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March 30, 2016

VIA HAND DELIVERY

Ms. Carlotta S. Stauffer
Division of the Commission Clerk and Administrative Services
Florida Public Service Commission
2540 Shumard Oak Blvd.
Tallahassee, FL 32399-0850

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COMMISSION CLERK

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Re: Docket No. 140159-EI

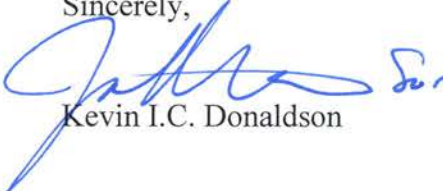
Dear Ms. Stauffer:

I enclose for filing in the above docket Florida Power & Light Company's ("FPL's") Request for Confidential Classification. The request includes Exhibits A, B (two copies), C and D.

Exhibit A consists of the confidential documents, and all the information that FPL asserts is entitled to confidential treatment has been highlighted. Exhibit B is an edited version of Exhibit A, in which the information FPL asserts is confidential has been redacted. Exhibit C is a justification table in support of FPL's Request Confidential Classification. Exhibit D contains the declaration in support of FPL's Request for Confidential Classification.

Please contact me if you or your Staff has any questions regarding this filing.

Sincerely,


Kevin I.C. Donaldson

Enclosure

cc: Martha Barrera (w/ copy of FPL's Request for Confidential Classification)

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BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION

In re: Application for authority to issue and sell securities for 24 months ending December 31, 2016, by Florida Power & Light Company

Docket No. 140159-EI
March 30, 2016

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

Florida Power & Light Company ("FPL"), pursuant to Rule 25-22.006, Florida Administrative Code, and section 366.093, Florida Statutes, hereby requests confidential classification of certain portions of a document filed as an exhibit to its Consummation Report served in the referenced docket on March 30, 2016. In support of its request, FPL states:

1. On March 30, 2016, FPL filed a confidential copy of its Consummation Report in the referenced docket, along with a number of exhibits including term loan agreements identified as Exhibits 1(k), 1(l), 1(m) and 1(n), as well as signed opinions of FPL's legal counsel identified as Exhibits 2(c), 2(d), 2(e) and 2(f) to the report. Confidential information is contained in portions of Exhibits 1(k), 1(l), 1(m) 1(n) 2(c), 2(d), 2(e) and 2(f) ("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 FPL asserts is entitled to confidential treatment has been highlighted.

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

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 FPL to contract for goods or services on favorable terms. This information is protected by Section 366.093(3)(d), Fla. Stat.

5. Also, certain information relates to competitive interests, the disclosure of which would impair the competitive business of FPL and its vendors. This information is protected by Section 366.093(3)(e), Fla. Stat.

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

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

Respectfully submitted,

John T. Butler
Assistant General Counsel - Regulatory
Kevin I.C. Donaldson
Senior Attorney
Florida Power & Light Company
700 Universe Boulevard
Juno Beach, FL 33408
Telephone: (561) 304-5170
Facsimile: (561) 691-7135
Email: kevin.donaldson@fpl.com

By: 

Kevin I.C. Donaldson
Florida Bar No. 0833401

CERTIFICATE OF SERVICE
Docket No. 140159-EI

I **HEREBY CERTIFY** that a true and correct copy of the foregoing Request for Confidential Classification* has been furnished by electronic mail on this 30th, day of March 2016 to the following:

Martha Barrera, Esq.
Office of General Counsel
Florida Public Service Commission
2540 Shumard Oak Blvd.
Tallahassee, FL 32399-0850
mbarrera@psc.state.fl.us

By: 
Kevin I.C. Donaldson
Florida Bar No. 0833401

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

EXHIBIT A

CONFIDENTIAL

FILED UNDER SEPARATE COVER

EXHIBIT B

REDACTED COPIES

CONFIDENTIAL

Term Loan #1

Page 1 of 99

EXECUTION VERSION

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TERM LOAN AGREEMENT
\$200,000,000 TERM LOAN FACILITY

BETWEEN
FLORIDA POWER & LIGHT COMPANY, AS BORROWER

AND
[REDACTED]
AS LENDER AND ADMINISTRATIVE AGENT

DATED AS OF NOVEMBER 24, 2015

TERM LOAN AGREEMENT

This **TERM LOAN AGREEMENT**, dated as of November 24, 2015, is by and among **FLORIDA POWER & LIGHT COMPANY**, a Florida corporation (the "**Borrower**"), the lending institutions from time to time listed on *Schedule I* hereto (the "**Lender**" or "**Lenders**"), and [REDACTED] acting in its capacity as Administrative Agent for the Lenders (together with its successors and assigns in such capacity, the "**Agent**") (the Borrower, the Lenders and the Agent are hereinafter sometimes referred to collectively as the "**Parties**" and individually as a "**Party**").

