

2002

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Doc No.

Issue Date

050002-EG

Doc	No.	Issue Date	
1	22-01	ISC - Business Warehouse Review	12/20/2001
2	22-02	PS UTILX Vendor Management Review	12/21/2001
3	22-04	HR - Fidelity Investments Contract Administration	01/08/2002
4	22-05	PS - Asset Management Vendor Selection	01/17/2002
5	22-06	PS - Power Systems Tech 21 Project - Status EOM Aug	01/17/2002
6	22-07	EMT/PMI Fiduciary Responsibilities	01/30/2002
7	22-09	CS - Special - US Cold Storage	02/13/2002
8	22-10	FIN - Officers' Expense	02/20/2002
9	22-11	CS - Collections Special	02/21/2002
10	22-14	GC - Environmental Accruals	02/28/2002
11	22-15	EMT/PMI - Credit Procedures Second Follow-Up Audit	03/06/2002
12	22-17	CS - Review of ASSIST Controls	03/29/2002
13	22-18	ISC - Cost Reduction Process Audit	04/04/2002
14	22-19	HR - SAP Project Management Review	04/18/2002
15	22-20	IM - Magellan Development Server Security Review	04/18/2002
16	22-21	CS - Contract Administration of Media Expenses	04/17/2002
17	22-23	FPLE/FPL - SAP Financial Project Management Review	04/25/2002
18	22-24	PS -- Power Systems Tech 21-WMS User Administratic	05/10/2002
19	22-25	IM - SAP Technical Project Management Review	05/14/2002
20	22-26	PS - Power Systems Tech 21 - WMS Application Secur	05/15/2002
21	22-28	PS - TMC Follow-Up Review	05/24/2002
22	22-31	PS - Review of Transmission Service Request/Billing f	05/24/2002
23	22-32	IM - Wireless LAN Security - 802.11	05/31/2002
24	22-33	PS - Tech 21 WMS Disaster Recovery Plan Review	05/31/2002
25	22-34	HR - SAP Business Processes Audit - Blueprint Phase	06/13/2002
26	22-35	PS - LFO Firewall Audit	06/13/2002
27	22-38	IM - SAP Negative Testing QA Functional Roles	06/18/2002
28	22-39	NUC - St. Lucie Inventory Follow-up	06/21/2002
29	22-40	CS - Review of Local Disbursements	06/25/2002
30	22-41	PS - Power Systems Tech 21 1Q2002 Status Report	06/27/2002
31	22-42	PS - Customer Communications System: Vendor Sele	06/28/2002
32	22-43	PS - WMS Mobile Vendor Selection	06/28/2002
33	22-44	IM - Disaster Recovery Plan Test Observation - April 2	06/28/2002
34	22-45	PS - Central Service Center - AMEX Review	06/28/2002
35	22-46	ISC - Physical Distribution Center - Warehousing Oper	06/28/2002
36	22-47	ISC - ePro Process Audit	07/12/2002
37	22-48	ISC - Pantellos	07/12/2002
38	22-49	HR - SAP Critical Interfaces / Conversion Review	07/17/2002
39	22-50	GC - Review of Legal Expenses - FPL	06/30/2002
40	22-52	NUC - Wackenhut Nuclear Contract Administration	07/29/2002
41	22-55	FPL/EMT Deal Review by Commodity	08/06/2002
42	22-57	FPL/EMT Forward Exposure Reporting	08/06/2002
43	22-58	PS - Review of Dormant Material - Follow-Up	08/07/2002
44	22-59	FIN - Mileage vs. Car Rental Expense Reporting Analy	08/05/2002
45	22-61	HR - SAP Project Job Roles Security Assessment	08/13/2002
46	22-63	HR - SAP Development/Configuration Documentation	09/03/2002
47	22-64	IM - SAP Training Strategy	08/30/2002
48	22-65	PS - Analytical Review of Support Services Expenditui	09/02/2002
49	22-66	PS - Gulf Coast Service Center - Gladiolus	09/03/2002
50	22-67	PS - Gulf Coast Service Center - Golden Gate	09/03/2002
51	22-69	CS - Employee Relations Expense Special	09/13/2002

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Doc	No.		Issue Date
52	22-71	HR - Trammell Crow Limited Contract Administration I	09/19/2002
53	22-72	IM - Magellan Production Server Security Review	09/12/2002
54	22-73	IM - SAP Portal Implementation Project	09/19/2002
55	22-74	FIN - Amex Credit Card Notification Follow-up	09/19/2002
56	22-76	CS - Review of Development and Construction - Back	09/23/2002
57	22-77	IM-Magellan Functional Integration Testing for the 10/	09/25/2002
58	22-78	IA - Quality Assurance - Internal Audit Review	09/26/2002
59	22-79	IM - Storm Edouard	09/27/2002
60	22-81	FIN - SAP Critical Interfaces Review	10/15/2002
61	22-83	FIN - Palms Insurance Co. Ltd.	10/16/2002
62	22-84	PS - Follow Up Interviews - Analytical Review of Supp	10/16/2002
63	22-87	PGD - Ft. Myers Plant	11/08/2002
64	22-88	HR - Fidelity Contract Administration Follow-up	11/12/2002
65	22-89	Tax Accounting - Special	11/13/2002
66	22-91	EMT - Data Integrity - Forward Price Curves	11/14/2002
67	22-92	HR - SAP End User Job Roles Security Assessment - F	11/20/2002
68	22-94	PS - Conflict of Interest Special	12/03/2002
69	22-95	GC - Review of Shaw Pittman Legal Expenses	12/04/2002
70	22-96	PS - PS - Firewall Process Follow Up Review	12/10/2002
71	22-97	NUC - Review of Security Costs	12/12/2002
72	22-99	ISC - Turkey Point Nuclear - Inventory Review Follow-	12/13/2002
73	22S01	HR-CRE & TCC Safe & Secure Audit Process	03/02/2002
74	22S02	PS - Corporate Purchase Order Presentation	04/11/2002
75	22S03	IA - Code of Conduct Survey	04/18/2002
76	22S05	EMT Procedures Review	05/07/2002
77	22S08	IM - IMCC Dry Run	06/28/2002
78	22S09	PS - Distribution Operations - Review of AMEX Balanc	08/09/2002
79	22S10	Special - Executive Expense Reports	08/14/2002
80	22S13	PS - Distribution Process for Lending Tools to Employ	11/12/2002
81	22S15	CS - Special Service - Validation of CS SAP Approvers	12/13/2002

Response to Items 6 and 8:

16-4
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In 2001, the main ECCR initiatives we integrated into the Data Warehouse was the Online Home Energy Survey (OHES) information from the OHES application as well as reports to query such data. We also created a web-based reporting application for the Business Energy System (BES)/data. We also performed over 200 adhoc queries for the various groups supporting ECCR. Load Management, Field Energy Services, etc.

Attached are copies of the Purchase Orders, #6 Quest Software; and #8, IBM Corp.

Line Item	Item Description	Inv No	Details	Amount
7	# 6 Quest Software	30922	Navigator Support Renewal	
8			Debugger etc	
9			Alloc % 63.5	
10				\$3,689.41
11			16-4/2-1/2 PR	\$3,670.81
12			Diff immaterial	18.60
13			Trans on adj	
14	# 8 IBM Corp	T700520	IBM Marketing Upgrades	\$ 289,711
15			Alloc % 63.5	\$ 183,966
16			Per 16-4/2-1/2 PR	195,020
17				11,053.51
18				
20				
21	# 7 AVAYA Comm	9172558334	Telecomm. Integration for Business Unit	\$ 8,080.00
22			63.5%	
23				\$ 5,130.00
24			Per 16-4/2-1/2 PR	5,130.00
25			Difference	0

16-4/2-1/2-1/2 PR

16-4/2-1/2-1/2 PR

16-4/2-1/2-1/3 PR

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MAY. 24. 2001 8:43AM

#6 page 1 of 2

RECEIVED

NO. 4959 P. 2

QUEST SOFTWARE

Quest Software, Inc.
8001 Irvine Center Drive
Irvine, CA 92618 United States
Tel: 949.754.8000 Fax: 949.754.8999
http://www.quest.com

Quest Software, Inc.
P.O. Box 51739
LOS ANGELES CA 90051-6039

CONFIDENTIAL

Invoice	
30922	
Date	11-APR-01 Page 1 / 1
4500024173	
Sales Order Number 16145	
Customer Number 2023	Original Order Date
Report Date From 31-MAR-01	Report Date To 31-MAR-02
Tel User	

QTO

Ship To

EDITH MORALES
FLORIDA POWER & LIGHT
Applied Digital
10151 Deerwood Park
Building 100, Suite 120
JACKSONVILLE FL 32256

Art Luis
FLORIDA POWER & LIGHT
Applied Digital
10151 Deerwood Park
Building 100, Suite 120
JACKSONVILLE FL 32256

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Form No. 30	Ship Date 11-MAY-01	Ship Method NO Sales Credit	Customer Department No. Art Luis	Ship Date 11-APR-01
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No.	Item No.	Description Invoice	Qty	Unit Price	Total
15	1	NAV-NAV-PS-R-LN3 SQL NAVIGATOR SUPPORT RENEWAL	15	149.00	2,235.00
16	2	BUG-NAV-PS-R-LN3 SQL NAVIGATOR DEBUGGER SUPPORT RENEWAL	15	106.00	1,590.00
17	3	ACT-NAV-PS-R-LN3 SQL NAVIGATOR ACTIVE PL/SQL KNOWLEDGE BASE SUPPORT RENEWAL	15	81.00	1,215.00
18	4	PLY-NAV-PS-R-LN3 SQL NAVIGATOR PL/FORMATTER SUPPORT RENEWAL	15	26.00	390.00

6/20 SES ext w/ fax

(A) (B) (C) (D) (E) (F)

ENTERED BY: Janice Audot DATE: _____
PHONE: 305-552-2146 MAIL SYM IMP BLDG CODE CO
AUTHORIZED BY: *[Signature]* (Babevac)
REQUIRED IF UNDER \$2500
W/ # 2516-92-003-000-000
SES DOCUMENT NUMBER(S):

7000068768
1000071592 JUN 26 2001
14 2000



4500024173

RECEIVED
JUN 19 2001
ACCOUNTS PAYABLE

Rebill for invoice# 26311.

Carrier/Tracking No.:

Currency	Subtotal	Tax	Shipping/Handling	Total
USD	5,430.00	380.10	0.00	5,810.10

21

16-4
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1 of 7

#6 page 2 of 2



FPL

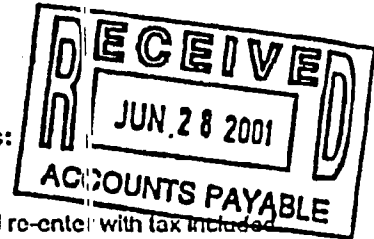
TO: Gauche Audet DATE: 6-20-01

FROM: Mary Rodriguez DEPARTMENT: Accounts Payable

SUBJECT: SAP ORDER # 45000 21173

VENDOR: Quest Software

I am returning the attached invoice(s) for the following reasons:



- Taxes should NOT be deducted from this invoice; Delete SES# and re-enter with tax included.
- SES # was entered with (x) freight included. Delete & re-enter amount without (x) freight.
- SES # is already matched to another invoice. Please advise correct SES#
- SES# amount is entered for incorrect amount/ amount different than invoice amount.
- SES# not entered to the correct Purchase Order # _____
- SAP Purchase order number is not identified on invoice.
- SES# must be approved on line by the approver. (Do not re-submit until invoice is released).
- SES # is not showed/written on the invoice. Please advise your SES #
- Only one SES # is allowed per invoice, cancel release and enter separately.
- SES is not approved. Any SES# under \$2500 requires manager/supervisor's signature.

Other: _____

Mary Rodriguez
552-4746 552-2255
ACG-GO FAX #

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207



FPL

(A)

Purchase Order

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Vendor Number 45972
 Address
 QUEST SOFTWARE
 610 NEWPORT CENTER DRIVE
 NEWPORT BEACH CA 92660-6465

Information
 PO Number 4500024173
 Date 12/01/2000
 Currency USD
 Deliver On Site 12/31/2001
 Incoterms Dest. Frt Prepaid & Allowed

6 Ship To:
 7 FPL JUNO OFFICE
 8 700 UNIVERSE BLVD
 9 JUNO BEACH FL 33408
 10 C/O EDITH MORALES - IMP/GO

Tax Code: 21 - Vendor to bill Tax
 Payment Terms Within 30 days Due net

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Item	Material/Description	Quantity	UM	Net Price	Net Amount
0010	SOFTWARE LICENSING, TECH. SPPT.&UPGRADES	1	LE		
	This order is Quest Software, Inc.'s authority to provide software licensing, documentation technical support and upgrades for Florida Power & Light (FPL) Company's IMP Business Unit.				
	All correspondence pertaining to the work/material provided under this order must reference this purchase order number.				
	The expiration date printed above is for invoicing purposes only. Services/Delivery shall commence as specified by FPL Company representative.				
	The company representative is Edith Morales (Voice 305-552-2025) (edith_morales@fpl.com)				
	All the services/material shall be performed/delivered in accordance with FPL instructions, specifications and is subject to the approval and acceptance of the company representative.				16-4 2-1 2-1 1
	Materials and/or services will be furnished only upon receipt of a Delivery or Work Authorization (DWA),				

If further information is required call
 Agent: NICK LLOYD
 Phone: 305-552-3455

AUTHORIZED SIGNATURE: *Nickolas M. Lloyd* DATE: 12-5-0

This Purchase Order is subject to the attached, or previously provided, terms and conditions. Shipment of the goods or commencement of work by the supplier will constitute acceptance of all of these terms and conditions.

