other Lenders or take such other actions as the Agent may determine to be necessary to cause the
25 Loans to be held pro rata by the Lenders, whereupon such Lender will cease to be a Defaulting
26 Lender; *provided* that no adjustments will be made retroactively with respect to fees accrued or
27 payments made by or on behalf of the Borrower while that Lender was a Defaulting Lender; and
28 *provided, further*, that except to the extent otherwise expressly agreed by the affected Parties, no
29 change hereunder from Defaulting Lender to Lender will constitute a waiver or release of any
30 claim of any Party arising from that Lender's having been a Defaulting Lender.

31 (c) Effect on Other Obligations. No Commitment of any Lender shall be
32 increased or otherwise affected, and except as otherwise expressly provided in this *Section 3.11*,
33 performance by the Borrower of its obligations hereunder shall not be excused or otherwise
34 modified as a result of the operation of this *Section 3.11*. The rights and remedies against a
35 Defaulting Lender under this *Section 3.11* are in addition to any other rights and remedies which
36 the Borrower, the Agent or any Lender may have against such Defaulting Lender.

37 **ARTICLE IV - REPRESENTATIONS AND WARRANTIES.**

38 The Borrower represents and warrants to the Lenders and the Agent as follows:

39 4.01 Corporate Authority.

40 (a) Incorporation: Good Standing. The Borrower (i) is a corporation duly
41 organized, validly existing and in good standing under the laws of the State of Florida, (ii) has all

1 requisite corporate power to own its property and conduct its business as now conducted, and (iii)
2 is in good standing as a foreign corporation and is duly authorized to do business in each
3 jurisdiction where such qualification is necessary except where a failure to be so qualified would
4 not have a material adverse effect on the business, assets or financial condition of the Borrower
5 and its Subsidiaries, taken as a whole.

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

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

33 4.02 Governmental Approvals. The execution and delivery by the Borrower of this
34 Agreement and the other Loan Documents, and the performance by it of its obligations thereunder,
35 do not require the approval or consent of, or filing with, any Governmental Authority, except those
36 which have been obtained on or prior to the date hereof, it being understood that the aggregate
37 principal amount of the Loans and all other applicable indebtedness, equity securities and all other
38 liabilities and obligations as guarantor, endorser or surety of the Borrower at any one time
39 outstanding will not exceed the applicable limits authorized by the FPSC Financing Order.

40 4.03 Title to Properties. The Borrower or one or more of its consolidated subsidiaries
41 owns all of the assets reflected as the Borrower's assets in the consolidated balance sheet of the
42 Borrower as at December 31, 2018 referred to in *Section 4.04* or acquired since that date (except
43 property and assets sold or otherwise disposed of in the ordinary course of business or as otherwise

1 permitted pursuant to the provisions of this Agreement since that date and except for such assets
2 owned from time to time by any entity whose assets are consolidated on the balance sheet of the
3 Borrower and its Subsidiaries solely as a result of the operation of FASB ASC 810), subject to no
4 Liens, except for such matters set forth in Schedule 4.03 or otherwise permitted pursuant to the
5 provisions of this Agreement and Liens upon the assets of any Subsidiary of Borrower.

6 4.04 Financial Statements. The Borrower's annual report on Form 10-K for the period
7 ended December 31, 2018, includes the consolidated balance sheet of the Borrower and its
8 subsidiaries as at such date and related consolidated income statements of Borrower and its
9 subsidiaries, for the fiscal period then ended, which have been certified by the Borrower's
10 independent public accountants. The financial statements of the Borrower included as a part of
11 such annual report have been prepared in accordance with generally accepted accounting
12 principles and present fairly the consolidated financial position and results of operations of the
13 Borrower and its subsidiaries, taken as a whole, at the respective dates and for the respective
14 periods to which they apply. As of the Effective Date, there has been no material adverse change
15 in the business or financial condition of the Borrower and its subsidiaries, taken as a whole, since
16 December 31, 2018, except as set forth in Schedule 4.04.

17 4.05 Franchises, Patents, Copyrights, Etc. The Borrower possesses all material
18 franchises, patents, copyrights, trademarks, trade names, licenses and permits, and rights in respect
19 of the foregoing, adequate for the conduct of its business substantially as now conducted and,
20 except where in any such case any such conflict would not have a material adverse effect on the
21 business, properties or financial condition of the Borrower and its Subsidiaries, taken as a whole,
22 without known conflict with any rights of others.

23 4.06 Litigation. Except as described in Schedule 4.06, as of the Effective Date, there is
24 no litigation or other legal proceedings pending, or, to the knowledge of the Borrower, threatened
25 against the Borrower or its Subsidiaries that is reasonably likely to be determined adversely to the
26 Borrower or any of its Subsidiaries and, if determined adversely to the Borrower or any of its
27 Subsidiaries, would reasonably be expected to have a material adverse effect on the business,
28 properties or financial condition of the Borrower and its Subsidiaries, taken as a whole, or to
29 materially impair the right of the Borrower to carry on its business substantially as now conducted
30 by it. There is no litigation or other legal proceedings pending, or, to the knowledge of the
31 Borrower, threatened against the Borrower or any of its Subsidiaries that if determined adversely
32 to the Borrower or any of its Subsidiaries could reasonably be expected to question the validity of
33 this Agreement or any of the other Loan Documents or any actions taken or to be taken pursuant
34 hereto or thereto.

35 4.07 Compliance With Other Instruments, Laws, Etc. The Borrower is not in violation
36 of any provision of its charter documents, bylaws, or any agreement or instrument to which it is
37 subject or by which it or any of its properties is bound or any material decree, order, judgment,
38 statute, license, rule or regulation, in any of the foregoing cases in a manner that would materially
39 and adversely affect the financial condition, properties or business of the Borrower and its
40 Subsidiaries, taken as a whole.

41 4.08 Tax Status. The Borrower has (a) prepared and, giving effect to all proper
42 extensions, timely filed all federal and state income tax returns and, to the best knowledge of the

1 Borrower, all other material tax returns, reports and declarations required by any applicable
2 jurisdiction to which the Borrower is legally subject, which, giving effect to all proper extensions,
3 were required to be filed prior to the Effective Date, (b) paid all taxes and other governmental
4 assessments and charges shown or determined to be due on such returns, reports and declarations,
5 except those being contested in good faith and by appropriate proceedings, and (c) to the extent
6 deemed necessary or appropriate by the Borrower, set aside on its books provisions reasonably
7 adequate for the payment of all known taxes for periods subsequent to the periods to which such
8 returns, reports or declarations apply.

9 4.09 No Default. No Default has occurred and is continuing.

10 4.10 Investment Company Act. The Borrower is not an "investment company", or an
11 "affiliated company" or a "principal underwriter" of an "investment company", as such terms are
12 defined in the Investment Company Act of 1940.

13 4.11 Employee Benefit Plans.

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

18 (b) Terminability of Plans. Under each Employee Benefit Plan sponsored by
19 the Borrower or its Subsidiaries which is an employee welfare benefit plan within the meaning of
20 §3(1) or §3(2)(B) of ERISA, no benefits are due unless the event giving rise to the benefit
21 entitlement occurs prior to plan termination (except as required by Title I, Part 6 of ERISA). The
22 Borrower and its Subsidiaries may terminate their respective participation in each such plan at any
23 time (other than a plan that provides benefits pursuant to a collective bargaining agreement) in the
24 discretion of the Borrower or its Subsidiaries without liability to any Person.

25 (c) Guaranteed Pension Plans. As of the Effective Date, each contribution
26 required to be made to a Guaranteed Pension Plan by either the Borrower or an ERISA Affiliate,
27 whether required to satisfy the minimum funding requirements described in §302 or §303 of
28 ERISA, the notice or lien provisions of §303(k) of ERISA, or otherwise, has been timely made.
29 As of the Effective Date, no waiver from the minimum funding standards or extension of
30 amortization periods has been received with respect to any Guaranteed Pension Plan. As of the
31 Effective Date, no liability to the PBGC (other than required insurance premiums, all of which
32 have been paid) has been incurred by the Borrower or any ERISA Affiliate with respect to any
33 Guaranteed Pension Plan and there has not been any ERISA Reportable Event which presents a
34 material risk of termination of any Guaranteed Pension Plan by the PBGC. Based on the latest
35 valuation of each Guaranteed Pension Plan (which in each case occurred within twelve months of
36 the date of this representation), and on the actuarial methods and assumptions employed for that
37 valuation, the aggregate benefit liabilities of all such Guaranteed Pension Plans within the meaning
38 of §4001 of ERISA did not exceed the aggregate value of the assets of all such Guaranteed Pension
39 Plans by more than \$500,000.

1 (d) Multiemployer Plans. Neither the Borrower nor any ERISA Affiliate has
2 incurred any material unpaid liability (including secondary liability) to any Multiemployer Plan as
3 a result of a complete or partial withdrawal from such Multiemployer Plan under §4201 of ERISA
4 or as a result of a sale of assets described in §4204 of ERISA. Neither the Borrower nor any
5 ERISA Affiliate has been notified that any Multiemployer Plan is in reorganization, insolvent or
6 "endangered" or "critical" status under and within the meaning of §4241, §4245 or §305,
7 respectively, of ERISA or that any Multiemployer Plan intends to terminate or has been terminated
8 under §4041A of ERISA.

9 4.12 Use of Proceeds. The proceeds of the Loans shall be used for the general corporate
10 purposes of the Borrower.

11 4.13 Compliance with Margin Stock Regulations. The Borrower is not engaged
12 principally, or as one of its important activities, in the business of extending credit for the purpose
13 of purchasing or carrying "margin stock" (within the meaning of Regulation U or Regulation X of
14 the Federal Reserve Board), and no part of the proceeds of the Loans will be used to purchase or
15 carry any "margin stock," to extend credit to others for the purpose of purchasing or carrying any
16 "margin stock" or for any other purpose which might constitute this transaction a "purpose credit"
17 within the meaning of Regulation U or Regulation X. In addition, not more than twenty-five
18 percent (25%) of the value (as determined by any reasonable method) of the assets of the Borrower
19 consists of margin stock.

20 4.14 USA PATRIOT ACT, OFAC and Other Regulations.

21 (a) Neither the Borrower, any of its Subsidiaries or, to the knowledge of the
22 Borrower, any of the affiliates or respective officers, directors, brokers or agents of the Borrower,
23 such Subsidiary or affiliate (i) has violated any Anti-Terrorism Laws or (ii) has engaged in any
24 transaction, investment, undertaking or activity that conceals the identity, source or destination of
25 the proceeds from any category of prohibited offenses designated by the Organization for
26 Economic Co-operation and Development's Financial Action Task Force on Money Laundering.

27 (b) Neither the Borrower, any of its Subsidiaries or, to the knowledge of the
28 Borrower, any of the affiliates or respective officers, directors, employees, brokers or agents of the
29 Borrower, such Subsidiary or affiliate is a Person that is, or is owned or controlled by Persons that
30 are: (i) the subject of any Sanctions, or (ii) located, organized or resident in a country, region or
31 territory that is, or whose government is, the subject of Sanctions.

32 (c) Neither the Borrower, any of its Subsidiaries or, to the knowledge of the
33 Borrower, any of the affiliates or respective officers, directors, brokers or agents of the Borrower,
34 such Subsidiary or affiliate acting or benefiting in any capacity in connection with the Loans (i)
35 conducts any business or engages in making or receiving any contribution of goods, services or
36 money to or for the benefit of any Person, or in any country or territory, that is the subject of any
37 Sanctions, (ii) deals in, or otherwise engages in any transaction related to, any property or interests
38 in property blocked pursuant to any Sanctions or Anti-Terrorism Law or (iii) engages in or
39 conspires to engage in any transaction that evades or avoids, or has the purpose of evading or
40 avoiding, or attempts to violate, any of the prohibitions set forth in any Sanctions or Anti-Terrorism
41 Law.

1 (d) The Borrower has and, to the knowledge of the Borrower, its Subsidiaries
2 have, conducted their business in compliance with applicable anti-corruption laws, the USA
3 PATRIOT Act, anti-terrorism laws and money laundering laws and have instituted and maintained
4 policies and procedures designed to promote and achieve compliance with such laws.

5 **ARTICLE V - COVENANTS OF BORROWER**

6 The Borrower covenants and agrees that, so long as any portion of the Loans, any Note as
7 may be issued hereunder or any Commitment is outstanding:

8 5.01 Punctual Payment. The Borrower will duly and punctually pay or cause to be paid
9 (a) the principal and interest on the Loans, and (b) the fees and all other amounts provided for in
10 this Agreement and the other Loan Documents.

11 5.02 Maintenance of Office. The Borrower will maintain its chief executive office at
12 700 Universe Boulevard, Juno Beach, Florida 33408-8801, or at such other place in the United
13 States as the Borrower shall designate by Notice to the Agent, in accordance with *Section 10.02*.

14 5.03 Records and Accounts. The Borrower will (a) keep true and accurate records and
15 books of account in which full, true and correct entries will be made in accordance with generally
16 accepted accounting principles and (b) to the extent deemed necessary or appropriate by the
17 Borrower, maintain adequate accounts and reserves for all taxes (including income taxes),
18 depreciation, depletion, obsolescence and amortization of its properties, contingencies, and other
19 reserves.

20 5.04 Financial Statements, Certificates and Information. The Borrower will deliver to
21 each Lender and the Agent, which, for the purposes of this *Section 5.04*, may be made available
22 electronically by the Borrower as provided in the final sentence of this *Section 5.04*:

23 (a) as soon as practicable, but in any event not later than one hundred twenty
24 (120) days after the end of each fiscal year of the Borrower, the consolidated balance sheet of the
25 Borrower and its subsidiaries as at the end of such year, and the related consolidated statements of
26 income and consolidated statements of cash flows for such year, each setting forth in comparative
27 form the figures for the previous fiscal year or year-end, as applicable, and all such consolidated
28 statements to be prepared in accordance with generally accepted accounting principles, and
29 certified by Deloitte & Touche LLP or by other independent public accountants reasonably
30 satisfactory to the Agent. The Agent and each of the Lenders hereby agree that the foregoing
31 requirement shall be satisfied by delivery (or deemed delivery in accordance with the final
32 paragraph of this *Section 5.04*) to each of the Lenders of the Borrower's annual report on Form
33 10-K for the period for which such financial statements are to be delivered, together with a written
34 statement from the principal financial or accounting officer, Treasurer or Assistant Treasurer of
35 the Borrower to the effect that such officer has read a copy of this Agreement, and that, in making
36 the examination necessary to said certification, he or she has obtained no knowledge of any
37 Default, or, if such officer shall have obtained knowledge of any then existing Default, he or she
38 shall disclose in such statement any such Default; *provided* that such officer shall not be liable to
39 the Agent or the Lenders for failure to obtain knowledge of any Default;

1 (b) as soon as practicable, but in any event not later than sixty (60) days after
2 the end of each of the first three (3) fiscal quarters of the Borrower copies of the unaudited
3 consolidated balance sheet of the Borrower and its subsidiaries as at the end of such quarter, and
4 the related consolidated statements of income and consolidated statements of cash flows for the
5 portion of the fiscal year to which they apply, all prepared in accordance with generally accepted
6 accounting principles, together with a certification by the principal financial or accounting officer,
7 Treasurer or Assistant Treasurer of the Borrower that the information contained in such financial
8 statements fairly presents the financial position of the Borrower and its Subsidiaries as of the end
9 of such quarter (subject to year-end adjustments). The Agent and each of the Lenders hereby agree
10 that the foregoing requirement shall be satisfied by delivery (or deemed delivery in accordance
11 with the final paragraph of this *Section 5.04*) to each of the Lenders of the Borrower's quarterly
12 report on Form 10-Q for the period for which such financial statements are being delivered,
13 together with a written statement from the principal financial or accounting officer, Treasurer or
14 Assistant Treasurer of the Borrower to the effect that such officer has read a copy of this
15 Agreement, and that, in making the examination necessary to said certification, he or she has
16 obtained no knowledge of any Default, or, if such officer has obtained knowledge of any then
17 existing Default, he or she shall disclose in such statement any such Default; *provided* that such
18 officer shall not be liable to the Agent or the Lenders for failure to obtain knowledge of any
19 Default;

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

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

25 (e) from time to time such other financial data and information as the Agent or
26 any Lender may reasonably request, including, without limitation, information or certifications as
27 may be required under the Beneficial Ownership Regulation, if applicable.

28 Reports or financial information required to be delivered pursuant to this *Section 5.04* shall, to the
29 extent any such financial statements, reports, proxy statements or other materials are included in
30 materials otherwise filed with the Securities and Exchange Commission, be deemed to be delivered
31 hereunder on the date of such filing. Any such report or financial information may also be
32 delivered to the Agent electronically as provided in *Section 10.02(b)*.

33 5.05 Default Notification. The Borrower will promptly provide Notice to the Agent
34 regarding the occurrence of any Default of which the principal financial or accounting officer,
35 Treasurer or Assistant Treasurer of the Borrower has actual knowledge or notice.