WITNESSETH:

WHEREAS, the Borrower has requested that the Lenders agree to make available to the Borrower a Two Hundred Million United States Dollars (US\$200,000,000) term loan facility; and

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

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 Parties hereto hereby agree as follows:

ARTICLE 1 - DEFINITIONS AND RULES OF INTERPRETATION.

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

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

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

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

"**Agreement**" means this Term Loan Agreement, including the Schedules and Exhibits hereto.

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

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

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2 “Assignment and Assumption Agreement” has the meaning assigned to such term in
3 *Section 10.06(b)*.



11 “Base Rate Loan” means all or any portion of any Loan bearing interest calculated by
12 reference to the Base Rate.

13
14 “Bi-Lateral Term Loan Agreement” means a Term Loan Agreement, between the
15 Borrower and the Lender party thereto, in each case entered into on or after the Closing Date and
16 prior to December 31, 2015, which has an initial tenor to maturity that is same as the tenor of this
17 Agreement (i.e. three years).”

18
19 “Borrower” has the meaning given such term in the preamble hereto.

20
21 “Borrowing” means the drawing down by the Borrower of a Loan or Loans from the
22 Lenders on any given Borrowing Date.

23
24 “Borrowing Date” means the date on which any Loan is made or to be made.

25
26 “Business Day” means any day other than (a) Saturday or Sunday, or (b) a day on which
27 banking institutions in New York City, New York are required or authorized to close (*provided*
28 that no day shall be deemed to be a Business Day with respect to any Eurodollar Rate Loan
29 unless such day is also a Eurodollar Business Day).

30
31 “Borrowing Notice” means a certificate to be provided pursuant to *Section 2.02(a)*, in
32 substantially the form set forth in *Exhibit A*.

33 “Change in Law” means the occurrence, after the Effective Date, of any of the following:
34 (a) the adoption or taking effect of any law, rule, regulation or treaty, (b) any change in any law,
35 rule, regulation or treaty or in the administration, interpretation, implementation or application
36 thereof by any Governmental Authority or (c) the making or issuance of any request, rule,
37 guideline or directive (whether or not having the force of law) by any Governmental Authority;
38 *provided* that notwithstanding anything herein to the contrary, for the purposes of the increased
39 cost provisions in *Section 3.06* or *Section 3.07*, any changes with respect to capital adequacy or
40 liquidity which result from (i) all requests, rules, guidelines or directives under or issued in
41 connection with the Dodd-Frank Wall Street Reform and Consumer Protection Act (the
42 “Dodd-Frank Act”) and (ii) all requests, rules, guidelines or directives promulgated by the Bank
43 for International Settlements, the Basel Committee on Banking Supervision (or any successor or
44 similar authority) or the United States of America or foreign regulatory authorities, in each case
45 pursuant to “Basel III” (meaning the comprehensive set of reform measures developed (and
46 designated as “Basel III” in September 2010) by the Basel Committee on Banking Supervision,
47 to strengthen the regulation, supervision and risk management of the banking sector), shall in

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each case be deemed to be a "Change in Law" as to which the affected Lender is entitled to compensation to the extent such request, rule, guideline or directive is either (1) enacted, adopted or issued after the Effective Date (but regardless of the date the applicable provision of the Dodd-Frank Act or Basel III to which such request, rule, guideline or directive relates was enacted, adopted or issued) or (2) enacted, adopted or issued prior to the Effective Date but either (A) does not require compliance therewith, or (B) which is not fully implemented until after the Effective Date and which entails increased cost related thereto that cannot be reasonably determined as of the Effective Date.

[REDACTED]

[REDACTED]

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more of the preceding clauses (a) through (d) shall be conclusive and binding absent manifest error, and such Lender shall be deemed to be a Defaulting Lender (subject to *Section 3.11(b)*) upon the Agent's delivery of Notice of such determination to the Borrower and each Lender.

"Dollars" or "\$" means United States dollars or such currency of the United States of America shall be legal tender for the payment of public and private debts in the United States of America.

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

"Effective Date" means the date on which all of the conditions precedent set forth in *Section 6.01* have been satisfied or waived, which is November 24, 2015.

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

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



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"FPSC Financing Order" means the Final Order Granting the Borrower Approval for Authority to Issue and Sell Securities issued by the Florida Public Service Commission on November 10, 2014, as Order No. PSC-14-0656-FOF-EI, and each successive order of the Florida Public Service Commission granting authority to the Borrower to issue and sell securities, as applicable.