3 of 7 3 of 7



CONFIDENTIAL

Purchase Order

4500024173
QUEST SOFTWARE

Item	Material/Description	Quantity	UM	Net Price	Net Amount
1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29 30 31 32 33 34 35 36 37 38 39	<p>FPL Form #926, signed by the Company Representative or as otherwise directed by the Company Representative.</p> <p>Rates shall be in accordance with the Quest Software order form # 129892 dated 11-17,2000. This includes:</p> <p>10 Each - SQLab Vision, Perpetual Concurrent License @ \$12,150 each, totaling \$121,500 for a total of ten each.</p> <p>10 Each - Spotlight on Oracle, Perpetual Concurrent License @ \$6,075 each, totaling \$60,750 for a total of ten each.</p> <p>Total first year products and support \$182,250.00 Rates are firm and non-negotiable for the term of the order.</p> <p>Invoices shall be submitted monthly in duplicate to the company representative, referencing the FPL Purchase Order number and DWA number, if applicable, and shall be mailed to: Florida Power & Light Company 9250 West Flagler Road P.O. Box 029100 Miami, FL 33102-9100 Attn: Edith Morales</p> <p>Changes in the scope of this contract will only be performed when approved by the Company Representative and authorized by a Change Order (CCO), to this Purchase Order.</p> <p>Tax Instructions: Packaged software including maintenance agreements- taxable</p> <p>FPL and Quest Software agree that the following attachments comprise the entire agreement: Quest Software order form # 129892 dated 11-17,2000. Quest Software Master license Agreement # 00-00535 cc: Edith Morales IMP/GO cc: Janice Audet, IMP/GO</p>				

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CONFIDENTIAL

PO # 4500024173

STATEMENT OF WORK
BETWEEN Quest Software ("Quest Software") AND Florida Power and Light ("Customer")

3	PRODUCT:	JOB NUMBER:	Quest Software Account Manager: Kevin Gallagher
4	Spotlight on Oracle		
5	SQLab Vision		
6	BILLING INFORMATION		SITE INFORMATION
7	Company:	Florida Power & Light	Company: Florida Power & Light
8	Address:		Address: 9250 West Flagler Street
9			Miami, FL 33174
10			
11	Contact:		Contact: Ms. Edith Morales DBA Mgr.
12	Phone:		Phone: 305-552-2025
13	Fax:		Fax:
14	Email:		Email: Edith_morales@fpl.com

15 The assigned Quest Software consultant will provide Consulting services as per Statement of Work (SOW). Please see
16 attached Project Scope Outline that will form the basis for the SOW.

17	Per Diem Rate:	Number of days:	Estimated Total: \$7500.00, (plus reasonable travel and out-of-pocket expenses) See FP&L Services Terms and conditions	Date SOW created:
18	Consulting:	Not to exceed: 3 days	There are no applicable state and local taxes.	December 1, 2000
19	\$2,500/day (weekdays)			Created by:
20	\$5,000/day (weekends)			Thomas K. McLean

23 Payment Terms: Unless otherwise agreed by parties in writing, Consulting Services will be provided on a time and materials basis and
24 invoiced monthly. Payment is due to Quest Software within 30 days of invoice date. Quest Software will not engage consulting unless a
25 signed Statement of Work and or a valid Purchase Order is provided. Customer will be billed for actual hours worked. If less time is
26 needed to complete the work, Customer will be billed proportionally less. If more time is needed, customer acceptance will be obtained
27 before proceeding with the work.

28 Estimated Start Date: December 12, 2000

29 Cancellation Policy: Consulting engagements cancelled or rescheduled by the Customer within 5 business days of scheduled start of
30 engagement may be subject to a 50% cancellation fee. In addition, any travel penalties for airline tickets, etc. will be charged to Customer.

31 () It is Customer's standard corporate policy to not issue purchase orders. Please accept this Statement of Work in lieu of a purchase order.

32 () Purchase Order No. 4500024173 will be submitted to Quest Software within five (5) business days of the execution of this Statement of
33 Work. If such purchase order is not submitted within such five-day period, this Statement of Work shall be deemed to be Customer's purchase
34 order for the acquisition of the Services specified above. Unless otherwise indicated, travel and expenses will be billed to this Purchase Order.

35 * One of the above two options must be checked. A PO must accompany the second option.

36 QUEST SOFTWARE:
37 By: _____
38 Printed Name: _____
39 Title: _____
40 Date: _____

CUSTOMER:
By: Nicholas M. Lloyd
Printed Name: Nicholas M. Lloyd
Title: Senior Purchasing Agent
Date: 12-5-2000

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3 Addendum to the Professional Services Agreement
4
5 Between
6 Quest Software, Inc. ("Quest")
7 and
8 Florida Power and Light ("Licensee")
December 7, 2000

9 The Master Agreement No. 00-00205 shall be amended as follows:

10 1. SERVICES. Replace the first and sentences with following: "Quest will perform those professional
11 services described in one or more Statement(s) of Work ("SOW") attached hereto (the "Professional
12 Services") for the fees as outlined on the applicable SOW. Air travel and meal expenses incurred shall be
13 billed as a separate line item. Unless otherwise agreed by the parties, Quest may use subcontractors in the
14 performance of Professional Services upon written approval of Customer."

15 3. RIGHTS TO DEVELOPMENTS. Add as a third sentence the following: "Quest hereby grants to
16 Customer the right to use the Developments to the extent included or embodied in the deliverables or the
17 extent necessary in order to make full use of such deliverables."

18 10. HIRING OF EMPLOYEES. Replace the entire section with the following: "During the term of this
19 Agreement and for one (1) year thereafter, Customer shall not without the prior written consent of Quest,
20 which may be withheld in Quest's sole discretion, offer employment to, employ or subcontract work to any
21 person employed by Quest then or within the preceding twelve (12) months upon Customer's knowledge of
22 such employment with Quest."

23 Add as a new section the following:

24 13. INDEMNIFICATION. Quest will indemnify and hold Customer harmless, and at its own expense
25 defend or settle any claim, suit, action, or proceeding brought against Customer by a third party (a "Claim")
26 to the extent that the Claim is based on an allegation that the Services rendered for Customer infringe or
27 constitute wrongful use of a United States patent, United States copyright or trade secret right protected
28 under the law of any state in the United States or any federal law of the United States; provided that
29 Customer shall notify Quest in writing of any Claim promptly after Customer first has reason to know of it,
30 and shall provide Quest with such cooperation and assistance as Quest may reasonably request from time to
31 time in connection with the investigation, defense and settlement thereof. Quest's indemnification liability
32 shall only extend to those Claims where it has sole control of the defense, investigation and/or settlement.

33 If the Services are adjudged by a court of competent jurisdiction to infringe a United States patent,
34 copyright, trade secret or other proprietary right, Quest shall, at its expense and option either (i) procure the
35 right for Customer to continue using the Services, (ii) modify the Services so that they are non-infringing,
36 or (iii) terminate this Agreement and refund any unused pre-paid fees for the Services.

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1 IN WITNESS WHEREOF, the parties have caused this Addendum to be executed and do each hereby warrant and
2 represent that their respective signatory whose signature appears below has been and is on the date of this Addendum duly
3 authorized by all necessary and appropriate corporate action to exercise this Addendum.

4 LICENSOR:
5 Quest Software, Inc.
6 By: _____
7 Name: John J. Laskey
8 Title: VP Finance
9 Date: _____

LICENSEE:
Florida Power & Light
By: Nicholas M. Lloyd
Name: Nicholas M. Lloyd
Title: Senior Purchasing Agent
Date: 12-7-2000

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#8

SEP 06 2001 11:28 FR ACSO IBM ATLANTA 1-7 404 238 1724 TO 913055524181

P.13/20

1 Please direct inquiries and correspondence to
 2 IBM CORPORATION
 3 PO BOX 2489
 4 ATLANTA GA 30301
 5 Phone (877) 426-6006
 6 Email CSOARATL@US.IBM.COM
 7 Installed at

8 Account Number
 9 3425513-

10 Invoice Number
 11 T700520

12 Invoice Date
 13 AUG. 21 2001

14 Page Number
 15 1

CONFIDENTIAL



16 FLORIDA POWER & LIGHT CO
 17 COMPUTER OPERATIONS
 18 9250 WEST FLAGLER ST
 19 4TH FLR COMPUTER ROOM
 20 MIAMI, FL 33174-3414

21 FLORIDA POWER & LIGHT CO
 22 COMPUTER OPERATIONS
 23 9250 WEST FLAGLER ST
 24 4TH FLR COMPUTER ROOM
 25 MIAMI, FL 33174-3414

Accounts Rec.
 Branch Off.

JRV

26 Customer Reference
 27 PROJECT: MARKETING UPGRADES

28 Please remit payments to
 29 91222 COLLECTIONS CENTER DR.
 30 CHICAGO, IL 60693-1222

Terms
 PAYABLE UPON RECEIPT OF INVOICE
 LATE PAYMENT FEE MAY APPLY

31 IBM IS PLEASE TO OFFER THE FOLLOWING UPGRADE TO THE MARKETING DATA
 32 WAREHOUSE SERVER FOR
 33 AN END USER PRICE OF \$ 289,711

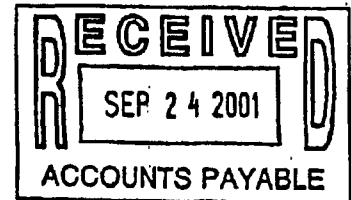
16-4/2-1/2-1

34 PROJECT NAME: MARKETING UPGRADES
 35 END USER: ART RUIZ

36 THIS PACKAGE INCLUDES UPGRADES FOR MODEL 7017 SERIAL NUMBER B14BD AND ONE
 37 NEW MAGSTAR TAPE DRIVE.

38 THE UPGRADES TO THE MARKETING DATA WAREHOUSE SERVER INCLUDE:

- 39 SIX ADDITIONAL 450 MHZ PROCESSORS
- 40 SIXTEEN GIGABYTES OF MEMORY
- 41 ONE I/O DRAWER AND CABLES
- 42 TWO FIBRE CHANNEL ADAPTORS



43 PLEASE SHIP TO CUSTOMER NUMBER 3425513:
 44 FLORIDA POWER & LIGHT
 45 ATTN: MARKETING UPGRADES
 46 9250 WEST FLAGLER STREET
 47 MIAMI, FLORIDA
 48 ATTN: MASTER CONSOLE
 49 (305) 552 9051

50 THIS QUOTATION IS GOOD FOR SIXTY DAYS. THE DELIVERY FOR THIS UNIT IS
 51 NORMALLY FIVE WEEKS.
 52 EQUIPMENT IN THIS PACKAGE MUST BE INSTALLED WITHIN SIX MONTHS. SERVICES IN
 53 THIS PACKAGE
 54 MUST BE UTILIZED WITHIN ONE YEAR.

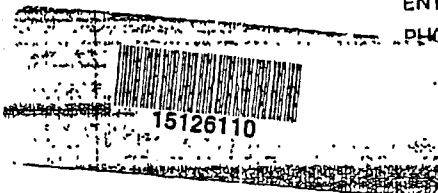
4500004825

ENTERED BY: Janice Audet DATE

PHONE: 305-552-2148 MAIL SYM IMP. BLDG CODE GO

HORIZED BY REQUIRED IF UNDER \$2500

DOCUMENT NUMBER(S): 1000089792



2516 92 000 060 0407841

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FPL

(A)

Purchase Order

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1 Vendor Number 6757
 2 Address
 3 IBM CORP
 4 ONE ALHAMBRA PLAZA
 5 CORAL GABLES FL 33134
 6
 7
 8

Information
 PO Number 4500004825
 Date 07/30/2000
 Currency USD
 Attention VERONICA SLIZEWSKI
 Phone (305) 442-3622
 Deliver On Site 12/31/2000
 Incoterms Ship. Pt. Frt Collect

9 Ship To:
 10 SOUTH AREA - GO
 11 GO
 12 9250 West Flagler Street
 13 Miami FL 33102-9100

Tax Code: 21 - Vendor to bill FPL
 Payment Terms
 Within 30 days Due net

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Item	Material/Description	Quantity	UM	Net Price	Net Amount
15 0010	16 REPLACES PO NUMBER B9618800020 17 ALL OTHER TERMS AND CONDITIONS AS MAY 18 HAVE BEEN PREVIOUSLY AMENDED OR REVISED REMAIN THE SAME.	1	LE		
ORDER EFFECTIVE AUGUST 16, 2000					
					16-4 2-1 2-1 2

19 If further information is required call
 20 Agent: JULIAN MANDULEY
 21 Phone: 305-552-3386

AUTHORIZED SIGNATURE:  DATE: _____

22 This Purchase Order is subject to the attached terms and conditions. Shipment of the goods or
 23 commencement of work by the supplier will constitute acceptance of all of these terms and conditions.