36 5.06 Corporate Existence: Maintenance of Properties. The Borrower will do or cause to
37 be done all things necessary to preserve and keep in full force and effect its corporate existence
38 (except as otherwise expressly permitted by the first sentence of *Section 5.13*), and will do or cause
39 to be done all things commercially reasonable to preserve and keep in full force and effect its
40 franchises; and the Borrower will, (a) cause all of its properties used and useful in the conduct of
41 its business to be maintained and kept in good condition, repair and working order and supplied

1 with all necessary equipment, and (b) cause to be made all necessary repairs, renewals,
2 replacements, betterments and improvements thereof, all as in the judgment of the Borrower may
3 be necessary, so that the business carried on in connection therewith may be properly and
4 advantageously conducted at all times; *provided* that nothing in this *Section 5.06* shall prevent the
5 Borrower or any of its Subsidiaries from discontinuing the operation and maintenance of any of
6 its properties if such discontinuance is, in the sole judgment of the Borrower or its Subsidiary, as
7 the case may be, desirable in the conduct of its or their business and does not in the aggregate
8 materially adversely affect the business, properties or financial condition of the Borrower and its
9 Subsidiaries, taken as a whole; *provided further* that nothing in this *Section 5.06* shall affect or
10 impair in any manner the ability of the Borrower or any of its Subsidiaries to sell or dispose of all
11 or any portion of its property and assets (including, without limitation, its shares in any Subsidiary
12 or all or any portion of the property or assets of any Subsidiary); and *provided finally* that, in the
13 event of any loss or damage to its property or assets, the Borrower and its Subsidiaries shall be
14 obligated to repair, replace or restore any such property or assets only if the Borrower or such
15 Subsidiaries have determined that such repair, replacement or restoration is necessary or
16 appropriate and any such repair, replacement and/or restoration may be effectuated by the
17 Borrower or a Subsidiary in such time period and in the manner it deems appropriate.

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

30 5.08 Visits by Lenders. The Borrower shall permit the Lenders, through Agent or any
31 of the Lenders' other designated representatives, to visit the properties of the Borrower and to
32 discuss the affairs, finances and accounts of the Borrower with, and to be advised as to the same
33 by, its officers, upon reasonable Notice and all at such reasonable times and intervals as the Agent
34 or any Lender may reasonably request.

35 5.09 Compliance with Laws, Contracts, Licenses, and Permits. The Borrower will
36 comply with (a) the laws and regulations applicable to the Borrower (including, without limitation,
37 ERISA) wherever its business is conducted, (b) the provisions of its charter documents and
38 by-laws, (c) all agreements and instruments by which it or any of its properties may be bound, and
39 (d) all decrees, orders, and judgments applicable to the Borrower, except where in any such case
40 the failure to comply with any of the foregoing would not materially adversely affect the business,
41 property or financial condition of the Borrower and its Subsidiaries, taken as a whole. If at any
42 time while any portion of the Loans or any other amount hereunder or any Commitment is
43 outstanding, any authorization, consent, approval, permit or license from any officer, agency or
44 instrumentality of any Governmental Authority shall become necessary or required in order that

1 the Borrower may fulfill any of its obligations hereunder or under any other Loan Document, the
2 Borrower will promptly take or cause to be taken all reasonable steps within the power of the
3 Borrower to obtain such authorization, consent, approval, permit or license and furnish the Agent
4 with evidence thereof.

5 5.10 Use of Proceeds. The Borrower will use the proceeds of the Loans solely for the
6 purposes described in *Section 4.12*.

7 5.11 Rating Agencies. The Borrower will at all times during the term of this Agreement
8 employ at least two (2) Rating Agencies for the purpose of rating the Borrower's non-credit
9 enhanced long-term senior unsecured debt or, to the extent such rating is not available, the
10 Borrower's long-term senior secured debt, one of which must be either Moody's or Standard &
11 Poor's.

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

20 5.13 Prohibition of Fundamental Changes. The Borrower will not consummate any
21 transaction of merger or consolidation or amalgamation, or liquidation or dissolution; *provided*
22 that the Borrower may merge, consolidate or amalgamate with any other Person if (a) either (i) the
23 Borrower is the surviving corporation or (ii) such Person (x) assumes, by an instrument in form
24 and substance reasonably satisfactory to the Majority Lenders, all of the obligations of the
25 Borrower under the Loan Documents (*provided*, that such assuming party delivers such
26 information as may be reasonably requested by the Agent on behalf of any Lender if and as
27 necessary to satisfy applicable "know your customer" requirements and the Beneficial Ownership
28 Regulation, if applicable), and (y) has a non-credit enhanced long-term senior unsecured debt
29 rating of at least BBB- by Standard & Poor's or Baa3 by Moody's, and (b) after giving effect thereto
30 no Default would exist hereunder. The Borrower will not convey, sell, lease, transfer or otherwise
31 dispose of, in one transaction or a series of transactions, all or substantially all of its business or
32 assets, whether now owned or hereafter acquired, to any other Person unless (a) such Person
33 assumes, by an instrument in form and substance reasonably satisfactory to the Majority Lenders,
34 all of the obligations of the Borrower under the Loan Documents (*provided*, that such assuming
35 party delivers such information as may be reasonably requested by the Agent on behalf of any
36 Lender if and as necessary to satisfy applicable "know your customer" requirements and the
37 Beneficial Ownership Regulation, if applicable), and (b) after giving effect thereto no Default
38 would exist hereunder.

39 5.14 Indebtedness. The Borrower will insure that all obligations of the Borrower under
40 this Agreement and the other Loan Documents rank and will rank at least *pari passu* in respect of
41 priority of payment by the Borrower and priority of lien, charge or other security in respect of
42 assets of the Borrower with all other senior unsecured and unsubordinated loans, debts, guarantees

1 or other obligations for money borrowed of the Borrower without any preference one above the
2 other by reason of priority of date incurred, currency of payment or otherwise, except as permitted
3 pursuant to the provisions of *Section 5.15*.

4 5.15 Liens. The Borrower will not create any Lien upon or with respect to any of its
5 properties, or assign any right to receive income, in each case to secure or provide for the payment
6 of any debt of any Person, other than:

7 (b) purchase money liens or purchase money security interests upon or in any
8 property acquired by the Borrower in the ordinary course of business to secure the purchase price
9 or construction cost of such property or to secure indebtedness incurred solely for the purpose of
10 financing the acquisition of such property or construction of improvements on such property;

11 (c) Liens existing on property acquired by the Borrower at the time of its
12 acquisition, *provided* that such Liens were not created in contemplation of such acquisition and
13 do not extend to any assets other than the property so acquired;

14 (d) Liens securing Nonrecourse Indebtedness created for the purpose of
15 financing the acquisition, improvement or construction of the property subject to such Liens;

16 (e) the replacement, extension or renewal of any Lien permitted by clauses (i)
17 through (iii) of this *Section 5.15* upon or in the same property theretofore subject thereto or the
18 replacement, extension or renewal (without increase in the amount or change in the direct or
19 indirect obligor) of the indebtedness secured thereby;

20 (f) Liens upon or with respect to margin stock;

21 (g) (a) deposits or pledges to secure payment of workers' compensation,
22 unemployment insurance, old age pensions or other social security; (b) deposits or pledges to
23 secure performance of bids, tenders, contracts (other than contracts for the payment of money) or
24 leases, public or statutory obligations, surety or appeal bonds or other deposits or pledges for
25 purposes of like general nature in the ordinary course of business; (c) Liens for property taxes not
26 delinquent and Liens for taxes which in good faith are being contested or litigated and, to the
27 extent that the Borrower deems necessary, the Borrower shall have set aside on its books adequate
28 reserves with respect thereto; (d) mechanics', carriers', workmen's, repairmen's or other like Liens
29 arising in the ordinary course of business securing obligations which are not overdue for a period
30 of sixty (60) days or more or which are in good faith being contested or litigated and, to the extent
31 that the Borrower deems necessary, the Borrower shall have set aside on its books adequate
32 reserves with respect thereto; and (e) other matters described in *Schedule 4.03*; and

33 (h) the Lien of the Borrower's First Mortgage, any other Liens, charges or
34 encumbrances permitted thereunder from time to time, and any other Lien or Liens upon all or
35 any portion of the property or assets which are subject to the Lien of the First Mortgage;

36 (i) any Liens securing any pollution control revenue bonds, solid waste
37 disposal revenue bonds, industrial development revenue bonds or other taxable or tax-exempt
38 bonds or similar obligations issued by or on behalf of the Borrower from time to time, and any
39 Liens given to secure any refinancing or refunding of any such obligations; and

1 (j) any other Liens or security interests (other than Liens or security interests
2 described in clauses (i) through (viii) of this *Section 5.15*), if the aggregate principal amount of
3 the indebtedness secured by all such Liens and security interests (without duplication) does not
4 exceed in the aggregate \$50,000,000 at any one time outstanding; *provided* that the aggregate
5 principal amount of the indebtedness secured by the Liens described in clauses (i) through (iii) of
6 this *Section 5.15*, inclusive, shall not exceed the greater of the aggregate fair value, the aggregate
7 purchase price or the aggregate construction cost, as the case may be, of all properties subject to
8 such Liens.

9 5.16 Employee Benefit Plans. The Borrower will not:

10 (a) engage in any non-exempt "prohibited transaction" within the meaning of
11 §406 of ERISA or §4975 of the Code which could result in a material liability for the Borrower;
12 or

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

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

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

28 5.17 Financial Covenant. The Borrower shall maintain a ratio of (i) Funded Debt as of
29 the end of the most recently ended fiscal quarter to (ii) Total Capitalization as of the end of the
30 most recently ended fiscal quarter of not greater than 0.65: 1.00. Notwithstanding anything herein
31 to the contrary, when calculating "Funded Debt" and "Total Capitalization" for the purposes of
32 this *Section 5.17*:

33 (a) Funded Debt of the Borrower or any of its Subsidiaries, recourse for which
34 is limited to specific assets of the Borrower and/or any of its Subsidiaries ("Nonrecourse
35 Indebtedness"), shall not be taken into effect; and

36 (b) "Funded Debt" shall not include any Equity-Preferred Securities of
37 Borrower or any of its Subsidiaries; *provided* that the aggregate amount of Equity-Preferred
38 Securities excluded from Funded Debt for the purposes hereof shall not exceed fifteen percent
39 (15%) of Total Capitalization as of the date of any determination thereof.

1 (e) Opinion of Counsel. The Agent shall have received a favorable opinion
2 addressed to the Lenders and the Agent, dated as of the Effective Date, substantially in the form
3 of Exhibit E, from Squire Patton Boggs (US) LLP, counsel to the Borrower.

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

7 (g) Governmental Regulation. Each Lender shall have received such
8 statements in substance and form reasonably satisfactory to such Lender as such Lender shall
9 require for the purpose of compliance with any applicable regulations of the Comptroller of the
10 Currency or the Board of Governors of the Federal Reserve Board, including, without limitation,
11 applicable "know your customer" requirements.

12 (h) Note. A Note (if same is requested by any Initial Lender) shall have been
13 duly executed and delivered by the Borrower.

14 (i) Proceedings and Documents. All proceedings in connection with the
15 transactions contemplated by this Agreement, the other Loan Documents and all other documents
16 incident thereto shall be satisfactory in substance and in form to the Lenders and to counsel for the
17 Agent, and the Lenders and such counsel shall have received all information and such counterpart
18 originals or certified or other copies of such documents as the Agent may reasonably request.

19 (j) Payment of Fees and Expenses. The Borrower shall have paid all accrued
20 fees and expenses of the Agent (including the accrued fees and expenses of counsel to the Agent).

21 6.02 Each Loan. The obligation of each Lender to make a Loan pursuant to *Section 2.01*
22 herein is subject to the following conditions precedent, each of which shall have been met or
23 performed by the Borrowing Date with respect to each such Loan:

24 (a) Borrowing Notice. The Borrower shall have delivered the Borrowing
25 Notice to the Agent as provided for in *Section 2.02(a)*.

26 (b) No Default. No Default shall have occurred and be continuing or will occur
27 upon the making of such Loan on such Borrowing Date, and each of the representations and
28 warranties contained in this Agreement, the other Loan Documents or in any document or
29 instrument delivered pursuant to or in connection with this Agreement shall be true in all material
30 respects as of the time of the making of such Loan, with the same effect as if made at and as of
31 that time (except to the extent that such representations and warranties relate expressly to an earlier
32 date).

33 **ARTICLE VII - EVENTS OF DEFAULT, ACCELERATION, ETC.**

1 7.01 Events of Default. The following events shall constitute "Events of Default" for
2 purposes of this Agreement:

3 (a) the Borrower shall fail to pay any principal of any Loan when the same shall
4 become due and payable, whether at the stated date of maturity or any accelerated date of maturity
5 or at any other date fixed for payment; or

6 (b) the Borrower shall fail to pay any interest on any Loan, any fees or other
7 sums due hereunder or under any of the other Loan Documents, for a period of three (3) Business
8 Days following the date when the same shall become due and payable, whether at the stated date
9 of maturity or any accelerated date of maturity or at any other date fixed for payment; or

10 (c) (i) the Borrower shall fail to perform any term, covenant or agreement
11 contained in *Section 5.05*, *Section 5.06* (but only as to corporate existence), *Section 5.10*,
12 *Section 5.12*, *Section 5.13* (upon the consummation of any transaction prohibited by said
13 *Section 5.13*), *Section 5.15*, *Section 5.17* or *Section 5.18(b)* or (ii) the Borrower shall fail to
14 perform any term, covenant or agreement contained herein or in any of the other Loan Documents
15 (other than those specified elsewhere in this *Section 7.01*) for fifteen (15) days after Notice of such
16 failure has been given to the Borrower by the Agent or any Lender; or

17 (d) any representation or warranty of the Borrower in this Agreement or any of
18 the other Loan Documents or in any other document or instrument delivered pursuant to or in
19 connection with this Agreement shall prove to have been false in any material respect upon the
20 date when made or deemed to have been made by the terms of this Agreement; or

21 (e) the Borrower shall default in the payment when due of any principal of or
22 any interest on any Funded Debt aggregating \$50,000,000 or more, or fail to observe or perform
23 any material term, covenant or agreement contained in any agreement by which it is bound,
24 evidencing or securing Funded Debt, in an aggregate amount of \$50,000,000 or more, for such
25 period of time as would permit (assuming the giving of appropriate notice or the lapse of time if
26 required) the holder or holders thereof or of any obligations issued thereunder to accelerate the
27 maturity thereof, unless such failure shall have been cured by the Borrower or effectively waived
28 by such holder or holders; or

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

39 (g) without its application, approval or consent, a proceeding shall be
40 commenced, in any court of competent jurisdiction, seeking in respect of the Borrower: the

1 liquidation, reorganization, dissolution, winding-up, or composition or readjustment of debt, the
2 appointment of a trustee, receiver, liquidator or the like of the Borrower, or of all or any substantial
3 part of the assets of the Borrower, or other like relief in respect of the Borrower, under any law
4 relating to bankruptcy, insolvency, reorganization, winding-up, or composition or adjustment of
5 debts unless such proceeding is contested in good faith by the Borrower; and, if the proceeding is
6 being contested in good faith by the Borrower, the same shall continue undismissed, or unstayed
7 and in effect, for any period of ninety (90) consecutive days, or an order for relief against the
8 Borrower shall be entered in any involuntary case under the Bankruptcy Code; or

9 (h) there shall remain in force, undischarged, unsatisfied and unstayed, for
10 more than thirty (30) days, whether or not consecutive, any final judgment against the Borrower
11 that, with other then undischarged, unsatisfied and unstayed, outstanding final judgments against
12 the Borrower exceeds in the aggregate \$50,000,000; or

13 (i) if any of the Loan Documents shall be canceled, terminated, revoked or
14 rescinded by the Borrower otherwise than in accordance with the terms thereof or with the express
15 prior written agreement, consent or approval of all Lenders, or any action at law, suit or in equity
16 or other legal proceeding to cancel, revoke or rescind any of the Loan Documents shall be
17 commenced by or on behalf of the Borrower, any of its stockholders, or any court or any other
18 Governmental Authority of competent jurisdiction shall make a determination that, or issue a
19 judgment, order, decree or ruling to the effect that, any one or more of the Loan Documents is
20 illegal, invalid or unenforceable in accordance with the terms thereof; or

21 (j) (i) with respect to any Guaranteed Pension Plan, (A) an ERISA Reportable
22 Event shall have occurred; (B) an application for a minimum funding waiver shall have been filed;
23 (C) a notice of intent to terminate such plan pursuant to Section 4041(a)(2) of ERISA shall have
24 been issued; (D) a lien under Section 303(k) of ERISA shall be imposed; (E) the PBGC shall have
25 instituted proceedings to terminate such plan; (F) the PBGC shall have applied to have a trustee
26 appointed to administer such plan pursuant to Section 4042 of ERISA; or (G) any event or
27 condition that constitutes grounds for the termination of, or the appointment of a trustee to
28 administer, such plan pursuant to Section 4042 of ERISA shall have occurred or shall exist,
29 *provided* that with respect to the event or condition described in Section 4042(a)(4) of ERISA, the
30 PBGC shall have notified the Borrower or any ERISA Affiliate that it has made a determination
31 that such plan should be terminated on such basis; or (ii) with respect to any Multiemployer Plan,
32 the Borrower or any ERISA Affiliate shall incur liability as a result of a partial or complete
33 withdrawal from such plan or the reorganization, insolvency or termination of such plan; and, in
34 the case of each of (i) or (ii), the Majority Lenders shall have determined in their reasonable
35 discretion that such events or conditions, individually or in the aggregate, reasonably could be
36 expected likely to result in liability of the Borrower in an aggregate amount exceeding
37 \$50,000,000; or

38 (k) there shall occur any Change of Control; or

39 (l) an Event of Default shall have occurred and be continuing under the
40 Syndicated Credit Agreement, unless such Event of Default shall have been cured, or effectively
41 waived by the requisite parties thereto.