[REDACTED]

[REDACTED]

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

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

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

“Immediately Available Funds” means funds with good value on the day and in the city in which payment is received.

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

“Indemnitee” has the meaning specified in *Section 10.04*.

“Indemnity Claim” has the meaning specified in *Section 10.04*.

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

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2 “Loan Documents” means this Agreement, any Note or certificate or other document
3 delivered in connection herewith or therewith.

4 “Loans” means the aggregate principal amount of the Loans of all Lenders Outstanding
5 at the time referred to in the context in which the term is used.

6
7 “Majority Lenders” means Lenders having more than fifty percent (50%) of the sum of
8 the aggregate unpaid principal amount of the Loans.
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17
18 “Maturity Date” means November 24, 2018.

19 “Moody’s” means Moody’s Investors Service, Inc.

20
21 “Multiemployer Plan” means any multiemployer plan within the meaning of Section
22 3(37) of ERISA to which the Borrower or any ERISA Affiliate contributes or has an obligation
23 to contribute or has within any of the preceding five plan years contributed or had an obligation
24 to contribute.
25

26 “NextEra Energy” means NextEra Energy, Inc., a Florida corporation.

27
28 “Non-Defaulting Lenders” means, at any particular time, each Lender that is not a
29 Defaulting Lender at such time.

30 “Nonrecourse Indebtedness” has the meaning specified in *Section 5.17*.

31
32 “Note” means the promissory note provided for by *Section 2.03(b)*, including (as
33 applicable) all amendments thereto and restatements thereof and all promissory notes delivered
34 in substitution or exchange therefor (including any amended and restated note issued pursuant to
35 this Agreement).
36

37 “Notice” has the meaning specified in *Section 10.02*.

38
39 “One Month LIBOR” means the ICE Benchmark Administration Settlement Rate
40 applicable to U.S. dollars for a period of one month (for the avoidance of doubt, One Month
41 LIBOR for any day shall be based on the rate appearing on Reuters LIBOR01 Page (or other
42 commercially available source providing such quotations as designated by the Agent from time
43 to time) at approximately 11:00 a.m London time two (2) Business Days prior to such day);
44 *provided* that if One Month LIBOR shall be less than zero, such rate shall be deemed to be zero
45 for purposes of this Agreement.
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2 “Regulatory Change” means, with respect to any Lender, any change after the date of this
3 Agreement in Federal, state or foreign law or regulations (including, without limitation,
4 Regulation D) or the adoption, making or change in after such date of any interpretation,
5 directive or request applying to a class of banks including such Lender of or under any Federal,
6 state or foreign law or regulations (whether or not having the force of law and whether or not the
7 failure to comply therewith would be unlawful) by any court or governmental or monetary
8 authority charged with the interpretation or administration thereof.

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

12 “Removal Effective Date” has the meaning specified in *Section 9.07(b)*.

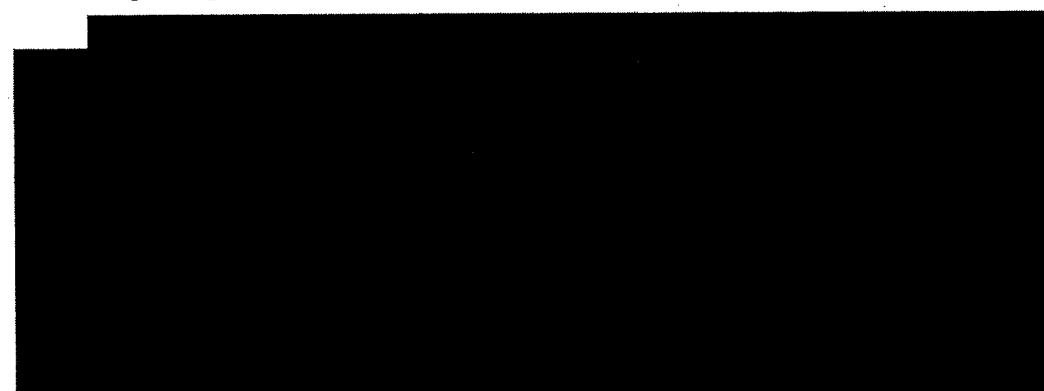
13 “Requirement of Law” means, as to any Person, the certificate of incorporation and by-
14 laws or other organizational or governing documents of such Person, and any law (including
15 common law), statute, ordinance, treaty, rule, regulation, order, decree, judgment, writ,
16 injunction, settlement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

19 “Resignation Effective Date” has the meaning specified in *Section 9.07(a)*.