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1	Effective Date		
2	Month	Day	Year
3	06	24	96
4	Completion, Expiration or Delivery Date		
5	Month	Day	Year
6	12	31	96

FLORIDA POWER & LIGHT COMPANY

P. O. BOX 029100
MIAMI, FL 33102-9100

Purchase Order No: B96188 00020
Supplier No: V046924

Type of Purchase Order Document
BLANKET PURCHASE ORDER

7 IBM CORP
8 ONE ALHAMBRA PLAZA
9 CORAL GABLES

FL33134

SHIP TO: IM-OPNS TECH SYSTEMS-IMO-051
9250 W FLAGLER ST
MIAMI, FL 33174
C/O MGR., TECH SERVICES

13 FOB: DESTINATION

14 FREIGHT: PREPAID & ALLOWED (11)

TAX INSTRUCTIONS: BILL AS SEPARATE ITEM (6-21)

15 SHIP VIA: BWPP

PAYMENT TERMS: NET 30D

16 Freight invoiced after 60 days following shipment will not be paid.

Line Item	M&S NUMBER			Quantity	Unit of Purch	Description	Unit Price
	Class	Item	CD				
17						THIS IS YOUR AUTHORITY TO PROVIDE THE MATERIALS AND/OR SERVICES DESCRIBED ON THE FOLLOWING PAGE(S) OF THIS PURCHASE ORDER. • IMPORTANT - SEE INVOICE INSTRUCTIONS ON THE FOLLOWING PAGES.	
18							
19							
20							
21							
22							
23							
24	1						

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2-1
2-1
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CONTINUED
~~BACK TO PAGE 10~~

25	If further information is required call:		Agent: J. A. BATCHELLER 188	AUTHORIZED SIGNATURE:	DATE:
26			Phone: (305) 552-3386		
<small>This purchase order is subject to the attached terms and conditions. Shipment of the goods or commencement of work by the supplier will constitute acceptance of all of these terms and conditions.</small>					
27	Order Not To Exceed	\$1,280,000		Notes/Copies/Authorizations	
28	Line Item	RPA Number	RPA Line Item	Account Distribution from RPA	
29	1				

3 of 8

FLORIDA POWER & LIGHT COMPANY

CONFIDENTIAL

Purchase Order	
No:	B96188-00020
Supplier	
No:	V 046924

Effective Date		
Month	Day	Year
6	24	96

Supplier Name	1 IBM CORP.
---------------	-------------

2	Description
---	-------------

3 This purchase order is IBM Corporation's, hereafter referred to as IBM or supplier, authorization to provide IBM RS/6000 computer equipment and software to Florida Power & Light Company, hereafter referred to as FPL. This order will be in effect from 6/24/96 through 12/31/96.

7 FPL COMPANY REPRESENTATIVE

8 The FPL Company Representative for any work performed on this order is Mr. Bill Merz
9 305/552-3042. All correspondence should be mailed to the following address:

Mr. Bill Merz
Manager, Technical Services
Florida Power & Light Company
9250 West Flagler Street
Miami, FL 33174

15 PAYMENT TERMS

16 The payment terms of this shall be Net 30 days.

17 PRICING

18 The pricing of all IBM RS/6000 products shall be subject to discounts per the IBM proposal
19 dated January 23, 1996. In this proposal, IBM offers FPL the following discounts on all RS
20 6000 related purchases:

21 A IBM PRICING DISCOUNTS B

Type of Hardware or Software	Percent Discount
Processors, adapters, disk subsystems & tape drives ordered as a complete system	23 %
Disk subsystems ordered without a processor	20 %
All Memory	25 %
All AIX Software	23 %

16-4
2-1
2-1
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29 The discounts shown in the table above will be applied to the IBM list prices as shown in the
30 latest version of the IBM "Direct" Catalog or the "Infolink".

4 of 8

FLORIDA POWER & LIGHT COMPANY

CONFIDENTIAL

Purchase Order	
No:	B96188-00020
Supplier	
No:	✓ 046924

Effective Date		
Month	Day	Year
6	24	96

Supplier Name	IBM CORP.
---------------	-----------

Description

2 TECHNICAL SERVICES

3 In their January 23, 1996 proposal, IBM has offered to provide FPL with the services described
 4 in the table below at no cost to FPL. All services listed below will commence from the start date
 5 of this order.

6

IBM SERVICES

7

Type of Service Offered	Duration
IBM will provide up to twelve FPL personnel with access to an AIX support line	3/22/96 - 3/21/97
IBM will provide FPL with the AIX Alert Service	3/22/96 - 3/21/97
IBM will provide FPL with a subscription to the AIX Technical Library	3/22/96 - 3/21/98
IBM will provide FPL with AIX/6000 Performance Management Services for each system acquired by FPL	See Note*

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*Each system can have up to four (4) Performance Management Analysis conducted over a two year period. The two year period will begin when FPL orders the first analysis. IBM will provide an initial set of five (5) Performance Management Analysis that can be exercised at FPL's discretion.

21 CONTRACT CHANGES

22 Changes in the scope of this contract will only be performed when approved by the FPL Company
 23 Representative and authorized by a Contract Change Order (CCO), FPL Form # 953, or
 24 Supplement to this Purchase Order.

25 ORDER PLACEMENT

26 Materials and/or services will be furnished only upon receipt by the supplier of a Delivery or Work
 27 Authorization (DWA), signed by the FPL Company Representative or designee.

16-4
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 2

FLORIDA POWER & LIGHT COMPANY

Effective Date		
Month	Day	Year
6	24	96

Purchase Order	
No:	B96188-00020
Supplier	
No:	V 046924

Supplier Name IBM CORP.

2 Description

3 DELIVERY TERMS

4 All deliveries of all products on this order shall be based on F.O.B. destination delivery terms.
5 Deliveries will be made to any of FPL's facilities within the State of Florida. All items shall be
6 delivered in accordance with the schedule established by FPL and agreed upon by IBM.

7 FREIGHT TERMS

8 All deliveries of items on this order to FPL shall be based on prepaid and allowed freight terms.

9 INVOICES

10 All invoices submitted to FPL should include the following information (if applicable):

- 11 1) Purchase Order Number 4) A short description of the material or service
12 2) DWA Number 5) Unit price of the material or service
13 3) Date and location of shipment 6) The number of units delivered

14 The supplier shall mail invoices, in duplicate, to:

15 Florida Power & Light Company
16 C/O Mr. Bill Merz
17 Manager, Technical Services
18 9250 West Flagler Street
19 Miami, FL 33174

20 PURCHASE ORDER STANDARD TERMS AND CONDITIONS

21 The terms and conditions of this purchase order will be in accordance with the FPL "Purchase
22 Order Standard Terms & Conditions" dated 6/07/90 as amended by the revision to the
23 warranty language as stated herein:

24 Warranty Paragraph Revision

25 The third sentence of the warranty paragraph, section 8, of FPL's Purchase Order Standard
26 Terms and Conditions shall be stricken and replaced with the following wording:

27 Vendor, at its sole expense, shall correct any breach in the above warranty
28 which occurs or is discovered within three (3) years from the date in which
29 the goods are delivered by repair or replacement, F.O.B. FPL's site, of all or
30 any part of the goods or services affected by such breach. Vendor agrees to
31 respond to a warranty claim within 24 hours of FPL's notification to the
32 vendor. Whenever possible, all warranty work will be performed on FPL's
33 site.

Handwritten calculation: 16.4, 2.1, 2.1, 2

Handwritten signature: b of 8

FLORIDA POWER & LIGHT COMPANY

Effective Date		
Month	Day	Year
6	24	96

Purchase Order P.S.	
No:	B96188-00020
Supplier	
No:	V 046924

Page 5

Supplier Name **IBM CORP.**

2 Description

3 PURCHASE ORDER TERMS AND CONDITIONS (continued)

4 The FPL "Purchase Order Standard Terms and Conditions" dated 6/7/90, shall be in effect
5 until such time as FPL and IBM jointly agree on the terms of a set of master terms and
6 conditions ("Master Agreement"). Any future Master Agreement, that is accepted by both
7 parties, will prevail over the terms and conditions outlined in this order.

8 ACCEPTANCE OF PURCHASE ORDER

9 The award of this contract is contingent upon the supplier's formal acknowledgement of FPL's
10 purchase order. IBM is required to sign and to return to FPL an acknowledgement copy of the
11 purchase order within seven (7) days of its issue. The acknowledgement copy should be
12 signed by a duly authorized representative of IBM.

13 LIST OF REFERENCED DOCUMENTS

- 14** 1) IBM proposal dated January 23, 1996
- 15** 2) FPL "Purchase Order Terms and Conditions" dated 6/7/90

16 FPL AUTHORIZATION

17

Authorized By:

18

Fabio Panzani 6/24/96

19

Fabio Panzani

20

Manager, Corporate Procurement

21

Originated By:

22

John A. Batcheller 6/24/96

23

John A. Batcheller

24

Principal Procurement Agent, Corporate Procurement

16-4
2-1
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25

- Copies: Bill Merz - FPL (IMP-GO)
- 20 Maggie Anillo - FPL (IMP-GO)

7 of 8

FLORIDA POWER & LIGHT COMPANY

Effective Date		
Month	Day	Year
6	24	96

Purchase Order No: B96188-00020
Supplier No: V 046924

Supplier Name IBM CORP.

2	Description
---	-------------

3

ACKNOWLEDGEMENT OF PURCHASE ORDER

4 By signing and returning this acknowledgement copy, IBM Corp., hereafter referred to as IBM,
5 acknowledges that it accepts the FPL Purchase Order # B96188-00020 in its entirety. IBM's
6 authorized representative has signed the acknowledgement below:

7

ACCEPTED BY:

8

COMPANY NAME

9

NAME OF AUTHORIZED REPRESENTATIVE

10

SIGNATURE OF AUTHORIZED REPRESENTATIVE

11

TITLE OF AUTHORIZED REPRESENTATIVE

12

DATE

13

END OF PURCHASE ORDER

16-4
2-1
2-1
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14 Filename: JAB:f:/po960020.wp 6/24/96 Rev 2

8 of 8

(A)

(B)

(C)

ONE-TIME INVOICE



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5

AVAYA INC.
Atlanta Customer Care Center
3795 Data Dr
Norcross, GA 30092

Account Number: 0013-339-3843
Invoice Number: 9172555334

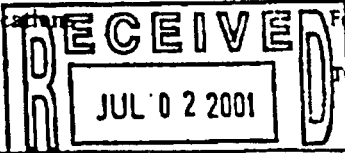
6

Return Service Requested

Invoice Date: 05/26/01

7
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9

FP&L Co/Telecomm
9250 W. Flagler Street
Miami, FL 33174



For Billing Inquires: 800-247-7000

To place an order: 800-247-7000

10

New Charges

ACCOUNTS PAYABLE

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Maintenance:	\$0.00	
Purchases:		
One-Time and Partial Charges/Credits:	\$8,080.00	
Total New Charges:		\$8,080.00
Federal Excise Tax:	\$0.00	
State/Local Taxes:		
Total Taxes on New Charges:		\$0.00
Total New Charges and Taxes:		\$8,080.00

19

Balance Brought Forward

ENTERED BY: Virginia Garcia JUN 26 2001

20

Balance due in net thirty (30) days from the invoice date. PHONE MAIL SYM BLDG CODE CO

21

AUTHORIZED BY REQUIRED IF UNDER \$2500

22

SES DOCUMENT NUMBER(S): 1000091562

23

4500054280

Total Payment Due Adjustment: \$0.00

24

Balance due in net thirty (30) days from the invoice date.

25

Remittance Amount

2516-92-000-060-040-741

Total Payable Upon Receipt: \$8,080.00

26

To ensure proper credit, please detach this section and return with remittance.