1 Borrower may not exercise any right of setoff with respect to all or any portion of deposits which
2 are insured by the Federal Deposit Insurance Corporation.

3 **ARTICLE IX - AGENT.**

4 9.01 Appointment and Authority. Each of the Lenders hereby irrevocably appoints
5 [REDACTED] to act on its behalf as the Agent hereunder
6 and under the other Loan Documents and authorizes the Agent to take such actions on its behalf
7 and to exercise such powers as are delegated to the Agent by the terms hereof or thereof, together
8 with such actions and powers as are reasonably incidental thereto. The provisions of this *Article*
9 *9* are solely for the benefit of the Agent and the Lenders, and except as otherwise provided herein,
10 the Borrower shall not have rights as a third-party beneficiary of any of such provisions. It is
11 understood and agreed that the use of the term "agent" herein or in any other Loan Documents (or
12 any other similar term) with reference to the Agent is not intended to connote any fiduciary or
13 other implied (or express) obligations arising under agency doctrine of any applicable law. Instead
14 such term is used as a matter of market custom, and is intended to create or reflect only an
15 administrative relationship between contracting parties.

16 9.02 Rights as a Lender. The Person serving as the Agent hereunder shall have the same
17 rights and powers when acting in its capacity as a Lender as any other Lender, and may exercise
18 such rights and powers as though it were not the Agent, and the term "Lender" and "Lenders" shall,
19 unless otherwise expressly indicated or unless the context otherwise requires, include the Person
20 serving as the Agent hereunder in its individual capacity. Such Person and its affiliates may accept
21 deposits from, lend money to, own securities of, act as the financial advisor or in any other advisory
22 capacity for, and generally engage in any kind of business with, the Borrower or any Subsidiary
23 or other affiliate thereof as if such Person were not the Agent hereunder and without any duty to
24 account therefor to the Lenders.

25 9.03 Exculpatory Provisions.

26 (a) The duties and obligations of the Agent are only as expressly set forth herein
27 and in the other Loan Documents, and its duties hereunder shall be administrative in nature.
28 Without limiting the generality of the foregoing, the Agent:

29 (i) shall not be subject to any fiduciary or other implied duties,
30 regardless of whether a Default has occurred and is continuing;

31 (ii) shall not have any duty to take any discretionary action or exercise
32 any discretionary powers, except discretionary rights and powers expressly contemplated hereby
33 or by the other Loan Documents that the Agent is required to exercise as directed in writing by the
34 Majority Lenders (or such other number or percentage of the Lenders as shall be expressly
35 provided for herein or in the other Loan Documents); *provided* that the Agent shall not be required
36 to take any action that, in its opinion or the opinion of its counsel, may expose the Agent to liability
37 or that is contrary to any Loan Document or applicable law, including for the avoidance of doubt
38 any action that may be in violation of the automatic stay under any Insolvency Proceedings or that
39 may effect a forfeiture, modification or termination of property of a Defaulting Lender in violation
40 of any Insolvency Proceedings; and

1 (iii) shall not, except as expressly set forth herein and in the other Loan
2 Documents, have any duty to disclose, and shall not be liable for the failure to disclose, any
3 information relating to the Borrower or any of the Borrower's affiliates that is communicated to or
4 obtained by the Person serving as the Agent or any of its affiliates in any capacity.

5 (b) The Agent shall not be liable for any action taken or not taken by it (i) with
6 the consent or at the request of the Majority Lenders (or such other number or percentage of the
7 Lenders as shall be necessary, or as the Agent shall believe in good faith shall be necessary, under
8 the circumstances as provided in *Section 7.02* and *Section 10.01*), or (ii) in the absence of its own
9 gross negligence or willful misconduct. The Agent shall be deemed not to have knowledge of any
10 Default unless and until Notice describing such Default is given to the Agent by the Borrower or
11 a Lender.

12 (c) The Agent shall not be responsible for or have any duty to ascertain or
13 inquire into (i) any statement, warranty or representation made in or in connection with this
14 Agreement or any other Loan Document, (ii) the contents of any certificate, report or other
15 document delivered hereunder or thereunder or in connection herewith or therewith, (iii) the
16 performance or observance of any of the covenants, agreements or other terms or conditions set
17 forth herein or therein or the occurrence of any Default, (iv) the validity, enforceability,
18 effectiveness or genuineness of this Agreement, any other Loan Document or any other agreement,
19 instrument or document, or (v) the satisfaction of any condition set forth in *Article 6* or elsewhere
20 herein, other than to confirm receipt of items expressly required to be delivered to the Agent.

21 9.04 Reliance by Agent. The Agent shall be entitled to rely upon, and shall not incur
22 any liability for relying upon, any notice, request, certificate, consent, statement, instrument,
23 document or other writing (including any electronic message, Internet or intranet website posting
24 or other distribution) believed by it to be genuine and to have been signed, sent or otherwise
25 authenticated by the proper Person. The Agent also may rely upon any statement made to it orally
26 or by telephone and believed by it to have been made by the proper Person, and shall not incur any
27 liability for relying thereon (*provided* that the foregoing is not intended to be construed or to
28 operate in derogation of the Notice requirements in *Section 10.02*). In determining compliance
29 with any condition hereunder to the making of a Loan, that by its terms must be fulfilled to the
30 satisfaction of a Lender, the Agent may presume that such condition is satisfactory to such Lender
31 unless the Agent shall have received notice to the contrary from such Lender prior to the making
32 of such Loan. The Agent may consult with legal counsel (who may be counsel for the Borrower),
33 independent accountants and other experts selected by it, and shall not be liable for any action
34 taken or not taken by it in accordance with the advice of any such counsel, accountants or experts.

35 9.05 Indemnification. The Lenders agree to indemnify the Agent to the extent not
36 reimbursed under *Section 10.03* and *Section 10.04*, but without limiting the obligations of the
37 Borrower under said Sections, and ratably in accordance with its respective Pro Rata Share, for
38 any and all liabilities, obligations, losses, damages, penalties, actions, judgments, suits, costs,
39 expenses or disbursements of any kind and nature whatsoever that may be imposed on, incurred
40 by or asserted (including by any Lender) against the Agent, arising out of or by reason of any
41 investigation in or in any way relating to or arising out of this Agreement or any other Loan
42 Document or any other documents contemplated by or referred to herein or therein or the
43 transactions contemplated hereby or thereby (including, without limitation, the costs and expenses

1 that the Borrower is obligated to pay under *Section 10.03* and *Section 10.04* but excluding, unless
2 a Default has occurred and is continuing, normal administrative costs and expenses incident to the
3 performance of its agency duties hereunder) or the enforcement of any of the terms hereof or
4 thereof or of any such other documents, *provided* that no Lender shall be liable for any of the
5 foregoing to the extent they arise from the gross negligence or willful misconduct of the party to
6 be indemnified as finally determined by a court of competent jurisdiction.

7 9.06 Delegation of Duties. The Agent may perform any and all of its duties and exercise
8 its rights and powers hereunder or under any other Loan Document by or through any one or more
9 sub-agents appointed by the Agent. The exculpatory provisions of this *Article 9* shall apply to the
10 Agent's activities as the Agent, and also shall apply to the activities any such sub-agent permitted
11 herein. The Agent shall not be responsible for the negligence or misconduct of any sub-agent
12 except to the extent that such sub-agent acted with gross negligence or willful misconduct.

13 9.07 Resignation or Removal of Agent.

14 (a) The Agent may at any time give Notice of its resignation to the Lenders and
15 the Borrower. Upon receipt of any such Notice of resignation, the Majority Lenders shall have the
16 right, in consultation with the Borrower, and, so long as no Default is continuing, subject to the
17 consent of the Borrower, to appoint a successor, which shall be a bank with an office in the United
18 States, or an affiliate thereof with an office in the United States. If no such successor shall have
19 been so appointed by the Majority Lenders and shall have accepted such appointment within thirty
20 (30) days after the retiring Agent gives Notice of its resignation (or such earlier day as shall be
21 agreed by the Majority Lenders) (the "Resignation Effective Date"), then the retiring Agent may
22 (but shall not be obligated to), on behalf of the Lenders, in consultation with the Borrower, and,
23 so long as no Default is continuing, subject to the consent of the Borrower, appoint a successor
24 Agent meeting the qualifications set forth above. Whether or not a successor has been appointed,
25 such resignation shall become effective in accordance with such Notice on the Resignation
26 Effective Date.

27 (b) If the Person serving as the Agent is a Defaulting Lender pursuant to clause
28 (d) of the definition thereof, the Majority Lenders may, to the extent permitted by applicable law,
29 by Notice to the Borrower and such Person remove such Person as the Agent and, in consultation
30 with Borrower, and, so long as no Default is continuing, subject to the consent of the Borrower,
31 appoint a successor, which successor Agent shall be a Lender and maintain an office in the United
32 States. If no such successor shall have been so appointed by the Majority Lenders and shall have
33 accepted such appointment within thirty (30) days (or such earlier day as shall be agreed by the
34 Majority Lenders) (the "Removal Effective Date"), then such removal shall nonetheless become
35 effective in accordance with such Notice on the Removal Effective Date.

36 (c) With effect from the Resignation Effective Date or the Removal Effective
37 Date (as applicable): (1) the retiring or removed Agent shall be discharged from its duties and
38 obligations hereunder and under the other Loan Documents (except that, in the event any collateral
39 security is then being held by the Agent on behalf of the Lenders under any of the Loan Documents,
40 the retiring or removed Agent shall continue to hold such collateral security until such time as a
41 successor Agent is appointed); and (2) except for any indemnity payments owed to the retiring or
42 removed Agent, all payments, communications and determinations provided to be made by, to or

1 through the Agent shall instead be made by or to each Lender directly, until such time, if any, as
2 the Majority Lenders appoint a successor Agent as provided for in this *Section 9.07*. Upon the
3 acceptance by a successor of such appointment for it to act as successor Agent hereunder, such
4 successor shall succeed to and become vested with all of the rights, powers, privileges and duties
5 of the retiring or removed Agent (other than any rights to indemnity payments owed to the retiring
6 or removed Agent), and the retiring or removed Agent shall, except as provided above, be
7 discharged from all of its duties and obligations hereunder or under the other Loan Documents
8 (*provided* that the foregoing shall not relieve the retiring or removed Agent from any liability for
9 its gross negligence or willful misconduct hereunder). The fees payable by the Borrower to a
10 successor Agent shall be the same as those payable to the predecessor Agent unless otherwise
11 agreed between the Borrower and such successor Agent. After the retiring or removed Agent's
12 resignation or removal hereunder and under the other Loan Documents, the provisions of this
13 *Article 9* and *Section 10.03* and *Section 10.04* shall continue in effect for the benefit of such retiring
14 or removed Agent and its sub-agents in respect of any actions taken or omitted to be taken by any
15 of them while the retiring or removed Agent was acting as the Agent hereunder.

16 **9.08 Non-Reliance on Agent and Other Lenders.** Each Lender acknowledges that it has,
17 independently and without reliance upon the Agent or any other Lender or any of their Related
18 Parties and based on such documents and information as it has deemed appropriate, made its own
19 credit analysis and decision to enter into this Agreement. Each Lender also acknowledges that it
20 will, independently and without reliance upon the Agent or any other Lender or any of their Related
21 Parties, and based on such documents and information as it shall from time to time deem
22 appropriate, continue to make its own decisions in taking or not taking action under or based upon
23 this Agreement, any other Loan Document or any related agreement or any document furnished
24 hereunder or thereunder.

25 **9.09 Lender ERISA Matters.**

26 (a) Each Lender (x) represents and warrants, as of the date such Person became
27 a Lender party hereto, to, and (y) covenants, from the date such Person became a Lender party
28 hereto to the date such Person ceases being a Lender party hereto, for the benefit of, the Agent and
29 its affiliates, and not, for the avoidance of doubt, to or for the benefit of the Borrower, that at least
30 one of the following is and will be true:

31 (i) such Lender is not using "plan assets" (within the meaning of
32 Section 3(42) of ERISA or otherwise) of one or more Benefit Plans with respect to such
33 Lenders entrance into, participation in, administration of and performance of the Loans,
34 the Commitments or this Agreement,

35 (ii) the transaction exemption set forth in one or more PTEs, such as
36 PTE 84-14 (a class exemption for certain transactions determined by independent qualified
37 professional asset managers), PTE 95-60 (a class exemption for certain transactions
38 involving insurance company general accounts), PTE 90-1 (a class exemption for certain
39 transactions involving insurance company pooled separate accounts), PTE 91-38 (a class
40 exemption for certain transactions involving bank collective investment funds) or PTE 96-
41 23 (a class exemption for certain transactions determined by in-house asset managers), is

1 applicable with respect to such Lender's entrance into, participation in, administration of
2 and performance of the Loans, the Commitments and this Agreement,

3 (iii) (A) such Lender is an investment fund managed by a "Qualified
4 Professional Asset Manager" (within the meaning of Part VI of PTE 84-14), (B) such
5 Qualified Professional Asset Manager made the investment decision on behalf of such
6 Lender to enter into, participate in, administer and perform the Loans, the Commitments
7 and this Agreement, (C) the entrance into, participation in, administration of and
8 performance of the Loans, the Commitments and this Agreement satisfies the requirements
9 of sub-sections (b) through (g) of Part I of PTE 84-14 and (D) to the best knowledge of
10 such Lender, the requirements of subsection (a) of Part I of PTE 84-14 are satisfied with
11 respect to such Lender's entrance into, participation in, administration of and performance
12 of the Loans, the Commitments and this Agreement, or

13 (iv) such other representation, warranty and covenant as may be agreed
14 in writing between the Agent, in its sole discretion, and such Lender.

15 (b) In addition, unless either (1) sub-clause (i) in the immediately preceding
16 clause (a) is true with respect to a Lender or (2) a Lender has not provided another representation,
17 warranty and covenant in accordance with sub-clause (iv) in the immediately preceding clause (a),
18 such Lender further (x) represents and warrants, as of the date such Person became a Lender party
19 hereto, to, and (y) covenants, from the date such Person became a Lender party hereto to the date
20 such Person ceases being a Lender party hereto, for the benefit of, the Agent and its affiliates, and
21 not, for the avoidance of doubt, to or for the benefit of the Borrower, that none of the Agent or any
22 of its affiliates is a fiduciary with respect to the assets of such Lender involved in such Lender's
23 entrance into, participation in, administration of and performance of the Loans, the Commitments
24 and this Agreement (including in connection with the reservation or exercise of any rights by the
25 Agent under this Agreement, any Loan Document or any documents related hereto or thereto).

26 As used in this Section:

27 "Benefit Plan" means any of (a) an "employee benefit plan" (as defined in
28 ERISA) that is subject to Title I of ERISA, (b) a "plan" as defined in and subject to Section 4975
29 of the Code or (c) any Person whose assets include (for purposes of ERISA Section 3(42) or
30 otherwise for purposes of Title I of ERISA or Section 4975 of the Code) the assets of any such
31 "employee benefit plan" or "plan".

32 "PTE" means a prohibited transaction class exemption issued by the U.S.
33 Department of Labor, as any such exemption may be amended from time to time.

34 **ARTICLE X - MISCELLANEOUS**

35 10.01 Consents, Amendments, Waivers, Etc. Except as otherwise provided in this
36 Agreement, any consent or approval required or permitted by this Agreement to be given by one
37 or more or all of the Lenders may be given, and any term of this Agreement or of any other
38 instrument related hereto or mentioned herein may be amended, and the performance or
39 observance by the Borrower of any terms of this Agreement or such other instrument or the

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1 continuance of any Default or Event of Default may be waived (either generally or in a particular
2 instance and either retroactively or prospectively) with, but only with, the written consent of the
3 Borrower and the written consent of the Majority Lenders. Notwithstanding the foregoing, (a) the
4 rate of interest on and the term of the Loans, the Maturity Date, the principal amount of the Loans
5 owing to each Lender, the dates on which interest is required to be paid hereunder, the amount and
6 dates of payment of the fees or principal owing each Lender hereunder may not be changed, the
7 amount of any Lender's Commitment hereunder may not be increased and the tenor of such
8 Lender's obligations hereunder may not be extended, in any such case without the written consent
9 of Borrower and the written consent of each Lender affected thereby; (b) *Article 9*, this
10 *Section 10.01*, the definition of Majority Lenders, the definition of Pro Rata Share and any
11 provision of the Loan Documents that requires action by all of the Lenders may not be amended
12 without the written consent of all of the Lenders and (c) *Article 9* and any other provision of this
13 Agreement that affects the rights, obligations and duties of the Agent may not be amended without
14 the written consent of the Agent. No waiver shall extend to or affect any obligation not expressly
15 waived or impair any right consequent thereon. No course of dealing or delay or omission on the
16 part of the Agent or any Lender in exercising any right shall operate as a waiver thereof or
17 otherwise be prejudicial thereto. No notice to or demand upon the Borrower shall entitle the
18 Borrower to other or further notice or demand in similar or other circumstances.

19 10.02 Notices. (a) Except as otherwise expressly provided in this Agreement, all notices,
20 demands, consents, waivers, elections, approvals, requests and similar communications required
21 or permitted to be provided in connection with this Agreement (any of the foregoing being referred
22 to as a "Notice") shall be set forth in writing and shall be given by U.S. registered or certified mail
23 (return receipt requested) or by recognized nationwide courier service (with signature required to
24 evidence receipt), and shall be deemed received by the addressee Party when delivered during
25 normal business hours to such Party's address as shown below (or such other address as that Party
26 may specify from time to time in written Notice given pursuant hereto not less than thirty (30)
27 days prior to the date that the new address is intended to become effective); *provided* that (x) any
28 Notice delivered in accordance with *Article 2* may be delivered by facsimile or other specified
29 electronic delivery system acceptable to the Agent and the Borrower, and (y) any Notice delivered
30 to the appropriate address for the receiving Party at any time other than during normal business
31 hours will be deemed to be given and received by the receiving Party on the next Business Day
32 thereafter:

33 (i) if to the Borrower, at 700 Universe Boulevard, Juno Beach, Florida
34 33408-8801, Attention: Treasurer (and for purposes of Notices which can be provided, or
35 confirmed, telephonically or by facsimile as specified in *Article 2*, Telephone No. (561) 694-6204,
36 Facsimile No. (561) 694-3707), or at such other address for Notice as the Borrower shall last have
37 furnished in writing to the Person giving the Notice;

38 (ii) if to the Agent, at [REDACTED]
39 [REDACTED]
40 [REDACTED]
41 [REDACTED]
42 [REDACTED] or such other address for Notice as the Agent shall last have furnished in
43 writing to the Person giving the Notice;

1 (iii) if to any Lender, at such Person's address set forth on *Schedule I*, or
2 such other address for Notice as such Person shall have last furnished in writing to the Person
3 giving the Notice.

4 (b) So long as [REDACTED], or any of
5 its affiliates is the Agent, materials required to be delivered pursuant to *Section 5.04(a), (b), (c)*
6 and *(d)* and *Section 5.05* shall be delivered to the Agent in an electronic medium in a format
7 acceptable to the Agent and the Lenders by email at: jinli@sbchinausa.com (or such other address
8 as the Agent may notify the Borrower from time to time). The Borrower agrees that the Agent
9 may make such materials, as well as any other written information, documents, instruments and
10 other material relating to the Borrower, NextEra Energy, any of their Subsidiaries, or any other
11 materials or matters relating to this Agreement, any Notes as may be issued hereunder or any of
12 the transactions contemplated hereby (collectively, the "Communications") available to the
13 Lenders by posting such notices on Debt Domain or a substantially similar electronic system (the
14 "Platform"). The Borrower acknowledges that (i) the distribution of material through an electronic
15 medium is not necessarily secure and that there are confidentiality and other risks associated with
16 such distribution, (ii) the Platform is provided "as is" and "as available" and (iii) neither the Agent
17 nor any of its affiliates warrants the accuracy, adequacy or completeness of the Communications
18 or the Platform and each expressly disclaims liability for errors or omissions in the
19 Communications or the Platform. No warranty of any kind, express, implied or statutory,
20 including, without limitation, any warranty of merchantability, fitness for a particular purpose,
21 non-infringement of third party rights or freedom from viruses or other code defects, is made by
22 the Agent or any of its affiliates in connection with the Platform. The Agent shall not be liable
23 (except to the extent that such liability arises out of the gross negligence, bad faith or willful
24 misconduct of the Agent or its Related Parties) for any damages arising from the use by unintended
25 recipients of any information or other materials distributed by the Agent, pursuant to this
26 *Section 10.02(b)* or *Section 10.02(c)* through telecommunications, electronic or other information
27 transmission systems in connection with this Agreement or the other Loan Documents or the
28 transactions contemplated hereby or thereby.

29 (c) Each Lender agrees that Notice to it (as provided in the next sentence) (a
30 "Communication Notice") specifying that any Communications have been posted to the Platform
31 shall constitute effective delivery of such information, documents or other materials to such Lender
32 for purposes of this Agreement; *provided* that if requested by any Lender, the Agent shall deliver
33 a copy of the Communications to such Lender by email or facsimile. Each Lender agrees (i) to
34 notify the Agent in writing of such Lender's email address to which a Communication Notice may
35 be sent by electronic transmission (including by electronic communication) on or before the date
36 such Lender becomes a party to this Agreement (and from time to time thereafter to ensure that
37 the Agent has on record an effective email address for such Lender) and (ii) that any
38 Communication Notice may be sent to such email address.

39 10.03 Expenses. The Borrower agrees to pay promptly following receipt of written
40 invoices describing in reasonable detail (a) the reasonable fees, expenses and disbursements of the
41 Agent's external counsel incurred in connection with the administration or interpretation of the
42 Loan Documents and other instruments mentioned herein, the negotiation of this Agreement and
43 the closing hereunder, and amendments, modifications, approvals, consents or waivers hereto or
44 hereunder (provided that any such fees, expenses and disbursements in excess of \$6,000 shall be

1 payable by the Agent), (b) the reasonable fees, expenses and disbursements of the Agent in
2 connection with the administration or interpretation of the Loan Documents and other instruments
3 mentioned herein, and (c) all reasonable out of pocket expenses including reasonable external
4 attorneys' fees and costs incurred by the Agent or any Lender (*provided* that the Borrower shall
5 only be responsible for the reasonable fees and expenses of one counsel engaged to represent all
6 such Parties taken as a whole, unless any actual or potential conflict of interest between such
7 Parties makes it inappropriate for one counsel to represent all such Parties, in which event the
8 Borrower shall be responsible for the reasonable fees and expenses of one additional counsel for
9 each group of affected Parties similarly situated taken as a whole) in connection with (i) the
10 enforcement of or preservation of rights under any of the Loan Documents against the Borrower,
11 or the administration thereof after the occurrence of a Default, (ii) defending against any action
12 brought by the Borrower or its affiliates against the Agent or any Lender arising under or relating
13 to any of the Loan Documents unless the Borrower or its affiliates are the prevailing party in such
14 action, and (iii) any litigation, proceeding or dispute brought by the Agent against the Borrower
15 (whether arising hereunder or otherwise in connection with the transactions contemplated hereby)
16 in which such Lender, the Agent is the prevailing party (but without derogation to the provisions
17 of *Section 10.04*). The covenants of this *Section 10.03* shall survive payment or satisfaction of
18 payment of amounts owing with respect to any Notes as may be issued hereunder.

19 10.04 Indemnification. The Borrower agrees to indemnify and hold harmless the Agent,
20 the Lenders and their respective officers, affiliates, directors, employees, agents and advisors
21 (each, an "Indemnitee") from and against any and all claims, actions and suits by a third party
22 (which third party may, for these purposes, include the Agent or a Lender) (collectively,
23 "Actions"), whether groundless or otherwise, and from and against any and all liabilities, losses,
24 damages and expenses payable by any Indemnitee to any third party (which third party may, for
25 these purposes, include the Agent or a Lender) (collectively, "Liabilities") of every nature and
26 character incurred by or awarded against any such Indemnitee (including the reasonable fees and
27 expenses of counsel), in each case arising out of this Agreement or any of the other Loan
28 Documents or the transactions contemplated hereby including, without limitation, (a) any actual
29 or proposed use by the Borrower of the proceeds of the Loans, or (b) the Borrower entering into
30 or performing this Agreement or any of the other Loan Documents; *provided* that the liabilities,
31 losses, damages and expenses indemnified pursuant to this *Section 10.04* shall not include any
32 liabilities, losses, damages and expenses in respect of any taxes, levies, imposts, deductions,
33 charges or withholdings, indemnification for which is provided on the basis, and to the extent,
34 specified in *Section 3.09*; and *provided further*, that such indemnity shall not be available as to any
35 Indemnitee, to the extent that such liabilities, losses, damages and expenses arise out of the gross
36 negligence, bad faith or willful misconduct of such Indemnitee or any of its Related Parties as
37 finally determined by a court of competent jurisdiction. In the event that an Indemnitee shall
38 become subject to any Action or Liability with respect to any matter for which indemnification
39 may apply pursuant to this *Section 10.04* (an "Indemnity Claim"), such Indemnitee shall give
40 Notice of such Indemnity Claim to the Borrower by telephone at (561) 694-6204 and also in
41 accordance with the written Notice requirements in *Section 10.02*. Such Indemnitee may retain
42 counsel and conduct the defense of such Indemnity Claim, as it may in its sole discretion deem
43 proper, at the sole cost and expense of the Borrower. So long as no Default shall have occurred
44 and be continuing hereunder, no Indemnitee shall compromise or settle any claim without the prior
45 written consent of the Borrower, which consent shall not unreasonably be withheld or delayed
46 (*provided* that the Borrower shall only be responsible for the reasonable fees and expenses of one

1 counsel for all Indemnitees taken as a whole unless any actual or potential conflict of interest
2 between such Indemnitees makes it inappropriate for one counsel to represent all such
3 Indemnitees, in which event the Borrower shall be responsible for the reasonable fees and expenses
4 of one additional counsel for each group of affected Indemnitees similarly situated taken as a
5 whole). If, and to the extent that the obligations of the Borrower under this *Section 10.04* are
6 unenforceable for any reason, the Borrower hereby agrees to make the maximum contribution to
7 the payment in satisfaction of such obligations which is permissible under applicable law. In the
8 case of an investigation, litigation or other proceeding to which the indemnity in this *Section 10.04*
9 applies, such indemnity shall be effective whether or not the affected Indemnitee is a party thereto
10 and whether or not the transactions contemplated hereby are consummated. Each Party also agrees
11 not to assert any claim against any other Party or any of its respective affiliates, or any of its
12 respective directors, officers, employees, attorneys and agents, on any theory of liability, for
13 special, indirect, consequential or punitive damages arising out of or otherwise relating to this
14 Agreement, any Notes as may be issued hereunder, 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 the Borrower to the extent the same are specifically payable by
18 such Indemnitee to any third party).

19 10.05 Survival of Covenants. All covenants, agreements representations and warranties
20 made herein, in the Notes, in any of the other Loan Documents or in any documents or other papers
21 delivered by or on behalf of the Borrower pursuant hereto shall be deemed to have been relied
22 upon by the Agent and the Lenders, notwithstanding any investigation heretofore or hereafter made
23 by any of them, and shall survive the making by the Lenders of the Loans, as herein contemplated,
24 and shall continue in full force and effect so long as any amount due under this Agreement, the
25 Notes, or any of the other Loan Documents remains outstanding. All statements contained in any
26 certificate or other paper delivered to the Agent or any Lender at any time by or on behalf of the
27 Borrower pursuant hereto or in connection with the transactions contemplated hereby shall
28 constitute representations and warranties by the Borrower hereunder. Without prejudice to the
29 survival of any other agreement of the Borrower hereunder, the agreements and obligations of the
30 Borrower contained in *Section 3.05*, *Section 3.06*, *Section 3.07*, *Section 3.10*, *Section 10.03* and
31 *Section 10.04* shall survive the payment in full of principal, interest and all other amounts
32 hereunder and under the other Loan Documents.

33 10.06 Assignment and Participations.

34 (a) Successors and Assigns Generally. The provisions of this Agreement shall
35 be binding upon and inure to the benefit of the Parties and their respective successors and assigns
36 permitted hereby, except that the Borrower may not assign or otherwise transfer any of its rights
37 or obligations hereunder without the prior written consent of the Agent and each Lender, and no
38 Lender may assign or otherwise transfer any of its rights or obligations hereunder except (i) to an
39 assignee in accordance with the provisions of *Section 10.06(b)* or *Section 10.06(f)*, (ii) by way of
40 participation in accordance with the provisions of *Section 10.06(d)*, or (iii) by way of pledge or
41 assignment of a security interest subject to the restrictions of *Section 10.06(e)* (and any other
42 attempted assignment or transfer by any Party shall be null and void). Other than as specified in
43 *Section 9.05* and *Section 10.04*, nothing in this Agreement, expressed or implied, shall be
44 construed to confer upon any Person (other than the Parties, their respective successors and assigns

1 permitted hereby, and Participants to the extent provided in *Section 10.06(d)*) any legal or
2 equitable right, remedy or claim under or by reason of this Agreement.

3 (b) Assignments by Lenders. Any Lender may at any time assign to one or
4 more assignees all or a portion of its rights and obligations under this Agreement (including the
5 Loans at the time owing to it); *provided* that any such assignment shall be subject to the following
6 conditions:

7 (i) Minimum Amounts. The amount of the Commitment and the
8 principal outstanding balance of the Loans of the assigning Lender subject to such assignment
9 (determined as of the date the Assignment and Assumption, made pursuant to an Assignment and
10 Assumption Agreement in the form of *Exhibit G* hereto (the "Assignment and Assumption
11 Agreement")), with respect to such assignment is delivered to the Agent or, if "Trade Date" is
12 specified in the Assignment and Assumption Agreement, as of the Trade Date) shall not be less
13 than \$5,000,000, unless each of the Agent and, so long as no Event of Default has occurred and is
14 continuing, the Borrower otherwise consents.

15 (ii) Proportionate Amounts. Each partial assignment shall be made as
16 an assignment of a proportionate part of all the assigning Lender's rights and obligations under this
17 Agreement with respect to the Commitment or the Loans assigned.

18 (iii) Required Consents. No consent shall be required for any
19 assignment except to the extent required by *Section 10.06(b)(i)* and, in addition:

20 (1) the consent of the Borrower (such consent not to be unreasonably withheld or delayed)
21 shall be required unless (x) an Event of Default has occurred and is continuing at the
22 time of such assignment, or (y) such assignment is to an Initial Lender or an affiliate
23 of an Initial Lender which is majority-owned and controlled by such Initial Lender or
24 any corporation controlling such Initial Lender; and

25 (2) the consent of the Agent (such consent not to be unreasonably withheld or delayed)
26 shall be required for assignments in respect of the Loans and/or Commitment, if such
27 assignment is to a Person that is not an Initial Lender or an affiliate of such Initial
28 Lender which is majority-owned and controlled by such Initial Lender or any
29 corporation controlling such Initial Lender.

30 (iv) Assignment and Assumption. The parties to each assignment shall
31 execute and deliver to the Agent an Assignment and Assumption Agreement, together with a
32 processing and recordation fee of Three Thousand Five Hundred United States Dollars
33 (\$3,500.00); *provided* that the Agent may, in its sole discretion, elect to waive such processing and
34 recordation fee in the case of any assignment. The assignee, if it is not a Lender, shall deliver to
35 the Agent an Administrative Questionnaire.

36 (v) No Assignment to Certain Persons. No such assignment shall be
37 made to (A) the Borrower or any of the Borrower's affiliates or Subsidiaries or (B) to any
38 Defaulting Lender or any of its affiliates or Subsidiaries, or any Person who, upon becoming a
39 Lender hereunder, would constitute any of the foregoing Persons described in this clause (B).

1 (vi) No Assignment to Natural Persons. No such assignment shall be
2 made to a natural Person.

3 (vii) Certain Additional Payments. In connection with any assignment of
4 rights and obligations of any Defaulting Lender hereunder, no such assignment shall be effective
5 unless and until, in addition to the other conditions thereto set forth herein, the Defaulting Lender
6 or its assignee shall make such additional payments to the Agent in an aggregate amount sufficient,
7 upon distribution thereof as appropriate (which may be outright payment, purchases by the
8 assignee of participations, or other compensating actions, including funding, with the consent of
9 the Borrower and the Agent, the applicable pro rata share of Loans previously requested but not
10 funded by the Defaulting Lender, to each of which the applicable assignee and assignor hereby
11 irrevocably consent), to (x) pay and satisfy in full all payment liabilities then owed by such
12 Defaulting Lender to the Agent and each other Lender hereunder (and interest accrued thereon),
13 and (y) acquire (and fund as appropriate) its full pro rata share of all Loans in accordance with its
14 Pro Rata Share. Notwithstanding the foregoing, in the event that any assignment of rights and
15 obligations of any Defaulting Lender hereunder shall become effective under applicable law
16 without compliance with the provisions of this paragraph, then the assignee of such interest shall
17 be deemed to be a Defaulting Lender for all purposes of this Agreement until such compliance
18 occurs.