27

Remittance Document



15100128



28
29
30

FP&L Co/Telecom
9250 W. Flagler Str
Miami, FL 33174

Account Number: 0013-339-3843
Invoice Number: 9172555334
Invoice Date: 05/26/2001

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Please make checks payable to:

AVAYA INC.
P.O. BOX 27-850
KANSAS CITY MO 64180-8850

Amount Due: \$8,080.00

Amount Enclosed:

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ACCOUNT NUMBER: 8013-339-3843
ORDER NUMBER: 10595944401
PROJECT NUMBER:
INVOICE NUMBER: 9172555334
INVOICE DATE: 05/26/2001



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11

ACTIVITY REPORT					
ITEM NO.	QTY.	P&C CODE	DESCRIPTION	PURCHASE PRICE	INSTALL. CHARGES
IL: 00133393843					
ADDRESS: 9250 W. Flagler Street Miami, FL 33144					
1	1	4415-OTH	OTHER INTEGRATION	1.00	8.080.00
					8.080.00

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Vendor Number 206972
Address
AVAYA INC
211 MOUNT AIRY ROAD
BASKING RIDGE NJ 07920

Information
PO Number 4500054280
Date 06/22/2001
Currency USD
Deliver On Site 03/31/2004
Incoterms Not Applicable

6 Ship To:
7 GENERAL OFFICE
8 GO
9 9250 WEST FLAGLER STREET
10 MIAMI FL 33102-9100
11 C/O MICHAEL NAIRN IMB/GO

Tax Code: 30 - No tax applies
Payment Terms
Within 30 days Due net

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Item	Material/Description	Quantity	UM	Net Price	Net Amount
0010	TELECOMMUNICATION SERVICES This order is issued for Accounting Purposes only to process invoices/payments for the purchase of hardware, software, new products and maintenance services. All terms and conditions shall be in accordance with PO 4500004367 and 4500043526. Avaya Invoice address is: PO Box 27-850 Kansas City, MO 64180-0850 cc: Michael Nairn IMB/GO Virginia Garcia IMO/GO	1	LE		

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If further information is required call
Agent: ILEANA CRUZ
Phone: 305-552-4123

AUTHORIZED SIGNATURE: *[Signature]*

DATE: 6/22/01

This Purchase Order is subject to the attached, or previously provided, terms and conditions. Shipment of the goods or commencement of work by the supplier will constitute acceptance of all of these terms and conditions.

304



Michael Nairn
06/22/01 10:36 AM

To: Julian Manduley/HR/FPL@FPL
cc: Virginia Garcia/IM/FPL@FPL, Wylene Sweeting/HR/FPL@FPL, Micki McGee@FPL
Subject: NEW RPA'S AVAYA

5 Please proceed with the request below. Virginia please note that I made a few changes..

6 Michael
7 ----- Forwarded by Michael Nairn/IM/FPL on 06/22/01 10:31 AM -----



Virginia Garcia
06/22/01 10:26 AM

To: Michael Nairn/IM/FPL@FPL
cc: Julian Manduley/HR/FPL@FPL
Subject: NEW RPA'S AVAYA 206972

11 Michael, if following is o.k. with you, please approve RPA's for Avaya and forward to Julian Manduley for
12 processing with a copy to me.

13 New PO is needed with same terms and conditions as PO4500043526 and remit to address of P.O. Box
5-51280 14 27-850, Kansas City, MO 64180-0850 to be used for the purchase of hardware, software, new products
15 and maintenance. Amount of money \$1,800,000 and the expiration date should be the same as the
16 expiration date for PO4500043526. 3/31/04

17 Need to convert PO4500005747 (in the name of Lucent now) to Avaya with existing terms and conditions,
18 same dollars \$95,000 and expiration date of 12/31/2003.

19 Julian, per our meeting today, please expedite process of these two requests.

20 Thank you.

21 Virginia

22 HQT 206972
23 ZROA 207966
24 83111500

16-4
2-1
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4/01/04

Company: FPL
 Title: Calculation of Factors
 Period: 12 Months Ended December 31, 2002
 Auditor: Raymond Grant
 Date: April 16, 2003
 Workpaper: (A) (B) (C) (D) (E) (F) (G)

June 2002

	Customer	Cust. Number	Rate Code		SST-1 Stand-By Usage	** Rate	ECCR Charge
1 1A 1B	Tenet HealthCare	85-21-558-41661-9-5	SST-D2-852	On-Peak KW Off-Peak KW Total	109210 269667 378877	0.00151 X	\$572.10 xx
2 2A 2B	Atlantic Sugar	42-2-967-500-1-1	SST-D2-852	On-Peak KW Off-Peak KW Total	52504 120126 172630	0.00151 X	\$260.67
3 3A 3B	Lee CtySolid Waste	53-01-432-56645-4-5	SST-85	On-Peak KW Off-Peak KW Total	27451 24709 52160	0.00135 X	\$70.42
4 4A 4B	Indiantown Co. Gene	44-02-1012-22189-2-3	SST-85	On-Peak KW Off-Peak KW Total	413683 1181261 1594944	0.00135 X	\$2,153.17
5 5A 5B	Sugar Cane Growers	42-04-723-45087-7-9	SST-D3-853	On-Peak KW Off-Peak KW Total	204592 502170 706762	0.00151 X	\$1,067.21
6 6A 6B	Metro Dade County	83-04-986-09180-1-7	SST-85	On-Peak KW Off-Peak KW Total	70805 120053 190858	0.00135 X	\$257.66
7 7A 7B	Metro Dade Cty DDM	85-04-913-000101-4	SST-85	On-Peak KW Off-Peak KW Total	1085326 2420899 3506225	0.00151 X	\$5,294.40
8 8A 8B	Osceola Power Ltd P	42-05-714-34966-2-8	SST-85	On-Peak KW Off-Peak KW Total	64880 137151 202031	0.00135 X	\$272.74
9 9A 9B	US Sugar Corp	42-05-952-00855-1-1	SST-85	On-Peak KW Off-Peak KW Total	50753 173397 224150	0.00135 X	\$302.60

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1-1

Company: FPL
 Title: Calculation of Factors
 Period: 12 Months Ended December 31, 2002
 Auditor: Raymond Grant
 Date: April 16, 2003
 Workpaper: (A) (B) (C) (D) (E) (F) (G)

June 2002

	Customer	Cust. Number	Rate Code		SST-1 Stand-By Usage	** Rate	ECCR Charge
10	PB County Solid Was	45-06-901-00100-1-7	SST-85	On-Peak KW	0		
	10A			Off-Peak KW	23044		
	10B			Total	23044	0.00135 X	\$31.11
11	Waste Man Inc./Bio	73-07-957-01000-1-2	SST-85	On-Peak KW	0		
	11A			Off-Peak KW	238		
	11B			Total	238	0.00135 X	\$0.32
12	Wheelabrator South	71-11-959-00130-1-9	SST-85	On-Peak KW	0		
	12A			Off-Peak KW	0		
	12B			Total	0	0.00135 X	\$0.00
13	Wheelabrator North	71-11-971-01010-1-5	SST-85	On-Peak KW	44966		
	13A			Off-Peak KW	72850		
	13B			Total	117816	0.00135 X	\$159.05
14	Georgia Pacific Corp	12-17-971-03001-1-0	SST-85	On-Peak KW	602062		
	14A			Off-Peak KW	2122428		
	14B			Total	2724490	0.00135 X	\$3,678.06
15	John Hancock Mutua	21-17-959-00500-1-6	SST-D1-851	On-Peak KW	0		
	15A			Off-Peak KW	0		
	15B			Total	0	0.00151 X	\$0.00
16	Okeelanta Power Lim	42-18-738-54510-7-0	SST-85	On-Peak KW	0		
	16A			Off-Peak KW	0		
	16B			Total	0	0.00135 X	\$0.00

17 SST-D2 = Rate Code 0.00151
 18 SST-D3 = Rate Code 0.00151
 19 SST-1 = Rate Code 0.00135

20 Source: Standby Rate Billing System-Summary of Customer Charges

21 xx Power Billing Detail Report
 22 ** Traced to Order

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Cont

Company: FPL
 Title: Calculation of Factors on Customers Bill-October 2002
 Period: 12 Months Ended December 31, 2002
 Auditor: Raymond Grant
 Date: April 16, 2003
 Workpaper: (A) (B) (C) (D) (E) (F) (G)

Oct 2002

	Customer	Cust. Number	Rate Code		SST-1 Stand-By Usage	Rate	ECCR Charge
1	Tenet HealthCare	85-21-558-41661-9-5	SST-1D2-852	On-Peak KW	115776		
1A				Off-Peak KW	286702		
1B				Total	402478	0.00151	\$607.74 xx
2	Atlantic Sugar	42-2-967-500-1-1	SST-1D2-852	On-Peak KW	60987		
2A				Off-Peak KW	132806		
2B				Total	193793	0.00151	\$292.63
3	Lee CtySolid Waste	53-01-432-56645-4-5	SST-1T1-85	On-Peak KW	0		
3A				Off-Peak KW	0		
3B				Total	0	0.00135	\$0.00
4	Indiantown Co. Gene	44-02-1012-22189-2-3	SST-1T1-85	On-Peak KW	189389		
4A				Off-Peak KW	693101		
4B				Total	882490	0.00135	\$1,191.36
5	Desoto Cty	51-04-253-41112-6-5	SST-1T1-85	On-Peak KW	46859		
5A				Off-Peak KW	253286		
5B				Total	300145	0.00135	\$405.20
6	Sugar Cane Growers	42-04-723-45087-7-9	SST-1D3-853	On-Peak KW	229467		
6A				Off-Peak KW	577659		
6B				Total	807126	0.00151	\$1,218.76
7	Metro Dade County	83-04-986-09180-1-7	SST-85	On-Peak KW	11		
7A				Off-Peak KW	83840		
7B				Total	83851	0.00135	\$113.20
8	SST-D2	=	Rate Code 0.00151	•			
9	SST-D3	=	Rate Code 0.00151	•			
10	SST-1	=	Rate Code 0.00135	•			

11 Source: Standby Rate Billing System-Summary of Customer Charges

12 xx Power Billing Detail Report
 13 • Traced to Order

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Company: FPL
 Title: Calculation of Factors on Customers Bill-October 2002
 Period: 12 Months Ended December 31, 2002
 Auditor: Raymond Grant
 Date: April 16, 2003

Workpaper:

(A) (B) (C) (D) (E) (F) (G)

	Customer	Cust. Number	Rate Code		SST-1 Stand-By Usage	Rate	ECCR Charge
8	Metro Dade Cty DDM	85-04-913-000101-4	SST-85	On-Peak KW	1171953		
8A				Off-Peak KW	2697246		
8B				Total	3869199	0.00151	\$5,842.49
9	Osceola Power Ltd P	42-05-714-34966-2-8	SST-1T1-85	On-Peak KW	28770		
9A				Off-Peak KW	76797		
9B				Total	105567	0.00135	\$142.52
10	US Sugar Corp	42-05-952-00855-1-1	SST-1T1-85	On-Peak KW	66400		
10A				Off-Peak KW	184485		
10B				Total	250885	0.00135	\$338.69
11	PB County Solid Was	45-06-901-00100-1-7	SST-1T1-85	On-Peak KW	27514		
11A				Off-Peak KW	1240		
11B				Total	28754	0.00135	\$38.82
12	Oleander Power	21-07-322-58795-0-3	SST-1T1-85	On-Peak KW	35978		
12A				Off-Peak KW	362511		
12B				Total	398489	0.00135	\$537.96
13	Bio Engy Part	73-07-957-01000-1-2	SST-1T1-85	On-Peak KW	1500		
13A				Off-Peak KW	2811		
13B				Total	4311	0.00135	\$5.82
14	Wheelabrator South	71-11-959-00130-1-9	SST-1T1-85	On-Peak KW	0		
14A				Off-Peak KW	0		
14B				Total	0	0.00135	\$0.00

15 SST-D2 = Rate Code 0.00151 •
 16 SST-D3 = Rate Code 0.00151 •
 17 SST-1 = Rate Code 0.00135 •

18 Source: Standby Rate Billing System-Summary of Customer Charges

19 xx Power Billing Detail Report
 20 • Traced to Order

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 2-1

Company: FPL
 Title: Calculation of Factors on Customers Bill-October 2002
 Period: 12 Months Ended December 31, 2002
 Auditor: Raymond Grant
 Date: April 16, 2003

Workpaper: (A) (B) (C) (D) (E) (F) (G)

Customer	Cust. Number	Rate Code		SST-1 Stand-By Usage	Rate	ECCR Charge
15 15 A 15 B	Wheelabrator North 71-11-971-01010-1-5	SST-1T1-85	On-Peak KW Off-Peak KW Total	0 0 0	0.00135	\$0.00
16 16 A 16 B	Georgia Pacific Corp 12-17-971-03001-1-0	SST-1T1-85	On-Peak KW Off-Peak KW Total	980020 2894611 3874631	0.00135	\$5,230.75
17 17 A 17 B	John Hancock Mutua 21-17-959-00500-1-6	SST-D1-851	On-Peak KW Off-Peak KW Total	0 0 0	0.00151	\$0.00
18 18 A 18 B	Okeelanta Power Lim 42-18-738-54510-7-0	SST-1T1-85	On-Peak KW Off-Peak KW Total	0 4116 4116	0.00135	\$5.56

- 19 SST-D2 = Rate Code 0.00151 •
- 20 SST-D3 = Rate Code 0.00151 •
- 21 SST-1 = Rate Code 0.00135 •

22 Source: Standby Rate Billing System-Summary of Customer Charges
 23 xx Power Billing Detail Report
 24 • Traced to Order

41-1
 2-1

Company:
 Title:
 Period:
 Auditor:
 Date:
 Workpaper:

FPL
 Calculation of RTP Factors
 12 Months Ended December 31, 2002
 Raymond Grant
 April 16, 2003

(A) (B) (C) (D) (E) (F) (G)

June 2002

	Customer	Cust. Number	Rate Code		SST-1 Stand-By Usage	ECCR Charge	RTP Factors
1 1A 1B	Trademark Metals Recyclin	83-03-903-74589-4-8	RTP-2ST-575	On-Peak KW Off-Peak KWH	14231 347362		
				Total	361593	527.93	0.00146 <u>xx</u>
2 2A 2B	Flowers Baking Co	'86-05-945-94985-2-6	RTP-2ST-571	On-Peak KW Off-Peak KWH	247873 721459		
				Total	969332	1502.46	0.00155 <u>xx</u>
3 3A 3B	Bay State Milling Co	44-05-925-44006-7-8	RTP-2ST-575	On-Peak KW Off-Peak KWH	109278 951163		
				Total	1060441	1548.24	0.00146 <u>xx</u>
4 4A 4B	Everglades Pipe line Co	71-06-070-83591-4-4	RTP-2ST-575	On-Peak KW Off-Peak KWH	177266 605671		
				Total	782937	1143.09	0.00146 <u>xx</u>
5 5A 5B	Hydro Aluminum Rockledge	21-07-265-31009-2-9	RTP-2ST-575	On-Peak KW Off-Peak KWH	199076 1169828		
				Total	1368904	1998.6	0.00146 <u>xx</u>
6 6A 6B	Trademark Metals Recyclin	21-07-270-14592-0-2	RTP-2ST-575	On-Peak KW Off-Peak KWH	13668 374858		
				Total	388526	567.25	0.00146 <u>xx</u>
7 7A 7B	The School Bd of Sarasota	56-09-22852204-7-1	RTP-1ST-571	On-Peak KW Off-Peak KWH	63443 236337		
				Total	299780	464.66	0.00155 <u>xx</u>
8 8A 8B	Tenet Healthcare DBA St M	45-10-516-73950-7-2	RTP-2ST-575	On-Peak KW Off-Peak KWH	106394 912982		
				Total	1019376	1488.29	0.00146 <u>xx</u>

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Company:
 Title:
 Period:
 Auditor:
 Date:
 Workpaper:

FPL
 Calculation of RTP Factors
 12 Months Ended December 31, 2002
 Raymond Grant
 April 16, 2003

(A) (B) (C) (D) (E) (F) (G)

June 2002

	Customer	Cust. Number	Rate Code		SST-1 Stand-By Usage	ECCR Charge	RTP Factors
9	County of Sarasota Utilities	57-10-169-71991-0-5	RTP-1ST-571	On-Peak KW	104376		
9A				Off-Peak KWH	807959		
9B				Total	912335	1414.12	0.00155 xx
10	Collier Cnty Rd of Comm	54-13-063-47024-1-9	RTP-2ST-575	On-Peak KW	264468		
10A				Off-Peak KWH	667245		
10B				Total	931713	1360.3	0.00146 xx
11	Motorola Inc	74-15-826-11233-0-8	RTP-2PT-577	On-Peak KW	910591		
11A				Off-Peak KWH	3430778		
11B				Total	4341369	6338.4	0.00146 xx
12	Eastern Portland Cement C	52-15-262-52666-4-4	RTP-1PT-573	On-Peak KW	159		
12A				Off-Peak KWH	174156		
12B				Total	174315	270.19	0.00155 xx
13	Town of Jupiter	45-16-740-7160-1-2	RTP-1ST-571	On-Peak KW	86595		
13A				Off-Peak KWH	346004		
13B				Total	432599	670.53	0.00155 xx
14	The Sch oard of Sarasota Ct	56-17-041-59352-5-7	RTP-1ST-571	On-Peak KW	48785		
14A				Off-Peak KWH	168597		
14B				Total	217382	336.94	0.00155 xx
15	Metro Dade Co Avaition De	83-18-918-74504-4-1	RTP-2PT-577	On-Peak KW	1033649		
15A				Off-Peak KWH	2685978		
15B				Total	3719627	5430.66	0.00146 xx
16	Metro Dade Co Avaition De	83-18-918-49936-4-1	RTP-2PT-577	On-Peak KW	442784		
16A				Off-Peak KWH	1186677		
16B				Total	1629461	2379.01	0.00146 xx

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	(A)	(B)	(C)	(D)	(E)	(F)	(G)	(H)	(I)	(J)	(K)	(L)	(M)	(N)
44-12-925-84212-3-4		8701628573	HEARST BROADCASTING	Original	5/20/02 9:55	4/15/02 3:00	5/14/02 2:45 GSD-1		CILC-G-56	4992.78	3401.25	1591.53	0	1591.53
44-13-013-02090-2-9		862820537	BELLSOUTH TELECOMMUNICATIONS INC	Original	5/16/02 10:56	4/16/02 3:00	5/15/02 2:45 GSD-1		CILC-G-56	4142.05	2716.14	1425.91	0	1425.91
73-19-789-66250-0-7		5705662996	CITY OF MARGATE	Original	5/23/02 9:16	4/24/02 3:00	5/23/02 2:45 GSLD-1		CILC-D-54	14267.8	8672.84	5594.96	0	5594.96
83-14-166-69991-2-5		6914473555	BELLSOUTH TELECOMMUNICATIONS INC	Original	5/23/02 9:21	4/17/02 3:00	5/16/02 2:45 GSLD-1		CILC-D-54	7187.57	4373.95	2813.62	0	2813.62
81-15-046-19200-2-2		5872566103	BELLSOUTH TELECOMMUNICATIONS INC	Original	5/17/02 7:07	4/18/02 3:00	5/17/02 2:45 GSD-1		CILC-G-56	6349	4148.9	2200.1	0	2200.1
53-14-921-15254-4-0		9484930418	CITY OF FT MYERS	Original	5/16/02 11:58	4/17/02 3:00	5/16/02 2:45 GSLD-1		CILC-D-54	12004.66	7129.07	4875.59	0	4875.59
53-14-921-81775-6-7		9466938447	HOSPITAL BD OF DIR OF LEE CO DBA LEE MEMORIAL HLTH	Original	5/16/02 11:33	4/17/02 3:00	5/16/02 2:45 CST-2		CILC-D-54	35209.02	32781.55	2427.47	0	2427.47
83-12-022-32155-2-2		2282373675	COMBINED SERVICES INC	Original	5/17/02 9:58	4/15/02 3:00	5/14/02 2:45 GSD-1		CILC-G-56	4366.52	2881.35	1485.17	0	1485.17
45-10-948-00250-1-0		910424241	CITY OF W PALM BCH	Original	5/16/02 13:05	4/11/02 3:00	5/10/02 2:45 CST-2		CILC-D-54	41204.51	31648.71	9555.8	0	9555.8
55-14-253-10006-1-4		7147041979	CHARLOTTE CO SCHOOL BD	Original	5/16/02 13:03	4/17/02 3:00	5/16/02 2:45 GSLD-1		CILC-D-54	11793.21	6984.19	4809.02	0	4809.02
55-14-253-10009-1-1		7154042951	CHARLOTTE CO SCHOOL BD	Original	5/16/02 13:07	4/17/02 3:00	5/16/02 2:45 GSLD-1		CILC-D-54	4664.96	2893.69	1771.27	0	1771.27
53-14-921-48856-4-3		9467936473	NEWS-PRESS PUBLISHING COMPANY	Original	5/17/02 6:20	4/17/02 3:00	5/16/02 2:45 GSLD-1		CILC-D-54	14723.23	8858.78	5864.45	0	5864.45
83-20-920-61826-2-5		3535479467	ATLAS PAPER MILL	Original	5/24/02 14:31	4/25/02 3:00	5/24/02 2:45 GSLD-2		CILC-D-54	57378.19	35477.79	21900.4	0	21900.4
56-15-092-11000-1-8		408347631	SARASOTA WELFARE HOME INC	Original	5/17/02 9:44	4/18/02 3:00	5/17/02 2:45 GSLD-1		CILC-D-54	5477.7	3385.4	2092.3	0	2092.3
45-20-418-07280-7-8		400752572	TENET HEALTHCARE CORPORATION	Original	5/24/02 5:46	4/25/02 3:00	5/24/02 2:45 GSLD-1		CILC-D-54	17177.96	14849.55	2328.41	0	2328.41
42-15-327-28013-4-8		8842922828	BD OF PB CO COMM	Original	5/17/02 8:54	4/18/02 3:00	5/17/02 2:45 GSLD-1		CILC-D-54	21616.52	15077.95	6538.57	0	6538.57
45-13-020-59175-1-3		2557627391	BD OF PB CO COMM GENERAL GOVT	Original	5/17/02 8:56	4/16/02 3:00	5/15/02 2:45 CS-1		CILC-D-54	9949.3	7849.08	2100.22	0	2100.22
55-11-005-02695-1-4		8521941923	CHARLOTTE CO SCHOOL BD	Original	5/17/02 9:59	4/12/02 3:00	5/13/02 2:45 GSD-1		CILC-G-56	3404.4	2384.41	1019.99	0	1019.99
56-15-120-30850-1-8		3426548602	FLORIDA CITIES WATER CO	Original	5/17/02 9:48	4/18/02 3:00	5/17/02 2:45 GSD-1		CILC-G-56	3423.5	2430.81	992.69	0	992.69
55-11-067-04350-2-4		2441241904	CHARLOTTE CO SCHOOL BD	Original	5/17/02 10:23	4/12/02 3:00	5/13/02 2:45 GSD-1		CILC-D-54	4915.86	3069.52	1846.34	0	1846.34
45-15-735-35531-5-4		7203727123	U S GOVT DEPT OF AIR FORCE	Original	5/17/02 10:53	4/12/02 3:00	5/13/02 2:45 GSD-1		CILC-D-54	4530.06	3006.78	1523.28	0	1523.28
41-20-894-15807-4-8		3907812170	MUTUAL OF AMERICA LIFE INSURANCE CO	Original	5/24/02 9:33	4/25/02 3:00	5/24/02 2:45 GSD-1		CILC-D-54	6586.23	4198.44	2387.79	0	2387.79
83-20-925-07356-1-7		3531470460	BENADA ALUMINUM OF FLORIDA INC	Original	5/24/02 7:35	4/25/02 3:00	5/24/02 2:45 GSD-1		CILC-D-54	5224.92	4027.35	1197.57	0	1197.57
85-20-901-57895-1-9		7010778178	MIAMI-DADE WASAD # 0002	Original	5/24/02 5:53	4/25/02 3:00	5/24/02 0:00 CST-1		CILC-D-54	2700.79	2752.86	-52.07	0	-52.07
72-18-683-93108-1-0		6716008468	CITY OF PEMBROKE PINES	Original	5/24/02 5:43	4/23/02 3:00	5/22/02 2:45 GSD-1		CILC-D-54	7376.54	4961.79	2414.75	0	2414.75
21-20-948-49136-9-6		2248702298	U S GOVT DEPT OF AIR FORCE	Original	5/24/02 5:42	4/25/02 3:00	5/24/02 2:45 GSLD-3		CILC-T-55	82835.67	49277.5	33558.17	0	33558.17
45-20-368-26000-5-8		111327151	SEACOAST UTILITY AUTHORITY	Original	5/24/02 5:46	4/25/02 3:00	5/24/02 2:45 GSD-1		CILC-G-56	4902.52	3081.66	1820.86	0	1820.86
57-20-641-74510-2-3		5746048395	CHARLOTTE CO SCHOOL BD	Original	5/24/02 5:49	4/25/02 3:00	5/24/02 2:45 GSD-1		CILC-D-54	4410.47	2666.95	1743.52	0	1743.52
73-20-386-96220-2-9		8705160920	BELLSOUTH TELECOMMUNICATIONS INC	Original	5/24/02 5:50	4/25/02 3:00	5/24/02 2:45 GSD-1		CILC-G-56	5150.09	3416.56	1733.53	0	1733.53
44-20-017-12550-1-5		3861128423	CITY OF STUART	Original	5/24/02 5:56	4/25/02 3:00	5/24/02 2:45 GSD-1		CILC-G-56	6206.9	4060.22	2146.68	0	2146.68
85-20-925-90081-1-3		492481775	UNIV OF MIAMI	Original	5/24/02 5:52	4/25/02 3:00	5/24/02 2:45 GSLD-2		CILC-D-54	42769	41156.08	1612.92	0	1612.92
83-20-317-27586-6-6		5197846529	BARNETT BANKS INC	Original	5/24/02 7:01	4/25/02 3:00	5/24/02 2:45 GSD-1		CILC-D-54	8301.4	5295.93	3005.47	0	3005.47
74-20-502-94737-1-3		2907559542	CITY OF SUNRISE	Original	5/24/02 10:19	4/25/02 3:00	5/24/02 0:00 GSD-1		CILC-D-54	13343.56	8591.75	4751.81	0	4751.81
74-20-502-88339-8-2		9742065569	CITY OF SUNRISE	Original	5/24/02 10:14	4/25/02 3:00	5/24/02 2:45 GSD-1		CILC-D-54	19220.26	11832.49	7387.77	0	7387.77
85-18-800-05970-1-4		1017489863	MCHARTHUR DAIRY INC	Original	5/24/02 9:45	4/25/02 3:00	5/22/02 2:45 GSD-1		CILC-G-56	4522.07	3045.65	1476.42	0	1476.42
57-20-641-75200-1-7		5747044310	CHARLOTTE CO SCHOOL BD	Original	5/24/02 9:40	4/25/02 3:00	5/24/02 2:45 GSD-1		CILC-D-54	5944.92	3515.07	2429.85	0	2429.85
57-20-642-01326-2-8		5599122115	CHARLOTTE CO UTILITIES	Original	5/24/02 9:39	4/25/02 3:00	5/24/02 2:45 GSD-1		CILC-G-56	3312.24	2575.94	736.3	0	736.3
41-20-021-15650-2-0		7200910276	BELLSOUTH TELECOMMUNICATIONS INC	Original	5/24/02 8:16	4/25/02 3:00	5/24/02 2:45 GSD-1		CILC-G-56	4346.64	2980.88	1365.76	0	1365.76
81-20-150-06180-2-6		7778067012	BELLSOUTH TELECOMMUNICATIONS INC	Original	5/24/02 7:49	4/25/02 3:00	5/24/02 0:00 GSD-1		CILC-G-56	3933.49	2811.54	1121.95	0	1121.95
41-20-740-84609-3-1		7903911639	CITY OF BOCA RATON	Original	5/24/02 10:02	4/25/02 3:00	5/24/02 2:45 GSD-1		CILC-G-56	2921.28	2101.96	819.32	0	819.32
										7434248.42	5063217.43	2371030.99	0	2371030.99