19 Subject to acceptance and recording thereof by the Agent pursuant to *Section 10.06(c)*, from and
20 after the effective date specified in each Assignment and Assumption Agreement, the assignee
21 thereunder shall be a party to this Agreement and, to the extent of the interest assigned by such
22 Assignment and Assumption Agreement, shall have the rights and obligations of (as applicable) a
23 Lender under this Agreement, and the assigning Lender thereunder shall, to the extent of the
24 interest assigned by such Assignment and Assumption Agreement, be released from its obligations
25 under this Agreement (and, in the case of an Assignment and Assumption Agreement covering all
26 of the assigning Lender's rights and obligations under this Agreement, such Lender shall cease to
27 be a Party hereto) but (i) shall continue to be entitled to the benefits of *Article 3, Section 9.05,*
28 *Section 10.03* and *Section 10.04* with respect to facts and circumstances occurring prior to the
29 effective date of such assignment, and (ii) shall continue to be obligated in respect of any liabilities
30 or obligations that expressly survive any such assignment; *provided*, that except to the extent
31 otherwise expressly agreed by each affected Party no assignment by a Defaulting Lender will
32 constitute a waiver or release of any claim of any Party hereunder arising from the assigning
33 Lender having been a Defaulting Lender. Any assignment or transfer by a Lender of rights or
34 obligations under this Agreement that does not comply with this paragraph shall be treated for
35 purposes of this Agreement as a sale by such Lender of a participation in such rights and
36 obligations in accordance with *Section 10.06(d)*. The Agent agrees to promptly notify the
37 Borrower of each assignment and transfer by a Lender of any rights or obligations under this
38 Agreement.

39 (c) Register. The Agent, acting solely for this purpose as a non-fiduciary agent
40 of the Borrower, shall maintain at one of its offices in the United States a copy of each Assignment
41 and Assumption Agreement delivered to it and a register for the recordation of the names and
42 addresses of the Lenders, the Commitments and principal amounts (and stated interest) of the
43 Loans owing to, each Lender pursuant to the terms hereof from time to time (the "Register"). The
44 entries in the Register shall be conclusive absent manifest error, and the Borrower, the Agent and

1 the Lenders shall treat each Person whose name is recorded in the Register pursuant to the terms
2 hereof as a Lender hereunder for all purposes of this Agreement. The Register shall be available
3 for inspection by the Borrower and any Lender, at any reasonable time and from time to time upon
4 reasonable prior Notice. Except as registered in accordance with this *Section 10.06(c)*, the
5 Borrower shall not be obligated to recognize or treat any assignee of any interest or with respect
6 to the Commitments or any Loans as a Lender or Person otherwise entitled to assert, enforce or
7 otherwise participate in any rights or benefits with respect thereto or hereunder.

8 (d) Participations. A Lender may sell or agree to sell to one or more other
9 Persons a participation in all or any part of any Loans held by it, or in its Commitment, *provided*
10 that no purchaser of a participation (a "Participant") shall have any rights or benefits under this
11 Agreement or any Note (the Participant's rights against such Lender in respect of such participation
12 to be those set forth the agreements executed by such Lender in favor of the Participant). All
13 amounts payable by the Borrower to any Lender in respect of Loans held by it, and its
14 Commitment, shall be determined as if such Lender had not sold or agreed to sell any participation
15 in such Loans and Commitment, and as if such Lender were funding each of such Loan and
16 Commitment in the same way that it is funding the portion of such Loan and Commitment in which
17 no participation has been sold. In no event shall a Lender that sells a participation agree with the
18 Participant to take or refrain from taking any action hereunder or under any other Loan Document
19 except that such Lender may agree with the Participant that it will not, without the consent of the
20 Participant, agree to (i) increase or extend the term, or extend the time or waive any requirement
21 for the reduction or termination of such Lender's related Commitment, (ii) extend the date fixed
22 for the payment of principal or interest on the related Loan or Loans, or any portion of any fee
23 hereunder payable to the Participant, (iii) reduce the amount of any such payment of principal, (iv)
24 reduce the rate at which interest is payable thereon, or any fee hereunder payable to the Participant,
25 to a level below the rate at which the Participant is entitled to participate in such interest or fee, (v)
26 alter the rights or obligations of the Borrower to repay the related Loans, or (vi) consent to any
27 modification, supplement or waiver hereof to the extent that the same, under *Section 10.01*,
28 requires the consent of each Lender. Each Lender that sells a participation shall, acting solely for
29 this purpose as a non-fiduciary agent of Borrower, maintain a register on which it enters the name
30 and address of each Participant and the principal amounts (and stated interest) of each Participant's
31 interest in the Loans or other obligations under the Loan Documents (the "Participant Register");
32 *provided* that no Lender shall have any obligation to disclose all or any portion of the Participant
33 Register (including the identity of any Participant or any information relating to a Participant's
34 interest in any commitments, loans, letters of credit or its other obligations under any Loan
35 Document) to any Person except to the extent that such disclosure is necessary to establish that
36 such commitment, loan, letter of credit or other obligation is in registered form under Section
37 5f.103-1(c) of the United States Treasury Regulations. The entries in the Participant Register shall
38 be conclusive absent manifest error, and such Lender shall treat each Person whose name is
39 recorded in the Participant Register as the owner of such participation for all purposes of this
40 Agreement notwithstanding any notice to the contrary. For the avoidance of doubt, the Agent, in
41 its capacity as the Agent, shall have no responsibility for maintaining a Participant Register.

42 (e) Certain Pledges. Any Lender may at any time pledge or assign a security
43 interest in all or any portion of its rights under this Agreement to secure obligations of such Lender,
44 including any pledge or assignment to secure obligations to a Federal Reserve Bank; *provided* that

1 no such pledge or assignment shall release such Lender from any of its obligations hereunder or
2 substitute any such pledgee or assignee for such Lender as a party hereto.

3 (f) Disclosure. The Borrower agrees that any Lender may disclose information
4 obtained by such Lender pursuant to this Agreement to assignees, participants or counterparties to
5 any swap or derivative transaction relating to the transactions contemplated pursuant to this
6 Agreement and potential assignees or participants hereunder or counterparties as aforesaid;
7 *provided* that such assignees, participants or counterparties or potential assignees, participants or
8 counterparties shall agree (i) to preserve the confidentiality of such information pursuant to a
9 confidentiality agreement that provides for the same terms set forth in *Section 10.07*, (ii) not to
10 disclose such information to a third party, and (iii) not to make use of such information for purposes
11 of transactions unrelated to such contemplated assignment or participation.

12 10.07 Confidentiality. The Agent and each Lender agrees to hold any confidential
13 information that any of them may receive from the Borrower or any of its Subsidiaries pursuant to
14 this Agreement or any of the Loan Documents or in connection with any transaction contemplated
15 herein or therein in confidence except for disclosure: (a) to other Lenders; (b) to its affiliates,
16 officers, directors, employees, advisors, attorneys, and other agents deemed reasonably necessary
17 to effectuate the transaction contemplated herein or therein; *provided* that such parties shall be
18 advised of the requirement to maintain the confidentiality of such information, and the Agent or
19 such Lender, as the case may be, shall be responsible for any such party's breach of this *Section*
20 *10.07*; (c) as required by applicable laws or regulations, to regulatory officials having jurisdiction
21 over the Agent or any Lender, or financial industry regulatory bodies claiming oversight over the
22 Agent or such Lender; (d) as required by applicable law or legal process (*provided* that in the event
23 the Agent or any Lender is so required to disclose any such confidential information pursuant to
24 the foregoing clauses (c) or (d), the Agent or any such Lender shall endeavor to notify promptly
25 the Borrower so that the Borrower may seek a protective order or other appropriate remedy); (e)
26 to the extent permitted in *Section 10.06(f)*; (f) in connection with any suit, action or proceeding
27 relating to the exercise of remedies or enforcement of rights hereunder and (g) subject to an
28 agreement containing provisions substantially the same as those of this *Section 10.07*, to any direct
29 or indirect contractual counterparty or prospective counterparty (or such contractual counterparty's
30 or prospective counterparty's professional advisor) to any credit derivative transaction relating to
31 obligations of the Borrower. For purposes of this Agreement (x) the term "confidential
32 information" means all information delivered by or with respect to the Borrower, NextEra Energy
33 or any of their Subsidiaries, other than (i) information previously filed on a non-confidential basis
34 with any governmental or quasi-governmental agency, authority, board, bureau, commission,
35 department, instrumentality or public body or which is otherwise available to the public, (ii)
36 information that is delivered by the Borrower to the Agent or any Lender that the Borrower
37 expressly identifies as non-confidential, (iii) information previously published in any public
38 medium from a source other than, directly or indirectly, the Agent or any Lender, and (iv)
39 information that is received by the Agent or any Lender from any third party that the Agent or such
40 Lender reasonably believes, after due inquiry, was not and is not, violating any obligation of
41 confidentiality to the Borrower and (y) "affiliate" means, with respect to any Lender, any Person
42 that is wholly owned by such Lender or any corporation by which such Lender is wholly owned.

43 10.08 Governing Law: Jurisdiction. THIS AGREEMENT AND EACH OF THE OTHER
44 LOAN DOCUMENTS, EXCEPT AS OTHERWISE SPECIFICALLY PROVIDED THEREIN,

1 ARE CONTRACTS UNDER THE LAWS OF THE STATE OF NEW YORK AND SHALL FOR
2 ALL PURPOSES BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE
3 LAWS OF THE STATE OF NEW YORK WITHOUT REGARD TO THE PRINCIPLES OF
4 CONFLICTS OF LAWS THEREUNDER (OTHER THAN §5-1401 OF THE NEW YORK
5 GENERAL OBLIGATIONS LAW). THE PARTIES AGREE THAT ANY SUIT FOR THE
6 ENFORCEMENT OF THIS AGREEMENT OR ANY OF THE OTHER LOAN DOCUMENTS
7 SHALL BE BROUGHT ONLY IN THE COURTS OF THE STATE AND COUNTY OF NEW
8 YORK OR ANY FEDERAL COURT SITTING IN THE BOROUGH OF MANHATTAN, NEW
9 YORK, AND CONSENT TO THE EXCLUSIVE JURISDICTION OF SUCH COURTS AND
10 THE SERVICE OF PROCESS IN ANY SUCH SUIT BEING MADE UPON THE RELEVANT
11 PARTIES BY MAIL AT THEIR RESPECTIVE ADDRESSES IN ACCORDANCE WITH
12 *SECTION 10.02*. EACH PARTY HEREBY WAIVES ANY OBJECTION THAT IT MAY NOW
13 OR HEREAFTER HAVE TO THE VENUE OF ANY SUCH SUIT OR ANY SUCH COURT OR
14 THAT SUCH SUIT IS BROUGHT IN AN INCONVENIENT FORUM.

15 10.09 Headings. The captions in this Agreement are for convenience of reference only
16 and shall not define or limit the provisions hereof.

17 10.10 Counterparts. This Agreement and any amendment hereof may be executed in
18 several counterparts and by each Party on a separate counterpart, each of which when so executed
19 and delivered shall be an original, and all of which together shall constitute one instrument. In
20 proving this Agreement it shall not be necessary to produce or account for more than one such
21 counterpart signed by the Party against whom enforcement is sought. Delivery of an executed
22 counterpart of a signature page to this Agreement by facsimile or by emailing a ".pdf" file shall be
23 effective as delivery of a manually executed counterpart of this Agreement.

24 10.11 Entire Agreement. The Loan Documents and any other documents executed in
25 connection herewith or therewith express the entire understanding of the Parties with respect to
26 the transactions contemplated hereby. Neither this Agreement nor any term hereof may be
27 changed, waived, discharged or terminated, except as provided in *Section 10.01*.

28 10.12 Severability. The provisions of this Agreement are severable and if any one clause
29 or provision hereof shall be held invalid or unenforceable in whole or in part in any jurisdiction,
30 then such invalidity or unenforceability shall affect only such clause or provision, or part thereof,
31 in such jurisdiction, and shall not in any manner affect such clause or provision in any other
32 jurisdiction, or any other clause or provision of this Agreement in any jurisdiction.

33 10.13 Third Party Beneficiaries. None of the provisions of this Agreement shall operate
34 or are intended to operate for the benefit of, any Person (other than the Parties hereto and their
35 respective successors and assigns permitted hereby), and no other Person shall have any rights
36 under or with respect hereto (except to the limited extent expressly provided for with respect to
37 any Indemnitee under *Section 10.04*).

38 10.14 USA Patriot Act Notice. The Agent (for itself and not on behalf of any of the
39 Lenders) and each Lender hereby notifies the Borrower that pursuant to the requirements of the
40 USA PATRIOT Act, it is required to obtain, verify and record information that identifies the
41 Borrower, which information includes the name and address of the Borrower and other information

1 that will allow the Agent and such Lender to identify the Borrower in accordance with the USA
2 PATRIOT Act.

3 10.15 No Fiduciary Duties. The Borrower agrees that in connection with all aspects of
4 the transactions contemplated hereby and any communications in connection therewith, the
5 Borrower and its affiliates, on the one hand, and the Agent, the Lenders and their respective
6 affiliates, on the other hand, will have a business relationship that does not create, by implication
7 or otherwise, any fiduciary duty on the part of the Agent, and the Lenders or their respective
8 affiliates.

9 10.16 Electronic Records. The Borrower hereby acknowledges the receipt of a copy of
10 this Agreement. The Agent and each Lender may, on behalf of the Borrower, create a microfilm
11 or optical disk or other electronic image of this Agreement and may store the electronic image of
12 this Agreement in its electronic form and then destroy the paper original as part of the Agent or
13 any Lender's normal business practices, with the electronic image deemed to be an original.

14 10.17 WAIVER OF JURY TRIAL. THE BORROWER, THE AGENT AND EACH
15 LENDER HEREBY WAIVE THEIR RESPECTIVE RIGHTS TO A JURY TRIAL WITH
16 RESPECT TO ANY ACTION OR CLAIM ARISING OUT OF ANY DISPUTE IN
17 CONNECTION WITH THIS AGREEMENT, THE NOTES OR ANY OF THE OTHER LOAN
18 DOCUMENTS, ANY RIGHTS OR OBLIGATIONS HEREUNDER OR THEREUNDER OR
19 THE PERFORMANCE OF SUCH RIGHTS AND OBLIGATIONS. The Borrower (a) certifies
20 that no representative, agent or attorney of the Agent or any Lender has represented, expressly or
21 otherwise, that the Agent or any Lender would not, in the event of litigation, seek to enforce the
22 foregoing waiver and (b) acknowledges that the Agent and each Lender has been induced to enter
23 into this Agreement and the other Loan Documents to which it is a party by, among other things,
24 the waiver and certifications contained in this *Section 10.17*.

25 10.18 Acknowledgement and Consent to Bail-In of EEA Financial Institutions.
26 Notwithstanding anything to the contrary in any Loan Document or any other agreement,
27 arrangement or understanding among any such parties, each party hereto acknowledges that any
28 liability of any EEA Financial Institution arising under any Loan Document, to the extent such
29 liability is unsecured, may be subject to the write-down and conversion powers of an EEA
30 Resolution Authority and agrees and consents to, and acknowledges and agrees to be bound by:

31 (a) the application of any Write-Down and Conversion Powers by an EEA
32 Resolution Authority to any such liabilities arising hereunder which may be payable by it to any
33 party hereto that is an EEA Financial Institution; and

34 (b) the effects of any Bail-In Action on any such liability, including, if
35 applicable:

36 (i) a reduction in full or in part or cancellation of any such liability;

37 (ii) a conversion of all, or a portion of, such liability into shares or other
38 instruments of ownership in such EEA Financial Institution, its parent undertaking, or a bridge
39 institution that may be issued to it or otherwise conferred on it, and that such shares or other

1 instruments of ownership will be accepted by it in lieu of any rights with respect to any such
2 liability under this Agreement or any other Loan Documents;

3 (iii) the variation of the terms of such liability in connection with the
4 exercise of the write-down and conversion powers of an EEA Financial Institution.

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[SIGNATURE APPEARS ON THE NEXT PAGES]

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

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**FLORIDA POWER & LIGHT
COMPANY**, as the Borrower

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By: _____
Name:
Title:

CONFIDENTIAL

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[Redacted] as
Administrative Agent and Lender

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By: _____
Name: [Redacted]
Title: [Redacted]

1 STATE OF [])
2) ss.
3 COUNTY OF [])

4 Personally appeared before me, the undersigned, a Notary Public in and for said County,
5 [], to me known and known to me, who, being by me first duly sworn,
6 declared that he/she is a [] of []
7 [] that being duly authorized he/she did execute the foregoing instrument
8 before me for the purposes set forth therein.

9 IN WITNESS WHEREOF, I have hereto set my hand and official seal at
10 _____, this ____ day of _____.

11 _____
12 Notary Public

13 My Commission Expires:

14 By: _____
15 Name: _____
16 Title: _____

CONFIDENTIAL

**SCHEDULE I
TO CREDIT AGREEMENT**

LENDER

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<p>[REDACTED]</p> <p><u>Lending Office and Address for Notices for all Loans:</u></p> <p>[REDACTED]</p>	<p>\$55,000,000.00</p>
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**SCHEDULE 4.03
TO CREDIT AGREEMENT**

3

PERMITTED LIENS

- 4 1. Liens to secure taxes, assessments and other government charges or claims for labor,
5 material or supplies in respect of obligations not overdue;
- 6 2. Deposits or pledges made in connection with, or to secure payment of, workmen's
7 compensation, unemployment insurance, old age pensions or other social security
8 obligations;
- 9 3. Liens of carriers, warehousemen, mechanics and materialmen, and other like liens, which
10 liens do not individually or in the aggregate have a materially adverse effect on the business
11 of the Borrower; and
- 12 4. Encumbrances consisting of easements, rights of way, zoning restrictions, restrictions on
13 the use of real property and defects and irregularities in the title thereto, landlord's or
14 lessor's liens under leases to which the Borrower or any of its Subsidiaries is a party, and
15 other minor liens or encumbrances none of which in the opinion of the Borrower interferes
16 materially with the use of the property affected in the ordinary conduct of the business of
17 the Borrower, which defects, liens and other encumbrances do not individually or in the
18 aggregate have a materially adverse effect on the business of the Borrower.

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**SCHEDULE 4.04
TO CREDIT AGREEMENT**

SUPPLEMENTAL DISCLOSURES

Matters disclosed in Florida Power & Light Company's Annual Report on Form 10-K, for the fiscal year ended December 31, 2018, 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 Effective Date.

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**SCHEDULE 4.06
TO CREDIT AGREEMENT**

LITIGATION

Matters disclosed in Florida Power & Light Company's Annual Report on Form 10-K, for the fiscal year ended December 31, 2018, 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 Effective Date.

1 **EXHIBIT A TO AGREEMENT**

2 **[Form of Borrowing Notice]**

3 **BORROWING NOTICE**

4 [•], 20__



10
11 Ladies and Gentlemen:

12 The undersigned, FLORIDA POWER & LIGHT COMPANY, a Florida corporation (the
13 "Borrower"), refers to the Credit Agreement, dated as of July 24, 2019 (as amended or modified
14 from time to time, the "Loan Agreement", the terms defined therein being used herein as therein
15 defined), among the undersigned, the Lenders party thereto and [REDACTED]
16 [REDACTED] as Administrative Agent (the "Agent") and Lender, and
17 hereby requests a borrowing of a Loan under the Agreement, and in that connection sets forth
18 below the information relating to the borrowing (the "Proposed Borrowing") as required by
19 *Section 2.02(a)* of the Loan Agreement.

20 (i) The Business Day of the Proposed Borrowing is _____, ____.

21 (ii) *[The Loans comprising the Proposed Borrowing are [Base Rate Loans]*
22 *[Eurodollar Rate Loans]].*

23 (iii) The aggregate amount of the Proposed Borrowing is \$ _____.

24 *[(iv) The initial Interest Period for each Eurodollar Rate Loan made as part of the*
25 *Proposed Borrowing is _____ month[s]. The last day of such Interest Period is*
26 *_____, ____]*

27 The undersigned hereby certifies that the following statements are true on the date hereof,
28 and will be true on the date of the Proposed Borrowing:

29 (A) No Default shall have occurred and be continuing or will occur upon the making
30 of the Proposed Borrowing, and
31

1 (B) Each of the representations and warranties contained in the Loan Agreement, the
2 other Loan Documents or in any document or instrument delivered pursuant to or
3 in connection with the Loan Agreement will be true in all material respects as of
4 the time of the making of the Proposed Borrowing with the same effect as if made
5 at and as of that time (except to the extent that such representations and warranties
6 relate expressly to an earlier date).
7

8 The proceeds of the Proposed Borrowing should be wire transferred to the Borrower in
9 accordance with the following wire transfer instructions:

Name of Bank:	Bank of America N.A.
Street Address of Bank:	100 West 33 rd Street
City/State/ZIP of Bank:	New York, NY 10001
ABA Number of Bank:	026009593
SWIFT:	BOFAUS3N
Name of Account:	Florida Power & Light Company
Account Number at Bank:	37501320761

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[SIGNATURE APPEARS ON THE NEXT PAGE]

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1To be confirmed by FPL.

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Very truly yours,

**FLORIDA POWER & LIGHT
COMPANY**

By: _____

Name:

Title:

1 Absent manifest error, a certificate or statement signed by an authorized officer of Lender shall be
2 conclusive evidence of the amount of principal due and unpaid under this Note as of the date of
3 such certificate or statement.

4 This Note is made and delivered by the Borrower to the Lender pursuant to that certain Credit
5 Agreement, dated as of July 24, 2019, by among the Borrower, the lenders party thereto, and
6 [REDACTED] as Administrative Agent and Lender (such
7 agreement, as originally executed, or, if varied or supplemented or amended and restated from time
8 to time hereafter, as so varied or supplemented or amended and restated, called the "**Agreement**").
9 This Note evidences the obligations of Borrower (a) to repay the principal amount of the Loans
10 made by Lender to Borrower under the Agreement, (b) to pay interest, as provided in the
11 Agreement on the principal amount hereof remaining unpaid from time to time, and (c) to pay
12 other amounts which may become due and payable hereunder as provided herein and in the
13 Agreement.

14 No reference herein to the Agreement, to any of the Schedules or Exhibits annexed thereto, or to
15 any of the Loan Documents or to any provisions of any thereof, shall impair the obligations of the
16 Borrower, which are absolute, unconditional and irrevocable, to pay the principal of and the
17 interest on this Note and to pay all (if any) other amounts which may become due and payable on
18 or in respect of this Note or the indebtedness evidenced hereby, strictly in accordance with the
19 terms and the tenor of this Note.

20 All capitalized terms used herein and defined in the Agreement shall have the same meanings
21 herein as therein. For all purposes of this Note, "**Holder**" means the Lender or any other person
22 who is at the time the lawful holder in possession of this Note.

23 Pursuant to, and upon the terms contained in the Agreement, the entire unpaid principal of this
24 Note, all of the interest accrued on the unpaid principal of this Note and all (if any) other amounts
25 payable on or in respect of this Note or the indebtedness evidenced hereby may be declared to be
26 or may automatically become immediately due and payable, whereupon the entire unpaid principal
27 of this Note and all (if any) other amounts payable on or in respect of this Note or the indebtedness
28 evidenced hereby shall (if not already due and payable) forthwith become and be due and payable
29 to the Holder of this Note without presentment, demand, protest, notice of protest or any other
30 formalities of any kind, all of which are hereby expressly and irrevocably waived by the Borrower.

31 All computations of interest payable as provided in this Note shall be determined in accordance
32 with the terms of the Agreement.

33 Should all or any part of the indebtedness represented by this Note be collected by action at law,
34 or in bankruptcy, insolvency, receivership or other court proceedings, or should this Note be placed
35 in the hands of attorneys for collection after default, the Borrower hereby promises to pay to the
36 Holder of this Note, upon demand by the Holder at any time, in addition to principal, interest and
37 all (if any) other amounts payable on or in respect of this Note or the indebtedness evidenced
38 hereby, all court costs and reasonable attorneys' fees (including, without limitation, such
39 reasonable fees of any in-house counsel) and all other reasonable collection charges and expenses
40 incurred or sustained by the Holder.

1 The Borrower hereby irrevocably waives notices of acceptance, presentment, notice of non-
2 payment, protest, notice of protest, suit and all other conditions precedent in connection with the
3 delivery, acceptance, collection and/or enforcement of this Note.

4 THE BORROWER HEREBY WAIVES ITS RIGHT TO A JURY TRIAL WITH RESPECT TO
5 ANY ACTION OR CLAIM ARISING OUT OF ANY DISPUTE IN CONNECTION WITH THIS
6 NOTE, ANY RIGHTS OR OBLIGATIONS HEREUNDER OR THE PERFORMANCE OF
7 SUCH RIGHTS AND OBLIGATIONS.

8 This Note is intended to take effect as a sealed instrument.

9 This Note and the obligations of the Borrower hereunder shall be governed by and interpreted and
10 determined in accordance with the laws of the State of New York, without regard to the principles
11 of conflicts of laws thereunder (other than §5-1401 of the New York General Obligations Law).

12 [SIGNATURE APPEARS ON THE NEXT PAGE]
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1 **IN WITNESS WHEREOF**, this Note has been duly executed by the undersigned, **FLORIDA**
2 **POWER & LIGHT COMPANY**, on the day and in the year first above written.

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**FLORIDA POWER & LIGHT
COMPANY**

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By: _____
Name:
Title:

1 EXHIBIT C TO AGREEMENT

2 [Form of Interest Rate Notice]

3 INTEREST RATE NOTICE

4 [Date]



10 Ladies and Gentlemen:

11 Pursuant to *Section 2.06* of that certain Credit Agreement, dated as of July 24, 2019 (as amended
12 or modified from time to time, the "Loan Agreement", the terms defined therein being used herein
13 as therein defined), among the undersigned, the Lenders party thereto and [REDACTED]
14 [REDACTED] as Administrative Agent and Lender, the Borrower hereby gives
15 you irrevocable notice of its request to Convert the Loan(s) and/or Interest Periods currently under
16 effect under the Loan Agreement as follows *[select from the following as applicable]*:

- 17 • on [__date__], to Convert \$[_____] of the aggregate outstanding principal amount
18 of the Loan(s) bearing interest at the Eurodollar Rate into a Base Rate Loan; [and/or]
- 19 • on [__date__], to Convert \$[_____] of the aggregate outstanding principal amount
20 of the Loan(s) bearing interest at the Base Rate into a Eurodollar Rate Loan having an
21 Interest Period of [_____] month(s) ending on [__date__]; [and/or]
- 22 • on [__date__], to continue \$[_____] of the aggregate outstanding principal amount
23 of the Loan(s) bearing interest at the Eurodollar Rate, as a Eurodollar Rate Loan having
24 an Interest Period of [_____] month(s) ending on [__date__].

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

27 [SIGNATURE APPEARS ON THE NEXT PAGE]

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Very truly yours,

**FLORIDA POWER & LIGHT
COMPANY**

By: _____

Name:

Title:

1 EXHIBIT E TO AGREEMENT

2 [Form of Opinion of Borrower's Counsel]

3 July 24, 2019
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10 Re: Florida Power & Light Company \$55,000,000 Credit Agreement

11 Ladies and Gentlemen:

12 This opinion is furnished to you pursuant to Section 6.01(e) of that certain Credit
13 Agreement, dated as of July 24, 2019 (the "**Agreement**"), between Florida Power & Light
14 Company, a Florida corporation ("**Borrower**"), the Lenders party thereto from time to time, and
15  as Administrative Agent (the "**Agent**") and
16 as **Lender**. This opinion is furnished to you at the request of Borrower. Capitalized terms defined
17 in the Agreement and not otherwise defined herein have the meanings set forth therein.

18 We have acted as special counsel to Borrower, in connection with the documents described
19 in Schedule 1 attached hereto and made a part hereof (the "**Operative Documents**").

20 We have made such examinations of the federal law of the United States and of the laws
21 of the State of Florida and the State of New York as we have deemed relevant for purposes of this
22 opinion, and solely for the purposes of the opinions in paragraph 6, the Public Utility Holding
23 Company Act of 2005 and the Federal Power Act (the Public Utility Holding Company Act of
24 2005 and the Federal Power Act and the rules and regulations issued thereunder being referred to
25 herein as the "**Applicable Energy Laws**"), and have not made any independent review of the law
26 of any other state or other jurisdiction: *provided however* we have made no investigation as to, and
27 we express no opinion with respect to, any federal securities laws or the blue sky laws of any state,
28 any state or federal tax laws, or any matters relating to the Applicable Energy Laws (except for the
29 purposes of the opinions in paragraph 6), the Public Utility Regulatory Policies Act of 1978, the
30 Energy Policy Act of 2005, or the rules and regulations under any of the foregoing. Additionally,
31 the opinions contained herein shall not be construed as expressing any opinion regarding local
32 statutes, ordinances, administrative decisions, or regarding the rules and regulations of counties,
33 towns, municipalities or special political subdivisions (whether created or enabled through
34 legislative action at the state or regional level), or regarding judicial decisions to the extent
35 they deal with any of the foregoing (collectively, "**Excluded Laws**"). Subject to the foregoing
36 provisions of this paragraph, the opinions expressed herein are limited solely to the federal
37 law of the United States and the law of the State of Florida and the State of New York insofar
38 as they bear on the matters covered hereby.

1 We have reviewed only the Operative Documents and the other documents and instruments
2 described in *Schedule II* attached hereto and made a part hereof (together with the Operative
3 Documents, the "**Documents**") and have made no other investigation or inquiry. We have also
4 relied, without additional investigation, upon the facts set forth in Documents, including the
5 representations made by Borrower in the Documents.

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

- 9 (i) the genuineness of all signatures (other than signatures of Borrower on the
10 Operative Documents) and the legal capacity of all individuals who executed
11 Documents individually or on behalf of any of the parties thereto, the accuracy and
12 completeness of each Document submitted for our review, the authenticity of all
13 Documents submitted to us as originals, the conformity to original Documents of
14 all Documents submitted to us as certified or photocopies and the authenticity of
15 the originals of such copies;
- 16 (ii) that each of the parties to the Operative Documents (other than Borrower) is a duly
17 organized or created, validly existing entity in good standing under the laws of the
18 jurisdiction of its organization or creation;
- 19 (iii) the due execution and delivery of the Operative Documents by all parties thereto
20 (other than Borrower);
- 21 (iv) that all parties to the Operative Documents (other than Borrower) have the power
22 and authority to execute and deliver the Operative Documents, as applicable, and
23 to perform their respective obligations under the Operative Documents, as
24 applicable;
- 25 (v) that each of the Operative Documents is the legal, valid and binding obligation of
26 each party thereto (other than Borrower), enforceable in each case against each such
27 party in accordance with the respective terms of the applicable Operative
28 Documents;
- 29 (vi) that the conduct of the parties to the Operative Documents has complied with all
30 applicable requirements of good faith, fair dealing and conscionability;
- 31 (vii) that there are no agreements or understandings between the parties, written or oral,
32 and there is no usage of trade or course of prior dealing between the parties that
33 would, in either case, define, supplement or qualify the terms of any of the
34 Operative Documents (except as specifically set forth in the Operative Documents);
35 and
- 36 (viii) that none of the addressees of this letter know that the opinions set forth herein are
37 incorrect and there has not been any mutual mistake of fact or misunderstanding,

1 fraud, duress or undue influence relating to the matters which are the subject of our
2 opinions.

3 As used in the opinions expressed herein, the phrase "to our knowledge" refers only to the
4 actual current knowledge of those attorneys in our firm who have given substantive attention to
5 Borrower in connection with the transaction contemplated pursuant to the Agreement (the
6 "**Transaction**") and does not (i) include constructive notice of matters or information, or (ii) imply
7 that we have undertaken any independent investigation (a) with any other person inside our firm
8 or any persons outside our firm, or (b) as to the accuracy or completeness of any factual
9 representation or other information made or furnished in connection with the Transaction.
10 Furthermore, such reference means only that we do not know of any fact or circumstance
11 contradicting the statement that follows the reference, and does not imply that we know the
12 statement to be correct or have any basis (other than the Documents) for that statement.