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3 P8

Company: FPL
 Title: Calculation of CILC Credits
 Period: 12 Months Ended December 31, 2002
 Auditor: Raymond Grant
 Date: May 16, 2003
 Workpaper: 44-5/3-1

		(A)	(B)	(C)	(D)	(E)	(F)	(G)	(H)	(I)	(J)
1a				St. of Florida	Rinker	Vecellio &	Fl. Wire	City of	SS Public	City of	US Govt.
1b				Correction	Materials	Groggran	& Cable	Manatee	Hospital	Boca Raton	Dept of
1c				Institute	Corporation	Inc.	Inc.	Pub. Works	Board		Airforce
Line 1	Comparison Tariff										
Line 2	Comparison Base Bill Amount	(Wp 44-5/3-1/1)	\$8,018.12 P1	\$164,994.48 P2	\$52,562.85 P3	\$51,087.87 P4	\$44,758.07 P5	\$63,839.21 P6	\$3,915.70 P7	\$83,207.55 P8	
Line 3	Less: Customer Charge	(Wp 44-5/3-1/1)	(\$38.12) P1	(\$158.05) P2	(\$158.05) P3	(\$158.05) P4	(\$158.05) P5	(\$158.05) P6	(\$158.05) P7	(\$371.88) P8	
Line 4	Less: Curtailment Cr.			(\$27,583.64)				(\$6,356.34)			
Line 5	Comparison Base Less Cust. Charge		\$7,980.00	\$137,252.79	\$52,404.80	\$50,929.82	\$38,243.68	\$63,681.16	\$3,883.16	\$82,835.67	
Line 6											
Line 7	Billing Tariff										
Line 8	Comparison Base Bill Amount	(Wp 44-5/3-1/1)	\$5,348.76 P1	\$80,817.38 P2	\$31,879.59 P3	\$31,293.08 P4	\$28,275.17 P5	\$40,070.52 P6	\$3,166.97 P7	\$52,252.54 P8	
Line 9	Less: Customer Charge	(Wp 44-5/3-1/1)	(\$557.82) P1	(\$2,975.04) P2	(\$557.82) P3	(\$557.82) P4	(\$557.82) P5	(\$557.82) P6	(\$557.82) P7	(\$2,975.04) P8	
Line 10	Bill Base Less Cust. Charge		\$4,790.94	\$77,842.34	\$31,321.77	\$30,735.26	\$27,717.35	\$39,512.70	\$2,609.15	\$49,277.50	
11	CILC Credit (Line 5-Line 10)		\$3,189.06	\$59,410.45	\$21,083.03	\$20,194.56	\$10,526.33	\$24,168.46	\$1,274.01	\$33,558.17	
			(Wp 44-5/3) P1	P2	P3	P4	P5	P6	P7	P8	

12 Source: Power Bill Detail Report

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3-1

CONFIDENTIAL

Florida Power & Light Company

Power Billing Bill Detail Report - #PB100

May 14 2003 - Page 1

1	BA#: 19709-01805	STATE OF FLA - DOC TOMOKA CORRECTION	SVC To Date: 5/6/2002
2	Old BA#: 11-06-074-70971-1-2	3950 TIGER BAY RD # TOMOKA	Bill Code: Billed
3		DAYTONA BEACH, FL 32124	Bill Days: 30
4	Rev/Rate/Rider: B / 54 / 9		
5	Franchise Code: 2090	Franchise Factor: 0.000 %	
6	Tax Code: N	Area Code:	Controllable: COSP: Firm KW: 0
7	Comparison Tariff: GSLD-1 - 62	Billing Tariff: CILC-D - 54	
8	(A) CUSTOMER CHARGE: 38.12 ✓	(D) CUSTOMER CHARGE: 557.82 ✓	(C)
9	Administrative Adder: 0.00	Administrative Adder: 0.00	(E)
10	Energy Charges	Energy Charges	(F)
11	On-Peak Kwh: 0 0.00	On-Peak Kwh: 103,065 691.57	
12	Off-Peak Kwh: 0 0.00	Off-Peak Kwh: 232,935 1,562.99	
13	Total Kwh: 336,000 3,638.88	Total Kwh: 336,000 2,254.56	
		EDR Energy Credit: 0.00	
14	Demand Charges	Demand Charges	
15	Maximum Kwd: 798 4,636.38	Maximum Kwd: 798 0.00	
16	On-Peak Kwd: 0 0.00	On-Peak Kwd: 798 0.00	
17		LC OnPk-Firm Kwd: 798 861.84	
18		23 Mth Max Kwd: 886 2,002.36	
19		Firm On-Pk Kwd: 0 0.00	
20		Total Demand: 2,864.20	
21		EDR Demand Credit: 0.00	
22	CDR Credit: 0.00	CDR Credit: 0.00	
23	Transformer Credit: -295.26	Transformer Credit: -327.82	
24	Curtailement Credit: 0.00	Curtailement Credit: 0.00	
25	LMIS Credit: 0.00	LMIS Credit: 0.00	
26	Comparison Base Bill Amount: 8,018.12 ✓	Base Bill Amount: 5,348.76 ✓	
27	Regular Fuel Adjustment: 8,843.52	Regular Fuel Adjustment: 0.00	
28	On-Peak Fuel Adjustment: 0.00	On-Peak Fuel Adjustment: 2,983.73	
29	Off-Peak Fuel Adjustment: 0.00	Off-Peak Fuel Adjustment: 5,788.43	
30		Cosp Charge: 0.00	
31		Cosp OnPk Kwh: 0	
32		Cosp OffPk Kwh: 0	
33	ECC Charge (Kwh): 520.80	ECC Charge (Kwh): 480.48	
34	OBC Charge (Kwh): 0.00	OBC Charge (Kwh): 0.00	
35	ECRC Charge (Kwh): 0.00	ECRC Charge (Kwh): 0.00	
36	CPRC Charge (Kwd): 1,915.20	CPRC Charge (Kwd): 2,002.98	
37	SUBTOTAL: 19,297.64	SUBTOTAL: 16,604.38	
38	Gross Receipts Tax: 197.92	Gross Receipts Tax: 170.29	
39	Franchise Charge: 0.00	Franchise Charge: 0.00	
40	Municipal Tax: 0.00	Municipal Tax: 0.00	
41	Florida Sales Tax: 0.00	Florida Sales Tax: 0.00	
42	Facility Rental FST: 0.00	Facility Rental FST: 0.00	
43	Facility Rental Charge: 0.00	Facility Rental Charge: 0.00	
44	TOTAL COMPARISON BILL AMOUNT: 19,495.56	TOTAL BILL AMOUNT: 16,774.67	

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For Comparative Purpose Only

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3-1
1

CONFIDENTIAL

Florida Power & Light Company

Power Billing Bill Detail Report - #PB100

May 14 2003 - Page 1

1 BA#: 74128-78766 RINKER MATERIALS CORPORATION SVC To Date: 5/7/2002
 2 Old BA#: 83-07-907-32941-0-4 1200 NW 137TH AVE #CEM PLNT Bill Code: Billed
 3 MIAMI, FL 33182 Bill Days: 30
 4 Rev/Rate/Rider: 3 / 55 /
 5 Franchise Code: 1160 Franchise Factor: 3.870 %
 6 Tax Code: A Area Code: Controllable: COSP: Firm KW: 1,500

7 Comparison Tariff: CST-3 - 82 Billing Tariff: CILC-T - 55

	(A)	(B)	(C)	(D)	(E)	(F)
8 CUSTOMER CHARGE:			371.88 ✓			2,975.04 ✓
9 Administrative Adder:			0.00			0.00
10 Energy Charges						
11 On-Peak Kwh:		2,755,335	17,193.29		2,755,335	13,611.35
12 Off-Peak Kwh:		7,456,665	37,283.33		7,456,665	36,835.93
13 Total Kwh:		10,212,000	54,476.62		10,212,000	50,447.28
						EDR Energy Credit: 0.00
14 Demand Charges						
15 Maximum Kwd:		19,148	0.00		19,148	0.00
16 On-Peak Kwd:		18,958	110,145.98		18,958	0.00
17 LC OnPk-Firm Kwd:					17,458	18,680.06
18 23 Mth Max Kwd:					0	0.00
19 Firm On-Pk Kwd:					1,500	8,715.00
20 Total Demand:						27,395.06
21 EDR Demand Credit:						0.00
22 CDR Credit:			0.00			0.00
23 Transformer Credit:			0.00			0.00
24 Curtailment Credit:			-27,583.64 ✓			0.00
25 LMIS Credit:			0.00			0.00
26 Comparison Base Bill Amount:			164,994.48 ✓			80,817.38 ✓
27 Regular Fuel Adjustment:			0.00			0.00
28 On-Peak Fuel Adjustment:			76,488.10			76,488.10
29 Off-Peak Fuel Adjustment:			177,617.76			177,617.76
30 Cosp Charge:						0.00
31 Cosp OnPk Kwh:					0	
32 Cosp OffPk Kwh:					0	
33 ECC Charge (Kwh):		14,705.28				13,888.32
34 OBC Charge (Kwh):		0.00				0.00
35 ECRC Charge (Kwh):		0.00				0.00
36 CPRC Charge (Kwd):		47,205.42				47,963.74
37 SUBTOTAL:		453,427.40				396,775.30
38 Gross Receipts Tax:		4,650.35				4,069.33
39 Franchise Charge:		17,727.61				15,512.69
40 Municipal Tax:		29,533.41				23,588.60
41 Florida Sales Tax:		0.00				0.00
42 Facility Rental FST:		1,759.21				1,759.21
43 Facility Rental Charge:		27,064.68				27,064.68
44 TOTAL COMPARISON BILL AMOUNT:		534,162.66				468,769.81

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Florida Power & Light Company

Power Billing Bill Detail Report - #PB100

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1 BA#: 46103-10297 VECELLIO & GROGAN INC SVC To Date: 4/30/2002
2 Old BA#: 83-02-902-93240-7-5 18300 NW 122ND AVE # DRAGLINE Bill Code: Billed
3 HIALEAH, FL 33018 Bill Days: 30
4 Rev/Rate/Rider: 2 / 54 / 9
5 Franchise Code: 1160 Franchise Factor: 3.870 %
6 Tax Code: A Area Code: Controllable: COSP: Firm KW: 300