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

18 1. Borrower is validly existing as a corporation under the laws of the State of
19 Florida and its status is active. Borrower has the requisite corporate power and authority to
20 execute, deliver and perform the Operative Documents to which it is a party.
21

22 2. The execution, delivery and performance of the Operative Documents
23 entered into by Borrower have been duly authorized by all necessary corporate action of
24 Borrower and the Operative Documents to which Borrower is a party have been duly executed
25 and delivered by Borrower.
26

27 3. Each of the Operative Documents to which Borrower is a party constitutes
28 a valid and binding obligation of Borrower, enforceable against Borrower in accordance with its
29 terms.
30

31 4. The execution and delivery of the Operative Documents to which Borrower
32 is a party and the consummation by Borrower of the transactions contemplated in the Operative
33 Documents to which Borrower is a party will not conflict with or constitute a breach or violation
34 of any of the terms or provisions of, or constitute a default under (A) the Restated Articles
35 of Incorporation of Borrower, as amended, or the Bylaws, as amended, of Borrower,
36 assuming that the aggregate principal amount of the Loans and all of the unsecured
37 indebtedness of Borrower at any one time outstanding would not exceed the limits set forth in
38 Borrower's Restated Articles of Incorporation, as amended. (B) any existing federal, New York
39 or Florida statute, or any rule or regulation thereunder (in each case other than (i) any
40 Excluded Laws, as to which no opinion is expressed and (ii) any Applicable Energy Laws,
41 which are addressed in paragraph 6 below) of any federal, New York or Florida governmental
42 agency or body having jurisdiction over Borrower, except where the same would not have a
43 material adverse effect on the business, properties or financial condition of Borrower, a

1 material adverse effect on the ability of Borrower to perform its obligations under the
2 Operative Documents or a material adverse effect on the validity or enforceability of the
3 Operative Documents, assuming that the aggregate principal amount of the Loans and all other
4 applicable indebtedness, equity securities and all other liabilities and obligations as guarantor,
5 endorser or surety of Borrower at any one time outstanding would not exceed the limits set
6 forth in the FPSC Financing Order, (C) require any consent, approval, authorization or other
7 order of any federal, New York or Florida court, regulatory body, administrative agency or
8 other federal, New York or Florida governmental body having jurisdiction over Borrower (in
9 each case other than under (i) any Excluded Laws as to which no opinion is expressed and (ii)
10 any Applicable Energy Laws, which are addressed in paragraph 6 below), except those which
11 have been obtained on or prior to the date hereof and assuming that the aggregate principal
12 amount of the Loans and all other applicable indebtedness, equity securities and all other
13 liabilities and obligations as guarantor, endorser or surety of Borrower at any one time
14 outstanding would not exceed the limits set forth in the FPSC Financing Order, (D) to our
15 knowledge, conflict with or constitute a breach of any of the terms or provisions of, or a
16 default under, any material agreement or material instrument to which Borrower is a party or
17 by which Borrower or its properties are bound (other than the Restated Articles of
18 Incorporation, as amended of Borrower, or the Bylaws of Borrower, as amended, which are
19 covered pursuant to clause (A) above), or (E) to our knowledge, result in the creation or
20 imposition of any Lien upon any of the material properties or assets of Borrower pursuant to
21 the terms of any mortgage, indenture, agreement or instrument to which Borrower is a party
22 or by which it is bound, except as contemplated in any of the Operative Documents.
23

24 5. Borrower is not an "investment company", as such term is defined in the
25 Investment Company Act of 1940.
26

27 6. The execution and delivery of the Operative Documents to which Borrower
28 is a party and the consummation by Borrower of the transactions contemplated in the Operative
29 Documents to which Borrower is a party will not (A) constitute a breach or violation by Borrower
30 of any Applicable Energy Law, or (B) require any consent, approval, authorization or other order
31 of any U.S. federal regulatory body, administrative agency or other U.S. federal governmental
32 body having jurisdiction over Borrower pursuant to an Applicable Energy Law.
33

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

35 A. The enforceability of the Operative Documents may be limited or affected by
36 bankruptcy, insolvency, reorganization, moratorium, fraudulent conveyance, fraudulent transfer
37 or other laws affecting creditors' rights generally, considerations of public policy and by general
38 principles of equity including, without limitation, concepts of materiality, reasonableness, good
39 faith and fair dealing and the possible unavailability of specific performance or injunctive relief,
40 regardless of whether considered in a proceeding in equity or at law. Without limiting the
41 generality of the foregoing, we express no opinion concerning:
42

- 43 (1) any purported waiver of legal rights of Borrower under any of the Operative
44 Documents, or any purported consent thereunder, relating to the rights of
45 Borrower (including, without limitation, marshaling of assets, reinstatement

1 and rights of redemption, if any), or duties owing to it, existing as a matter
2 of law (including, without limitation, any waiver of any provision of the
3 Uniform Commercial Code in effect in the State of New York and/or the
4 State of Florida) except to the extent Borrower may so waive and has
5 effectively so waived (whether in any of the Operative Documents or
6 otherwise); or
7

- 8 (2) any provisions in any of the Operative Documents (a) restricting access
9 to legal or equitable redress or otherwise, requiring submission to the
10 jurisdiction of the courts of a particular state where enforcement thereof is
11 deemed to be unreasonable in light of the circumstances or waiving any
12 rights to object to venue or inconvenient forum, (b) providing that any other
13 party's course of dealing, delay or failure to exercise any right, remedy or
14 option under any of the Operative Documents shall not operate as a waiver,
15 (c) purporting to establish evidentiary standards for suits or proceedings to
16 enforce any of the Operative Documents, (d) allowing any party to declare
17 indebtedness to be due and payable, in any such case without notice, (e)
18 providing for the reimbursement by the non-prevailing party of the
19 prevailing party's legal fees and expenses, (f) with respect to the
20 enforceability of the indemnification provisions in any of the Operative
21 Documents that may be limited by applicable laws or public policy, (g)
22 providing that forum selection clauses are binding on the court or courts in
23 the forum selected, (h) limiting judicial discretion regarding the
24 determination of damages and entitlement to attorneys' fees and other costs,
25 (i) which deny a party who has materially failed to render or offer
26 performance required by any of the Operative Documents the opportunity
27 to cure that failure unless permitting a cure would unreasonably hinder the
28 non-defaulting party from making substitute arrangements for performance
29 or unless it was important in the circumstances to the non-defaulting party
30 that performance occur by the date stated in the agreement, or (j) which
31 purport to waive any right to trial by jury.
32

33 B. The foregoing opinions are subject to applicable laws with respect to statutory
34 limitations of the time periods for bringing actions.

35 C. We express no opinion as to the subject matter jurisdiction of any United States
36 federal court to adjudicate any claim relating to any Operative Documents where jurisdiction based
37 on diversity of citizenship under 28 U.S.C. §1332 does not exist.

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

1 **SCHEDULE I**

2 **TO**

3 **OPINION OF SQUIRE PATTON BOGGS (US) LLP**

4 **List of Operative Documents**

5 (i) Credit Agreement, dated as of July 24, 2019 (the "**Agreement**"), by
6 and between the Borrower, the lenders party thereto from time to time, and [REDACTED]
7 [REDACTED] as Administrative Agent and Lender.

8 (ii) Note, dated as of July 24, 2019, made by Borrower and payable to
9 the order of [REDACTED] in a principal amount of
10 \$55,000,000.

11 (iii) Borrower's Certificate, dated as of July 24, 2019.

1 **SCHEDULE II**

2 **TO**

3 **OPINION OF SQUIRE PATTON BOGGS (US) LLP**

4 **List of Supporting Documents**

5 The Constituent Documents of Florida Power & Light Company:

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

CONFIDENTIAL

EXHIBIT G TO AGREEMENT

FORM OF ASSIGNMENT AND ASSUMPTION AGREEMENT

* * *

ASSIGNMENT AND ASSUMPTION AGREEMENT

This Assignment and Assumption Agreement (the "Assignment") is dated as of the Effective Date set forth below and is entered into by and between [Insert name of Assignor] (the "Assignor") and [Insert name of Assignee] (the "Assignee"). Capitalized terms used but not defined herein shall have the meanings given to them in the Loan Agreement identified below (as amended, the "Loan Agreement"), receipt of a copy of which is hereby acknowledged by the Assignee. The Standard Terms and Conditions set forth in Annex I attached hereto are hereby agreed to and incorporated herein by reference and made a part of this Assignment as if set forth herein in full.

For an agreed consideration, the Assignor hereby irrevocably sells and assigns to the Assignee, and the Assignee hereby irrevocably purchases and assumes from the Assignor, subject to and in accordance with the Standard Terms and Conditions and the Loan Agreement, as of the Effective Date inserted by the Agent as contemplated below, the interest in and to all of the Assignor's rights and obligations under the Loan Agreement and any other documents or instruments delivered pursuant thereto that represents the amount and percentage interest identified below of all of the Assignor's outstanding rights and obligations under the respective facilities identified below (including, to the extent included in any such facilities, letters of credit) (the "Assigned Interest"). Such sale and assignment is without recourse to the Assignor and, except as expressly provided in this Assignment, without representation or warranty by the Assignor.

- 1. Assignor: _____
- 2. Assignee: _____ [and is an affiliate of Assignor] [and is a Lender] [and is an affiliate of a Lender]¹
- 3. Borrower: Florida Power & Light Company
- 4. Administrative Agent: [REDACTED] as administrative agent under the Credit Agreement, dated as of July 24, 2019, among the Borrower the lenders party thereto from time to time, and the Administrative Agent

¹Select as applicable.

1 **5. Assigned Interest:**

Facility Assigned	Amount of Loans Assigned	Percentage Assigned of Loans ²
Commitment	\$ _____	_____ %

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6. **Effective Date:** _____, 20____ [TO BE INSERTED BY ADMINISTRATIVE AGENT AND WHICH SHALL BE THE EFFECTIVE DATE OF RECORDATION OF TRANSFER IN THE REGISTER THEREFOR.]

The terms set forth in this Assignment are hereby agreed to:

ASSIGNOR

[NAME OF ASSIGNOR]

By: _____

Name:

Title:

By: _____

Name:

Title:

ASSIGNEE

[NAME OF ASSIGNEE]

By: _____

Name:

Title:

By: _____

Name:

Title:

²Set forth, to at least 9 decimals, as a percentage of the Loans thereunder.

1 [Consented to and] Accepted:

2 

3 as Administrative Agent

4 By: _____

5 Name:

6 Title:

7 [Consented to:

8 FLORIDA POWER & LIGHT COMPANY

9 By: _____

10 Name:

11 Title:]

1
2 **FLORIDA POWER & LIGHT COMPANY**
3 **CREDIT AGREEMENT**
4 **DATED AS OF JULY 24, 2019 (the "LOAN AGREEMENT")**

5 **STANDARD TERMS AND CONDITIONS FOR**
6 **ASSIGNMENT AND ASSUMPTION AGREEMENT**

7 1. **Representations and Warranties.**

8 1.1 **Assignor.** The Assignor (a) represents and warrants that (i) it is the legal
9 and beneficial owner of the Assigned Interest, (ii) the Assigned Interest is free and clear of any
10 lien, encumbrance or other adverse claim and (iii) it has full power and authority, and has taken
11 all action necessary, to execute and deliver this Assignment and to consummate the transactions
12 contemplated hereby; and (b) assumes no responsibility with respect to (i) any statements,
13 warranties or representations made in or in connection with any Loan Document, (ii) the execution,
14 legality, validity, enforceability, genuineness, sufficiency or value of the Loan Agreement or any
15 other instrument or document delivered pursuant thereto, other than this Assignment (herein
16 collectively the "***Loan Documents***"), (iii) the financial condition of Borrower, any of its
17 Subsidiaries or any other Person obligated in respect of any Loan Document or (iv) the
18 performance or observance by Borrower, any of its Subsidiaries or any other Person of any of their
19 respective obligations under any Loan Document.

20 1.2 **Assignee.** The Assignee (a) represents and warrants that (i) it has full power
21 and authority, and has taken all action necessary, to execute and deliver this Assignment and to
22 consummate the transactions contemplated hereby and to become a Lender under the Loan
23 Agreement, (ii) it meets all requirements of an Eligible Assignee under the Loan Agreement,
24 (iii) from and after the Effective Date, it shall be bound by the provisions of the Loan Agreement
25 and, to the extent of the Assigned Interest, shall have the obligations of a Lender thereunder, (iv) it
26 has received a copy of the Loan Agreement, together with copies of the most recent financial
27 statements delivered pursuant to *Section 5.04* thereof, as applicable, and such other documents and
28 information as it has deemed appropriate to make its own credit analysis and decision to enter into
29 this Assignment and to purchase the Assigned Interest on the basis of which it has made such
30 analysis and decision, and (v) if it is a Foreign Lender, attached to the Assignment is any
31 documentation required to be delivered by it pursuant to the terms of the Loan Agreement, duly
32 completed and executed by the Assignee; and (b) agrees that (i) it will, independently and without
33 reliance on the Agent, the Assignor or any other Lender, and based on such documents and
34 information as it shall deem appropriate at the time, continue to make its own credit decisions in
35 taking or not taking action under the Loan Documents, and (ii) it will perform in accordance with
36 their terms all of the obligations which by the terms of the Loan Documents are required to be
37 performed by it as a Lender.

38 2. **Payments.** From and after the Effective Date, the Agent shall make all
39 payments in respect of the Assigned Interest (including payments of principal, interest, fees and
40 other amounts) to the Assignor for amounts which have accrued to but excluding the Effective
41 Date and to the Assignee for amounts which have accrued on and after the Effective Date.

1 3. General Provisions. This Assignment shall be binding upon, and inure to
2 the benefit of, the parties hereto and their respective successors and assigns. This Assignment may
3 be executed in any number of counterparts, which together shall constitute one instrument.
4 Delivery of an executed counterpart of a signature page of this Assignment by telecopy shall be
5 effective as delivery of a manually executed counterpart of this Assignment. THIS
6 ASSIGNMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER
7 SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED AND ENFORCED IN
8 ACCORDANCE WITH, THE INTERNAL LAWS OF THE STATE OF NEW YORK
9 (INCLUDING SECTION 5-1401 OF THE GENERAL OBLIGATIONS LAW OF THE STATE
10 OF NEW YORK), WITHOUT REGARD TO CONFLICTS OF LAWS PRINCIPLES.

Squire Patton Boggs (US) LLP
200 South Biscayne Boulevard, Suite 4700
Miami, Florida 33131

O +1 305 577 7000
F +1 305 577 7001
squirepattonboggs.com

July 24, 2019



Re: Florida Power & Light Company \$55,000,000 Credit Agreement

Ladies and Gentlemen:

This opinion is furnished to you pursuant to *Section 6.01(e)* of that certain Credit Agreement, dated as of July 24, 2019 (the "**Agreement**"), between Florida Power & Light Company, a Florida corporation ("**Borrower**"), the Lenders party thereto from time to time, and [REDACTED] as Administrative Agent (the "**Agent**") and as **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.

We have acted as special counsel to Borrower, in connection with the documents described in *Schedule 1* attached hereto and made a part hereof (the "**Operative Documents**").

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

47 Offices in 20 Countries
Squire Patton Boggs (US) LLP is part of the international legal practice Squire Patton Boggs, which operates worldwide through a number of separate legal entities.

Please visit squirepattonboggs.com for more information.

010-8796-2087/1/AMERICAS

1
2 We have reviewed only the Operative Documents and the other documents and instruments
3 described in Schedule II attached hereto and made a part hereof (together with the Operative
4 Documents, the "**Documents**") and have made no other investigation or inquiry. We have also
5 relied, without additional investigation, upon the facts set forth in Documents, including the
6 representations made by Borrower in the Documents.

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

- 10 (i) the genuineness of all signatures (other than signatures of Borrower on the
11 Operative Documents) and the legal capacity of all individuals who executed
12 Documents individually or on behalf of any of the parties thereto, the accuracy and
13 completeness of each Document submitted for our review, the authenticity of all
14 Documents submitted to us as originals, the conformity to original Documents of
15 all Documents submitted to us as certified or photocopies and the authenticity of
16 the originals of such copies;
- 17 (ii) that each of the parties to the Operative Documents (other than Borrower) is a duly
18 organized or created, validly existing entity in good standing under the laws of the
19 jurisdiction of its organization or creation;
- 20 (iii) the due execution and delivery of the Operative Documents by all parties thereto
21 (other than Borrower);
- 22 (iv) that all parties to the Operative Documents (other than Borrower) have the power
23 and authority to execute and deliver the Operative Documents, as applicable, and
24 to perform their respective obligations under the Operative Documents, as
25 applicable;
- 26 (v) that each of the Operative Documents is the legal, valid and binding obligation of
27 each party thereto (other than Borrower), enforceable in each case against each such
28 party in accordance with the respective terms of the applicable Operative
29 Documents;
- 30 (vi) that the conduct of the parties to the Operative Documents has complied with all
31 applicable requirements of good faith, fair dealing and conscionability;
- 32 (vii) that there are no agreements or understandings between the parties, written or oral,
33 and there is no usage of trade or course of prior dealing between the parties that
34 would, in either case, define, supplement or qualify the terms of any of the
35 Operative Documents (except as specifically set forth in the Operative Documents);
36 and

1 (viii) that none of the addressees of this letter know that the opinions set forth herein are
2 incorrect and there has not been any mutual mistake of fact or misunderstanding,
3 fraud, duress or undue influence relating to the matters which are the subject of our
4 opinions.

5 As used in the opinions expressed herein, the phrase "to our knowledge" refers only to the
6 actual current knowledge of those attorneys in our firm who have given substantive attention to
7 Borrower in connection with the transaction contemplated pursuant to the Agreement (the
8 "**Transaction**") and does not (i) include constructive notice of matters or information, or (ii) imply
9 that we have undertaken any independent investigation (a) with any other person inside our firm
10 or any persons outside our firm, or (b) as to the accuracy or completeness of any factual
11 representation or other information made or furnished in connection with the Transaction.
12 Furthermore, such reference means only that we do not know of any fact or circumstance
13 contradicting the statement that follows the reference, and does not imply that we know the
14 statement to be correct or have any basis (other than the Documents) for that statement.

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

20 1. Borrower is validly existing as a corporation under the laws of the State of
21 Florida and its status is active. Borrower has the requisite corporate power and authority to
22 execute, deliver and perform the Operative Documents to which it is a party.
23

24 2. The execution, delivery and performance of the Operative Documents
25 entered into by Borrower have been duly authorized by all necessary corporate action of
26 Borrower and the Operative Documents to which Borrower is a party have been duly executed
27 and delivered by Borrower.
28

29 3. Each of the Operative Documents to which Borrower is a party constitutes
30 a valid and binding obligation of Borrower, enforceable against Borrower in accordance with its
31 terms.
32

33 4. The execution and delivery of the Operative Documents to which Borrower
34 is a party and the consummation by Borrower of the transactions contemplated in the Operative
35 Documents to which Borrower is a party will not conflict with or constitute a breach or violation
36 of any of the terms or provisions of, or constitute a default under (A) the Restated Articles
37 of Incorporation of Borrower, as amended, or the Bylaws, as amended, of Borrower,
38 assuming that the aggregate principal amount of the Loans and all of the unsecured
39 indebtedness of Borrower at any one time outstanding would not exceed the limits set forth in
40 Borrower's Restated Articles of Incorporation, as amended. (B) any existing federal, New York
41 or Florida statute, or any rule or regulation thereunder (in each case other than (i) any
42 Excluded Laws, as to which no opinion is expressed and (ii) any Applicable Energy Laws,

1 which are addressed in paragraph 6 below) of any federal, New York or Florida governmental
2 agency or body having jurisdiction over Borrower, except where the same would not have a
3 material adverse effect on the business, properties or financial condition of Borrower, a
4 material adverse effect on the ability of Borrower to perform its obligations under the
5 Operative Documents or a material adverse effect on the validity or enforceability of the
6 Operative Documents, assuming that the aggregate principal amount of the Loans and all other
7 applicable indebtedness, equity securities and all other liabilities and obligations as guarantor,
8 endorser or surety of Borrower at any one time outstanding would not exceed the limits set
9 forth in the FPSC Financing Order, (C) require any consent, approval, authorization or other
10 order of any federal, New York or Florida court, regulatory body, administrative agency or
11 other federal, New York or Florida governmental body having jurisdiction over Borrower (in
12 each case other than under (i) any Excluded Laws as to which no opinion is expressed and (ii)
13 any Applicable Energy Laws, which are addressed in paragraph 6 below), except those which
14 have been obtained on or prior to the date hereof and assuming that the aggregate principal
15 amount of the Loans and all other applicable indebtedness, equity securities and all other
16 liabilities and obligations as guarantor, endorser or surety of Borrower at any one time
17 outstanding would not exceed the limits set forth in the FPSC Financing Order, (D) to our
18 knowledge, conflict with or constitute a breach of any of the terms or provisions of, or a
19 default under, any material agreement or material instrument to which Borrower is a party or
20 by which Borrower or its properties are bound (other than the Restated Articles of
21 Incorporation, as amended of Borrower, or the Bylaws of Borrower, as amended, which are
22 covered pursuant to clause (A) above), or (E) to our knowledge, result in the creation or
23 imposition of any Lien upon any of the material properties or assets of Borrower pursuant to
24 the terms of any mortgage, indenture, agreement or instrument to which Borrower is a party
25 or by which it is bound, except as contemplated in any of the Operative Documents.

26
27 5. Borrower is not an "investment company", as such term is defined in the
28 Investment Company Act of 1940.

29
30 6. The execution and delivery of the Operative Documents to which Borrower
31 is a party and the consummation by Borrower of the transactions contemplated in the Operative
32 Documents to which Borrower is a party will not (A) constitute a breach or violation by Borrower
33 of any Applicable Energy Law, or (B) require any consent, approval, authorization or other order
34 of any U.S. federal regulatory body, administrative agency or other U.S. federal governmental
35 body having jurisdiction over Borrower pursuant to an Applicable Energy Law.

36
37 The opinions set forth above are subject to the following qualifications:

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

- 1
2 (1) any purported waiver of legal rights of Borrower under any of the Operative
3 Documents, or any purported consent thereunder, relating to the rights of
4 Borrower (including, without limitation, marshaling of assets, reinstatement
5 and rights of redemption, if any), or duties owing to it, existing as a matter
6 of law (including, without limitation, any waiver of any provision of the
7 Uniform Commercial Code in effect in the State of New York and/or the
8 State of Florida) except to the extent Borrower may so waive and has
9 effectively so waived (whether in any of the Operative Documents or
10 otherwise); or
11
12 (2) any provisions in any of the Operative Documents (a) restricting access
13 to legal or equitable redress or otherwise, requiring submission to the
14 jurisdiction of the courts of a particular state where enforcement thereof is
15 deemed to be unreasonable in light of the circumstances or waiving any
16 rights to object to venue or inconvenient forum, (b) providing that any other
17 party's course of dealing, delay or failure to exercise any right, remedy or
18 option under any of the Operative Documents shall not operate as a waiver,
19 (c) purporting to establish evidentiary standards for suits or proceedings to
20 enforce any of the Operative Documents, (d) allowing any party to declare
21 indebtedness to be due and payable, in any such case without notice, (e)
22 providing for the reimbursement by the non-prevailing party of the
23 prevailing party's legal fees and expenses, (f) with respect to the
24 enforceability of the indemnification provisions in any of the Operative
25 Documents that may be limited by applicable laws or public policy, (g)
26 providing that forum selection clauses are binding on the court or courts in
27 the forum selected, (h) limiting judicial discretion regarding the
28 determination of damages and entitlement to attorneys' fees and other costs,
29 (i) which deny a party who has materially failed to render or offer
30 performance required by any of the Operative Documents the opportunity
31 to cure that failure unless permitting a cure would unreasonably hinder the
32 non-defaulting party from making substitute arrangements for performance
33 or unless it was important in the circumstances to the non-defaulting party
34 that performance occur by the date stated in the agreement, or (j) which
35 purport to waive any right to trial by jury.
36

37 B. The foregoing opinions are subject to applicable laws with respect to statutory
38 limitations of the time periods for bringing actions.

39 C. We express no opinion as to the subject matter jurisdiction of any United States
40 federal court to adjudicate any claim relating to any Operative Documents where jurisdiction based
41 on diversity of citizenship under 28 U.S.C. §1332 does not exist.

42 This opinion is limited to the matters stated herein and no opinions may be implied or
43 inferred beyond the matters expressly stated herein. We have assumed no obligation to advise you

1 or any other Person who may be permitted to rely on the opinions expressed herein as hereinafter
2 set forth beyond the opinions specifically expressed herein.

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

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

13 Very truly yours,

14 SQUIRE PATTON BOGGS (US) LLP

EXHIBIT C

JUSTIFICATION TABLE

EXHIBIT C

COMPANY: Florida Power & Light Company and Florida City Gas
TITLE: List of Confidential Documents
DOCKET NO.: 20190157-EI
DOCKET TITLE: Application of Florida Power & Light Company and Florida City Gas for Authority to Issue and Sell Securities During the Calendar Years 2020 and 2021 Pursuant to Section 366.04, Florida Statutes, and Chapter 25-8, Florida Administrative Code
SUBJECT: FPL and FCG Request for Confidential Classification
DATE: March 30, 2021

Set	Description	Page No. / Line. No.	Florida Statute 3.66.093(3) Subsection	Declarant
Exhibit 1(t)	Letter Amendment dated Jan. 1, 2018	Page 1, Lines 8-12	(d) (e)	Joseph Balzano
Exhibit 1(t)	Letter Amendment dated Jan. 1, 2018	Page 1, Lines 16-20	(d) (e)	Joseph Balzano
Exhibit 1(t)	Letter Amendment dated Jan. 1, 2018	Page 1, Lines 23-24	(d) (e)	Joseph Balzano
Exhibit 1(t)	Letter Amendment dated Jan. 1, 2018	Page 4, Line 22	(d) (e)	Joseph Balzano
Exhibit 1(u)	Amendment No. 2 to Revolving Credit Agreement	Page 1, Lines 6-7	(d) (e)	Joseph Balzano
Exhibit 1(u)	Amendment No. 2 to Revolving Credit Agreement	Page 2, Lines 14-15	(d) (e)	Joseph Balzano
Exhibit 1(u)	Amendment No. 2 to Revolving Credit Agreement	Page 2, Lines 20-21	(d) (e)	Joseph Balzano
Exhibit 1(u)	Amendment No. 2 to Revolving Credit Agreement	Page 3, Lines 6-12	(d) (e)	Joseph Balzano
Exhibit 1(u)	Amendment No. 2 to Revolving Credit Agreement	Page 4, Line 23	(d) (e)	Joseph Balzano
Exhibit 1(u)	Amendment No. 2 to Revolving Credit Agreement	Page 9, Line 1	(d) (e)	Joseph Balzano
Exhibit 1(u)	Amendment No. 2 to Revolving Credit Agreement	Page 12, Line 12	(d) (e)	Joseph Balzano
Exhibit 1(u)	Amendment No. 2 to Revolving Credit Agreement	Page 13, Lines 6-7	(d) (e)	Joseph Balzano

Set	Description	Page No. / Line. No.	Florida Statute 3.66.093(3) Subsection	Declarant
Exhibit 1(u)	Amendment No. 2 to Revolving Credit Agreement	Page 13, Lines 12-13	(d) (e)	Joseph Balzano
Exhibit 1(u)	Amendment No. 2 to Revolving Credit Agreement	Page 17, Line 1	(d) (e)	Joseph Balzano
Exhibit 1(v)	\$55,000,000 Revolving Credit Facility	Page 1, Line 7	(d) (e)	Joseph Balzano
Exhibit 1(v)	\$55,000,000 Revolving Credit Facility	Page 7, Lines 4-5	(d) (e)	Joseph Balzano
Exhibit 1(v)	\$55,000,000 Revolving Credit Facility	Page 8, Lines 12-18	(d) (e)	Joseph Balzano
Exhibit 1(v)	\$55,000,000 Revolving Credit Facility	Page 9, Lines 20-42	(d) (e)	Joseph Balzano
Exhibit 1(v)	\$55,000,000 Revolving Credit Facility	Page 10, Lines 1-10	(d) (e)	Joseph Balzano
Exhibit 1(v)	\$55,000,000 Revolving Credit Facility	Page 12, Lines 39-40	(d) (e)	Joseph Balzano
Exhibit 1(v)	\$55,000,000 Revolving Credit Facility	Page 13, Lines 1-8	(d) (e)	Joseph Balzano
Exhibit 1(v)	\$55,000,000 Revolving Credit Facility	Page 13, Lines 16-21	(d) (e)	Joseph Balzano
Exhibit 1(v)	\$55,000,000 Revolving Credit Facility	Page 53, Line 5	(d) (e)	Joseph Balzano
Exhibit 1(v)	\$55,000,000 Revolving Credit Facility	Page 58, Lines 39-42	(d) (e)	Joseph Balzano
Exhibit 1(v)	\$55,000,000 Revolving Credit Facility	Page 59, Line 4	(d) (e)	Joseph Balzano
Exhibit 1(v)	\$55,000,000 Revolving Credit Facility	Page 70, Lines 1-2	(d) (e)	Joseph Balzano
Exhibit 1(v)	\$55,000,000 Revolving Credit Facility	Page 70, Lines 6-7	(d) (e)	Joseph Balzano
Exhibit 1(v)	\$55,000,000 Revolving Credit Facility	Page 71, Lines 6-7	(d) (e)	Joseph Balzano
Exhibit 1(v)	\$55,000,000 Revolving Credit Facility	Page 72, Lines 4-5	(d) (e)	Joseph Balzano
Exhibit 1(v)	\$55,000,000 Revolving Credit Facility	Page 76, Lines 6-9	(d) (e)	Joseph Balzano

Set	Description	Page No. / Line No.	Florida Statute 3.66.093(3) Subsection	Declarant
Exhibit 1(v)	\$55,000,000 Revolving Credit Facility	Page 77, Line 28	(d) (e)	Joseph Balzano
Exhibit 1(v)	\$55,000,000 Revolving Credit Facility	Page 79, Line 8	(d) (e)	Joseph Balzano
Exhibit 1(v)	\$55,000,000 Revolving Credit Facility	Page 80, Line 6	(d) (e)	Joseph Balzano
Exhibit 1(v)	\$55,000,000 Revolving Credit Facility	Page 82, Line 8	(d) (e)	Joseph Balzano
Exhibit 1(v)	\$55,000,000 Revolving Credit Facility	Page 83, Lines 5-8	(d) (e)	Joseph Balzano
Exhibit 1(v)	\$55,000,000 Revolving Credit Facility	Page 83, Lines 13-14	(d) (e)	Joseph Balzano
Exhibit 1(v)	\$55,000,000 Revolving Credit Facility	Page 84, Line 49	(d) (e)	Joseph Balzano
Exhibit 1(v)	\$55,000,000 Revolving Credit Facility	Page 85, Lines 7-8	(d) (e)	Joseph Balzano
Exhibit 1(v)	\$55,000,000 Revolving Credit Facility	Page 86, Line 20	(d) (e)	Joseph Balzano
Exhibit 1(v)	\$55,000,000 Revolving Credit Facility	Page 87, Lines 5-8	(d) (e)	Joseph Balzano
Exhibit 1(v)	\$55,000,000 Revolving Credit Facility	Page 87, Line 15	(d) (e)	Joseph Balzano
Exhibit 1(v)	\$55,000,000 Revolving Credit Facility	Page 93, Lines 6-7	(d) (e)	Joseph Balzano
Exhibit 1(v)	\$55,000,000 Revolving Credit Facility	Page 93, Line 9	(d) (e)	Joseph Balzano
Exhibit 1(v)	\$55,000,000 Revolving Credit Facility	Page 95, Line 5	(d) (e)	Joseph Balzano
Exhibit 1(v)	\$55,000,000 Revolving Credit Facility	Page 95, Line 23	(d) (e)	Joseph Balzano
Exhibit 1(v)	\$55,000,000 Revolving Credit Facility	Page 96, Line 6	(d) (e)	Joseph Balzano
Exhibit 1(v)	\$55,000,000 Revolving Credit Facility	Page 97, Line 5	(d) (e)	Joseph Balzano
Exhibit 1(v)	\$55,000,000 Revolving Credit Facility	Page 98, Line 6	(d) (e)	Joseph Balzano

Set	Description	Page No. / Line No.	Florida Statute 3.66.093(3) Subsection	Declarant
Exhibit 1(v)	\$55,000,000 Revolving Credit Facility	Page 98, Line 31	(d) (e)	Joseph Balzano
Exhibit 1(v)	\$55,000,000 Revolving Credit Facility	Page 99, Lines 27-28	(d) (e)	Joseph Balzano
Exhibit 1(v)	\$55,000,000 Revolving Credit Facility	Page 101, Line 2	(d) (e)	Joseph Balzano
Exhibit 2(i)	Opinion of FPL's Counsel	Page 1, Lines 11-14	(d) (e)	Joseph Balzano
Exhibit 2(i)	Opinion of FPL's Counsel	Page 1, Line 21	(d) (e)	Joseph Balzano
Exhibit 2(i)	Opinion of FPL's Counsel	Page 1, Lines 11-14	(d) (e)	Joseph Balzano
Exhibit 2(i)	Opinion of FPL's Counsel	Page 2, Header Line 1	(d) (e)	Joseph Balzano
Exhibit 2(i)	Opinion of FPL's Counsel	Page 3, Header Line 1	(d) (e)	Joseph Balzano
Exhibit 2(i)	Opinion of FPL's Counsel	Page 4, Header Line 1	(d) (e)	Joseph Balzano
Exhibit 2(i)	Opinion of FPL's Counsel	Page 5, Header Line 1	(d) (e)	Joseph Balzano
Exhibit 2(i)	Opinion of FPL's Counsel	Page 6, Header Line 1	(d) (e)	Joseph Balzano
Exhibit 2(i)	Opinion of FPL's Counsel	Page 7, Lines 6-7	(d) (e)	Joseph Balzano
Exhibit 2(i)	Opinion of FPL's Counsel	Page 7, Line 9	(d) (e)	Joseph Balzano

EXHIBIT D

DECLARATIONS

EXHIBIT D

BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION

In re: Application of Florida Power & Light
Company and Florida City Gas for
Authority to Issue and Sell Securities
During the Calendar Years 2020 and 2021
Pursuant to Section 366.04, Florida Statutes,
and Chapter 25-8, Florida Administrative
Code

Docket No: 20190157-EI

DECLARATION OF JOSEPH BALZANO

1. My name is Joseph Balzano. I am currently employed by Florida Power & Light Company as Assistant Treasurer. I have personal knowledge of the matters stated in this declaration.

2. I have reviewed the documents and information included in Exhibit A to Florida Power & Light Company and Florida City Gas's ("collectively Companies") Request for Confidential Classification, for which I am listed as the declarant on Exhibit C. The documents that I have reviewed, and which are asserted by the Companies to be proprietary confidential business information, contain proprietary information, contractual data and information related to competitive interests. To the best of my knowledge, the Companies have maintained the confidentiality of this information.

3. Consistent with the provisions of the Florida Administrative Code, such materials should remain confidential for a period of eighteen (18) months. In addition, they should be returned to FPL as soon as the information is no longer necessary for the Commission to conduct its business so that the Companies can continue to maintain the confidentiality of these documents.

4. Under penalties of perjury, I declare that I have read the foregoing declaration and that the facts stated in it are true to the best of my knowledge and belief.


Joseph Balzano
Date: March 30, 2021