7 Comparison Tariff: GSLD-2 - 63 Billing Tariff: CILC-D - 54

8 CUSTOMER CHARGE:	(A)	(B)	(C)	(D)	(E)	(F)
9 Administrative Adder:			158.05 ✓			557.82 ✓
10 Energy Charges						
11 On-Peak Kwh:		0	0.00	On-Peak Kwh:	445,409	2,988.69
12 Off-Peak Kwh:		0	0.00	Off-Peak Kwh:	1,592,191	10,683.60
13 Total Kwh:	2,037,600		22,006.08	Total Kwh:	2,037,600	13,672.29
				EDR Energy Credit:		0.00
14 Demand Charges						
15 Maximum Kwd:	5,588		32,466.28	Maximum Kwd:	5,588	0.00
16 On-Peak Kwd:	0		0.00	On-Peak Kwd:	5,352	0.00
				LC OnPk-Firm Kwd	5,052	5,456.16
				23 Mth Max Kwd:	5,588	12,628.88
				Firm On-Pk Kwd:	300	1,632.00
				Total Demand:		19,717.04
				EDR Demand Credit:		0.00
22 CDR Credit:			0.00	CDR Credit:		0.00
23 Transformer Credit:			-2,067.56	Transformer Credit:		-2,067.56
24 Curtailment Credit:			0.00	Curtailment Credit:		0.00
25 LMIS Credit:			0.00	LMIS Credit:		0.00
26 Comparison Base Bill Amount:			52,562.85 ✓	Base Bill Amount:		31,879.59 ✓
27 Regular Fuel Adjustment:			53,262.86	Regular Fuel Adjustment:		0.00
28 On-Peak Fuel Adjustment:			0.00	On-Peak Fuel Adjustment:		12,894.59
29 Off-Peak Fuel Adjustment:			0.00	Off-Peak Fuel Adjustment:		39,565.95
30 Cosp Charge:				Cosp Charge:		0.00
31 Cosp OnPk Kwh:				Cosp OnPk Kwh:	0	
32 Cosp OffPk Kwh:				Cosp OffPk Kwh:	0	
33 ECC Charge (Kwh):			2,974.90	ECC Charge (Kwh):		2,913.77
34 OBC Charge (Kwh):			0.00	OBC Charge (Kwh):		0.00
35 ECRC Charge (Kwh):			0.00	ECRC Charge (Kwh):		0.00
36 CPRC Charge (Kwd):			13,299.44	CPRC Charge (Kwd):		13,433.52
37 SUBTOTAL:			122,100.05	SUBTOTAL:		100,687.42
38 Gross Receipts Tax:			1,252.26	Gross Receipts Tax:		1,032.65
39 Franchise Charge:			4,773.73	Franchise Charge:		3,936.57
40 Municipal Tax:			8,952.92	Municipal Tax:		6,787.04
41 Florida Sales Tax:			0.00	Florida Sales Tax:		0.00
42 Facility Rental FST:			0.00	Facility Rental FST:		0.00
43 Facility Rental Charge:			0.00	Facility Rental Charge:		0.00
44 TOTAL COMPARISON BILL AMOUNT:			137,078.96	TOTAL BILL AMOUNT:		112,443.68

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Florida Power & Light Company

Power Billing Bill Detail Report - #PB100

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BA#: 48180-19756
Old BA#: 34-03-901-15036-5-1 1 WIREMIL RD # PLANT
SANDERSON, FL 32087
Rev/Rate/Rider: 3 / 54 / 9
Franchise Code: 0050
Tax Code: A
Area Code:
Franchise Factor: 3.103 %
Controllable:
COSP:
Firm KW: 50

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Comparison Tariff: GSLDT-2 - 65 | Billing Tariff: CILC-D - 54

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CUSTOMER CHARGE: 158.05 ✓
Administrative Adder: 0.00

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Energy Charges
On-Peak Kwh: 635,986 14,322.40
Off-Peak Kwh: 1,572,014 9,573.57
Total Kwh: 2,208,000 23,895.97

Energy Charges
On-Peak Kwh: 635,986 4,267.47
Off-Peak Kwh: 1,572,014 10,548.21
Total Kwh: 2,208,000 14,815.68
EDR Energy Credit: 0.00

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Demand Charges
Maximum Kwd: 5,135 0.00
On-Peak Kwd: 4,980 28,933.80

Demand Charges
Maximum Kwd: 5,135 0.00
On-Peak Kwd: 4,980 0.00

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LC OnPk-Firm Kwd: 4,930 5,324.40
23 Mth Max Kwd: 5,462 12,344.12
Firm On-Pk Kwd: 50 272.00
Total Demand: 17,940.52

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CDR Credit: 0.00
Transformer Credit: -1,899.95
Curtailment Credit: 0.00
LMIS Credit: 0.00

EDR Demand Credit: 0.00
CDR Credit: 0.00
Transformer Credit: -2,020.94
Curtailment Credit: 0.00
LMIS Credit: 0.00

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Comparison Base Bill Amount: 51,087.87 ✓

Base Bill Amount: 31,293.08 ✓

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Regular Fuel Adjustment: 0.00
On-Peak Fuel Adjustment: 18,430.87
Off-Peak Fuel Adjustment: 39,095.99

Regular Fuel Adjustment: 0.00
On-Peak Fuel Adjustment: 18,411.79
Off-Peak Fuel Adjustment: 39,064.55

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Cosp Charge: 0.00
Cosp OnPk Kwh: 0
Cosp OffPk Kwh: 0
ECC Charge (Kwh): 3,223.68
OBC Charge (Kwh): 0.00
ECRC Charge (Kwh): 0.00
CPRC Charge (Kwd): 11,852.40

Cosp Charge: 0.00
Cosp OnPk Kwh: 0
Cosp OffPk Kwh: 0
ECC Charge (Kwh): 3,157.44
OBC Charge (Kwh): 0.00
ECRC Charge (Kwh): 0.00
CPRC Charge (Kwd): 12,499.80

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SUBTOTAL: 123,690.81

SUBTOTAL: 104,426.66

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Gross Receipts Tax: 1,268.57
Franchise Charge: 3,877.49

Gross Receipts Tax: 1,071.00
Franchise Charge: 3,273.59

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Municipal Tax: 0.00
Florida Sales Tax: 0.00
Facility Rental FST: 36.34
Facility Rental Charge: 519.12

Municipal Tax: 0.00
Florida Sales Tax: 0.00
Facility Rental FST: 36.34
Facility Rental Charge: 519.12

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TOTAL COMPARISON BILL AMOUNT: 129,392.33

TOTAL BILL AMOUNT: 109,326.71

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Power Billing Bill Detail Report - #PB100

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(A) BAH: 94881-37614 COUNTY OF MANATEE BCC PUB WORKS SVC To Date: 5/23/2002
Old BAH: 52-19-335-93631-0-8 18315 DAM RD #SV13160 Bill Code: Billed
BRADENTON, FL 34205 Bill Days: 30

Rev/Rate/Rider: C / 54 /
Franchise Code: 1060 Franchise Factor: 0.000 %
Tax Code: N Area Code: Controllable: COSP: Firm KW: 0

Comparison Tariff: CST-2 - 75 Billing Tariff: CILC-D - 54

(A)	(B)	(C)	(D)	(E)	(F)
CUSTOMER CHARGE:	158.05	✓	CUSTOMER CHARGE:	557.82	✓
Administrative Adder:	0.00		Administrative Adder:	0.00	
Energy Charges			Energy Charges		
On-Peak Kwh: 528,659	11,905.40		On-Peak Kwh: 528,659	3,547.30	
Off-Peak Kwh: 1,530,541	9,320.99		Off-Peak Kwh: 1,530,541	10,269.93	
Total Kwh: 2,059,200	21,226.39		Total Kwh: 2,059,200	13,817.23	
			EDR Energy Credit:	0.00	
Demand Charges			Demand Charges		
Maximum Kwd: 4,228	0.00		Maximum Kwd: 4,228	0.00	
On-Peak Kwd: 4,023	23,373.63		On-Peak Kwd: 4,023	0.00	
			LC OnPk-Firm Kwd: 4,023	4,344.84	
			23 Mth Max Kwd: 4,228	9,555.28	
			Firm On-Pk Kwd: 0	0.00	
			Total Demand:	13,900.12	
			EDR Demand Credit:	0.00	
CDR Credit:	0.00		CDR Credit:	0.00	
Transformer Credit:	0.00		Transformer Credit:	0.00	
Curtailment Credit:	-6,356.34	✓	Curtailment Credit:	0.00	
LMIS Credit:	0.00		LMIS Credit:	0.00	
Comparison Base Bill Amount:	44,758.07	✓	Base Bill Amount:	28,275.17	✓
Regular Fuel Adjustment:	0.00		Regular Fuel Adjustment:	0.00	
On-Peak Fuel Adjustment:	15,320.54		On-Peak Fuel Adjustment:	15,304.68	
Off-Peak Fuel Adjustment:	38,064.55		Off-Peak Fuel Adjustment:	38,033.94	
			Cosp Charge:	0.00	
			Cosp OnPk Kwh:	0	
			Cosp OffPk Kwh:	0	
ECC Charge (Kwh): 3,006.43			ECC Charge (Kwh): 2,944.66		
OBC Charge (Kwh): 0.00			OBC Charge (Kwh): 0.00		
ECRC Charge (Kwh): 0.00			ECRC Charge (Kwh): 0.00		
CPRC Charge (Kwd): 9,574.74			CPRC Charge (Kwd): 10,097.73		
SUBTOTAL:	104,367.99		SUBTOTAL:	94,656.18	
Gross Receipts Tax: 1,070.40			Gross Receipts Tax: 970.79		
Franchise Charge: 0.00			Franchise Charge: 0.00		
Municipal Tax: 0.00			Municipal Tax: 0.00		
Florida Sales Tax: 0.00			Florida Sales Tax: 0.00		
Facility Rental FST: 0.00			Facility Rental FST: 0.00		
Facility Rental Charge: 0.00			Facility Rental Charge: 0.00		
TOTAL COMPARISON BILL AMOUNT: 105,438.39			TOTAL BILL AMOUNT: 95,626.97		
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Florida Power & Light Company

Power Billing Bill Detail Report - #PB100

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1 BA#: 76274-44669 SS CO PUB HOSP BD SVC To Date: 5/15/2002
2 Old BA#: 56-13-015-66321-6-6 1700 S TAMIAMI TRL Bill Code: Billed
3 SARASOTA, FL 34239 Bill Days: 30
4 Rev/Rate/Rider: B / 54 /
5 Franchise Code: 1720 Franchise Factor: 5.934 %
6 Tax Code: N Area Code: Controllable: COSP: Firm KW: 0

7 Comparison Tariff: GSLDT-2 - 65 Billing Tariff: CILC-D - 54

8 CUSTOMER CHARGE: 158.05 ✓ CUSTOMER CHARGE: 557.82 ✓
9 Administrative Adder: 0.00 Administrative Adder: 0.00

10 Energy Charges
11 On-Peak Kwh: 891,075 20,067.01 On-Peak Kwh: 891,075 5,979.11
12 Off-Peak Kwh: 2,187,325 13,320.81 Off-Peak Kwh: 2,187,325 14,676.95
13 Total Kwh: 3,078,400 33,387.82 Total Kwh: 3,078,400 20,656.06
EDR Energy Credit: 0.00

14 Demand Charges
15 Maximum Kwd: 5,314 0.00 Maximum Kwd: 5,314 0.00
16 On-Peak Kwd: 5,214 30,293.34 On-Peak Kwd: 5,214 0.00

17 LC OnPk-Firm Kwd 5,214 5,631.12
18 23 Mth Max Kwd: 5,852 13,225.52
19 Firm On-Pk Kwd: 0 0.00
20 Total Demand: 18,856.64

21 EDR Demand Credit: 0.00
22 CDR Credit: 0.00 CDR Credit: 0.00
23 Transformer Credit: 0.00 Transformer Credit: 0.00
24 Curtailment Credit: 0.00 Curtailment Credit: 0.00
25 LMIS Credit: 0.00 LMIS Credit: 0.00

26 Comparison Base Bill Amount: 63,839.21 ✓ Base Bill Amount: 40,070.52 ✓

27 Regular Fuel Adjustment: 0.00 Regular Fuel Adjustment: 0.00
28 On-Peak Fuel Adjustment: 25,823.35 On-Peak Fuel Adjustment: 25,796.62
29 Off-Peak Fuel Adjustment: 54,398.77 Off-Peak Fuel Adjustment: 54,355.03

30 Cosp Charge: 0.00
31 Cosp OnPk Kwh: 0
32 Cosp OffPk Kwh: 0

33 ECC Charge (Kwh): 4,494.46 ECC Charge (Kwh): 4,402.11
34 OBC Charge (Kwh): 0.00 OBC Charge (Kwh): 0.00
35 ECRC Charge (Kwh): 0.00 ECRC Charge (Kwh): 0.00
36 CPRC Charge (Kwd): 12,409.32 CPRC Charge (Kwd): 13,087.14

37 SUBTOTAL: 160,965.11 SUBTOTAL: 137,711.42

38 Gross Receipts Tax: 1,650.86 Gross Receipts Tax: 1,412.37
39 Franchise Charge: 9,649.63 Franchise Charge: 8,255.61

40 Municipal Tax: 0.00 Municipal Tax: 0.00
41 Florida Sales Tax: 0.00 Florida Sales Tax: 0.00
42 Facility Rental FST: 0.00 Facility Rental FST: 0.00
43 Facility Rental Charge: 27.22 Facility Rental Charge: 27.22

44 TOTAL COMPARISON BILL AMOUNT: 172,292.82 TOTAL BILL AMOUNT: 147,406.62

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Florida Power & Light Company

Power Billing Bill Detail Report - #PB100

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BA#: 69699-11699 CITY OF BOCA RATON SVC To Date: 5/23/2002
Old BA#: 41-19-819-02059-5-8 2150 NW 51ST ST #GEN STA Bill Code: Billed
BOCA RATON, FL 33431 Bill Days: 30
Rev/Rate/Rider: C / 56 /
Franchise Code: 0120 Franchise Factor: 5.951 %
Tax Code: N Area Code: Controllable: COSP: Firm KW: 0

Comparison Tariff: GSD-1 - 72 Billing Tariff: CILC-G - 56

	(A)	(B)	(C)	(D)	(E)	(F)
8 CUSTOMER CHARGE:			32.54 ✓			557.82 ✓
9 Administrative Adder:			0.00			0.00
10 Energy Charges						
11 On-Peak Kwh:		0	0.00		46,621	449.43
12 Off-Peak Kwh:		0	0.00		124,139	1,196.70
13 Total Kwh:		170,760	2,337.70		170,760	1,646.13
						EDR Energy Credit: 0.00
14 Demand Charges						
15 Maximum Kwd:		276	1,545.46		276	0.00
16 On-Peak Kwd:		0	0.00		276	0.00
						LC OnPk-Firm Kwd 266 287.28
						23 Mth Max Kwd: 299 675.74
						Firm On-Pk Kwd: 0 0.00
						Total Demand: 963.02
21 CDR Credit:			0.00			0.00
22 Transformer Credit:			0.00			0.00
23 Curtailment Credit:			0.00			0.00
24 LMIS Credit:			0.00			0.00
25						
26 Comparison Base Bill Amount:			3,915.70 ✓			3,166.97 ✓
27 Regular Fuel Adjustment:			4,499.53			0.00
28 On-Peak Fuel Adjustment:			0.00			1,361.80
29 Off-Peak Fuel Adjustment:			0.00			3,112.16
30 Cosp Charge:						0.00
31 Cosp OnPk Kwh:				0		
32 Cosp OffPk Kwh:				0		
33 ECC Charge (Kwh):			271.51			244.19
34 OBC Charge (Kwh):			0.00			0.00
35 ECRC Charge (Kwh):			0.00			0.00
36 CPRC Charge (Kwd):			622.44			667.66
37 SUBTOTAL:			9,309.18			8,552.78
38 Gross Receipts Tax:			95.47			87.72
39 Franchise Charge:			559.67			514.20
40 Municipal Tax:			0.00			0.00
41 Florida Sales Tax:			0.00			0.00
42 Facility Rental FST:			0.00			0.00
43 Facility Rental Charge:			0.00			0.00
44 TOTAL COMPARISON BILL AMOUNT:			9,964.32			9,154.70
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Florida Power & Light Company

Power Billing Bill Detail Report - #PB106

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BA#: 22407 02298 U S GOVT DEPT OF AIR FORCE SVC To Date: 5/24/2002
Old BA#: 21-20-948-49136-9-6 SUBSTATION #PATRICK Bill Code: Billed
COCOA, FL 32922 Bill Days: 30
Rev/Rate/Rider:C / 55 /
Franchise Code:0170 Franchise Factor: 4.577 %
Tax Code: N Area Code: Controllable: COSP: Firm KW: 2,895

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Comparison Tariff: GS LDT-3 - 90 Billing Tariff: CILC-T - 55

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CUSTOMER CHARGE: 371.88 ✓ CUSTOMER CHARGE: 2,975.04 ✓
Administrative Adder: 0.00 Administrative Adder: 0.00

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Energy Charges
On-Peak Kwh: 1,585,253 9,891.98 On-Peak Kwh: 1,585,253 7,831.15
Off-Peak Kwh: 3,555,547 17,777.74 Off-Peak Kwh: 3,555,547 17,564.40
Total Kwh: 5,140,800 27,669.72 Total Kwh: 5,140,800 25,395.55
EDR Energy Credit: 0.00

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Demand Charges
Maximum Kwd: 9,495 0.00 Maximum Kwd: 9,495 0.00
On-Peak Kwd: 9,495 55,165.95 On-Peak Kwd: 9,495 0.00

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LC OnPk-Firm Kwd: 6,600 7,062.00
23 Mth Max Kwd: 0 0.00
Firm On-Pk Kwd: 2,895 16,819.95
Total Demand: 23,881.95

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EDR Demand Credit: 0.00
CDR Credit: 0.00
Transformer Credit: 0.00
Curtailement Credit: 0.00
LMIS Credit: 0.00

26

Comparison Base Bill Amount: 83,207.55 ✓ Base Bill Amount: 52,252.54 ✓

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Regular Fuel Adjustment: 0.00 Regular Fuel Adjustment: 0.00
On-Peak Fuel Adjustment: 44,006.62 On-Peak Fuel Adjustment: 44,006.62
Off-Peak Fuel Adjustment: 84,693.13 Off-Peak Fuel Adjustment: 84,693.13

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Cosp Charge: 0.00
Cosp OnPk Kwh: 0
Cosp OffPk Kwh: 0
ECC Charge (Kwh): 7,402.75 ECC Charge (Kwh): 6,991.49
OBC Charge (Kwh): 0.00 OBC Charge (Kwh): 0.00
ECRC Charge (Kwh): 0.00 ECRC Charge (Kwh): 0.00
CPRC Charge (Kwd): 23,642.55 CPRC Charge (Kwd): 24,022.35

37

SUBTOTAL: 242,952.60 SUBTOTAL: 211,966.13

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Gross Receipts Tax: 2,491.72 Gross Receipts Tax: 2,173.92
Franchise Charge: 11,233.99 Franchise Charge: 9,801.19

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Municipal Tax: 0.00 Municipal Tax: 0.00
Florida Sales Tax: 0.00 Florida Sales Tax: 0.00
Facility Rental FST: 0.00 Facility Rental FST: 0.00
Facility Rental Charge: 397.18 Facility Rental Charge: 397.18

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TOTAL COMPARISON BILL AMOUNT: 257,075.49 TOTAL BILL AMOUNT: 224,338.42

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BILL Account#: 1970901805

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COMMERCIAL/INDUSTRIAL LOAD CONTROL PROGRAM AGREEMENT

This Agreement is made this 22 day of OCTOBER, 1993, by and between Florida Department of Corrections Tomoka Correctional Institution (hereinafter called the "Customer"), located at 3950 Tiger Bay Rd. in Daytona Bch, Florida, and FLORIDA POWER & LIGHT COMPANY, a corporation organized under the laws of the State of Florida (hereinafter called the "Company").

WITNESSETH

For and in consideration of the mutual covenants and agreements expressed herein, the Company and the Customer agree as follows:

1. The Company agrees to furnish and the Customer agrees to take electric service subject to the terms and conditions of the Company's Commercial/Industrial Load Control Program Schedule CILC-1 (hereinafter called "Schedule CILC-1") as currently approved or as may be modified from time to time by the Florida Public Service Commission (hereinafter called the "Commission"). The Customer understands and agrees that, whenever reference is made in this Agreement to Schedule CILC-1, both parties intend to refer to Schedule CILC-1 as it may be modified from time to time. A copy of the Company's presently approved Schedule CILC-1 is attached hereto as Exhibit A and hereby made an integral part of this Agreement.
2. To establish the initial qualification for service under Schedule CILC-1, the Customer must have had a maximum demand during the previous twelve months of 200 kw greater than the "Firm Demand" level specified in paragraph 7 below.
3. Service under Schedule CILC-1 will be subject to determinations made under Commission Rule 25-6.0438, F.A.C., Non-Firm Service - Terms and Conditions, or any other Commission determination. The Company and the Customer agree that Schedule CILC-1 may be modified or withdrawn subject to determinations made under Commission Rule 25-6.0438, F.A.C., Non-Firm Electric Service - Terms and Conditions, or any other Commission determination.
4. Prior to the Customer's receipt of service under Schedule CILC-1 the Customer must provide the Company access to inspect any and all of the Customer's load control equipment, and must also have received approval from the Company that said equipment is satisfactory to effect control of the Customer's load. The Customer shall be responsible for meeting any applicable electrical code standards and legal requirements pertaining to the installation, maintenance and repair of the equipment. The Customer shall be responsible for maintaining the Customer's load control equipment and shall provide the Company access at any reasonable time to inspect the condition of the equipment for purposes of determining whether the load control equipment is satisfactory to effect control of the Customer's controllable load. It is expressly understood that the initial approval and later inspections by the Company are not for the purpose of, and are not to be relied upon by the Customer for, determining whether the load control equipment has been adequately maintained or is in compliance with any applicable electrical code standards or legal requirements.
5. The Customer agrees to perform the necessary changes by (date) 930331, to allow control of a portion of the Customer's load. Schedule CILC-1 cannot apply earlier than this date unless agreed to by the Company.

Should the Customer fail to complete the above work by the above-specified date, or should the Customer fail to begin taking service under Schedule CILC-1 during that year, this Agreement shall become null and void unless otherwise agreed by the Company. In order to receive service under Schedule CILC-1, it shall be necessary for the Customer to execute a new Agreement, which will again make the availability of service subject to the "Limitation of Availability" in Schedule CILC-1.

6. Upon completion of the installation of the load control equipment, a test of this equipment will be conducted at a time and date mutually agreeable to the Company and the Customer. The test will consist of a period of load control of not less than one hour. Effective upon the completion of the testing of the load control equipment, the Customer will agree to a "Firm Demand". Service under Schedule CILC-1 cannot commence prior to the installation of load control equipment and the successful completion of the test.
7. The Customer agrees to a "Firm Demand" level of 0 kw during the periods when the Company is controlling the Customer's service. This "Firm Demand" level shall not be exceeded during periods when the Company is controlling load. Upon mutual agreement of the Company and the Customer, the Customer's Firm Demand may subsequently be raised or lowered, as long as the change in the "Firm Demand" level is not a result of a transfer of load from the controllable portion of the Customer's load. The Customer shall notify the Company upon adding firm load.

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CONFIDENTIAL

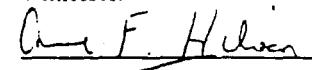

8. In order to minimize the frequency and duration of interruptions under the CILC Program, the Company will attempt to obtain reasonably available additional capacity and/or energy under the Continuity of Service Provision in Schedule CILC-1. The Company's obligation in this regard is no different than its obligation in general to purchase power to serve its Customers during a capacity shortage; in other words, the Company is not obligated to account for or otherwise reflect in its generation and transmission planning and construction the possibility of providing capacity and/or energy under the Continuity of Service Provision. Customers receiving service under Schedule CILC-1 may elect to continue taking service under the Continuity of Service Provision and it will be provided only if such capacity and/or energy can be obtained by the Company and can be transmitted and distributed to non-firm Customers without any impairment of the Company's system or service to other firm Customers. The Customer ~~elects~~ / does not elect to continue taking service under the Continuity of Service Provision. The Customer may countermand the election specified above by providing written notice to the Company pursuant to the guidelines set forth in Schedule CILC-1. The Company's obligations under this paragraph 7 are subject to the terms and conditions specifically set forth in Schedule CILC-1.
9. The Customer agrees to be responsible for the determination that all electrical equipment to be controlled is in good repair and working condition. The Company shall not be responsible for the repair, maintenance or replacement of the Customer's equipment.
10. If the Customer no longer wishes to receive any type of electric service from the Company, the Customer may terminate this Agreement by giving thirty (30) days' advance written notice to the Company.
11. The Company may terminate this Agreement at any time if the Customer fails to comply with the terms and conditions of Schedule CILC-1 or this Agreement. Prior to any such termination, the Company shall notify the Customer at least ninety (90) days in advance and describe the Customer's failure to comply. The Company may then terminate this Agreement at the end of the 90-day notice period unless the Customer takes measures necessary to eliminate, to the Company's satisfaction, the compliance deficiencies described by the Company. Notwithstanding the foregoing, if, at any time during the 90-day period, the Customer either refuses or fails to initiate and pursue corrective action, the Company shall be entitled to suspend forthwith the monthly billing under the Schedule CILC-1, bill the Customer under the otherwise applicable firm service rate schedule and apply the rebilling and penalty provisions enumerated under TERM OF SERVICE in Schedule CILC-1.
12. The Customer agrees that the Company will not be liable for any damages or injuries that may occur as a result of control of electric service pursuant to the terms of Schedule CILC-1 by remote control or otherwise.
13. This Agreement supersedes all previous agreements and representations, either written or oral, heretofore made between the Company and the Customer with respect to matters herein contained. Any modification(s) of this Agreement must be approved, in writing, by the Company and approved by the Commission.
14. This Agreement may not be assigned by the Customer without the prior written consent of the Company.
15. This Agreement is subject to the Company's "General Rules and Regulations for Electric Service" and the Rules of the Commission.

IN WITNESS WHEREOF, the Customer and the Company have caused this Agreement to be duly executed as of the day and year first above written.

Witnesses:


Deborah A. Arthur

Witnesses:

CUSTOMER

Florida Department of Corrections
Company: Tomoka Correctional Institution

Signed: 

Name: C. Dale Landress

Title: Regional Director

FLORIDA POWER & LIGHT COMPANY

Signed: 

Name: L.S. ATKINSON

Title: Area Manager

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