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

24 “Standard & Poor’s” means Standard & Poor’s Ratings Services, a Standard & Poor’s
25 Financial Services LLC business.

26 “Subsidiary” means any corporation, association, trust, or other business entity of which
27 the Borrower (or where the context requires, NextEra Energy) shall at any time own directly or
28 indirectly through a Subsidiary or Subsidiaries at least a majority (by number of votes) of the
29 outstanding Voting Stock.
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“Taxes” means all present or future taxes, levies, imposts, duties, deductions, withholdings (including backup withholdings), assessments, fees or other charges imposed by any Governmental Authority, including any interest, additions to tax or penalties applicable thereto.

[REDACTED]

“Type” has the meaning specified in *Section 1.02(h)*.

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

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

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"Withholding Agent" means the Borrower and the Agent.

Section 1.02. Rules of Interpretation.

(a) A reference to any document or agreement shall include such document or agreement, including any schedules or exhibits thereto, as any of same may be amended, modified or supplemented from time to time in accordance with its terms and, if applicable, the terms of this Agreement.

(b) The singular includes the plural and the plural includes the singular.

(c) A reference to any law includes any amendment or modification to such law.

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

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

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

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

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

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

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

ARTICLE 2 - LOANS.

Section 2.01. Term Loan. Each of the Lenders severally agrees, on the terms of this Agreement (including, without limitation, *Article 6*), to make, simultaneously with the other Lenders, a single loan in Dollars to the Borrower on the Effective Date in an amount not to exceed the amount set opposite the name of such Lender on Schedule I, provided that the aggregate principal amount of such Loans shall not exceed Two Hundred Million United States Dollars (US\$200,000,000). Amounts borrowed and repaid or prepaid may not be reborrowed.

Section 2.02. Notice and Manner of Borrowing; Optional Prepayment.

(a) The Borrower shall give a Borrowing Notice in substantially the form of Exhibit A (or telephonic notice, promptly confirmed in writing) to the Agent prior to 11:00 a.m., New York, New York time on the Effective Date specifying the account to which the proceeds of the Loan are to be transferred.

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

(c) Each of the Lenders shall, not later than noon, New York, New York time, on the Borrowing Date, make immediately available funds in Dollars in the amount of such Lender's Loan available to the Agent at the office of the Agent, by wire transfer at its address set forth on Schedule I, for crediting to the Borrower's designated account in accordance with the wire instructions included in the Borrowing Notice.

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

Section 2.03. Evidence of Indebtedness and Notes.

(a) The Loans made by each Lender shall be evidenced by one or more accounts or records maintained by such Lender and by the Agent in the ordinary course of business. The accounts or records maintained by the Agent and each Lender shall be conclusive absent manifest error. Any failure to so record or any error in doing so shall not, however, limit

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2 or otherwise affect the obligation of the Borrower hereunder to pay any amount owing with
3 respect to its obligations hereunder. In the event of any conflict between the accounts and
4 records maintained by any Lender and the accounts and records of the Agent in respect of such
5 matters, the accounts and records of the Agent shall control in the absence of manifest error.

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7 (b) If specifically requested by any particular Lender in writing furnished to
8 the Borrower, the Borrower's obligation to pay the principal of, and interest on, the Loans made
9 by such Lender shall be evidenced by a promissory note duly executed and delivered by the
10 Borrower, such Note to be substantially in the form of Exhibit B with blanks appropriately
11 completed in conformity herewith (each, a "Note" and, collectively, the "Notes").

12
13 (c) The Note issued to any Lender shall (i) be payable to the order of such
14 Lender, (ii) be dated as of the Effective Date, (iii) be in a stated maximum principal amount
15 equal to the Loans of such Lender, (iv) mature on the Maturity Date, (v) bear interest as provided
16 in this Agreement, and (vi) be entitled to the benefits of this Agreement and the other Loan
17 Documents.

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

20
21 Section 2.04. Mandatory Payment. The Loans will mature on the Maturity Date and the
22 Borrower unconditionally promises to pay to the Agent for account of each Lender the entire
23 unpaid principal amount of such Lender's Loans Outstanding on the Maturity Date plus all
24 accrued and unpaid interest thereon and all other amounts then due hereunder.

25
26 Section 2.05. Interest.

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

28
29 (i) To the extent that all or any portion of any Loan is a Eurodollar
30 Rate Loan, such Loan or such portion shall bear interest during each applicable Interest
31 Period at a rate per annum equal to the [REDACTED]
32 [REDACTED]

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34 (ii) To the extent that all or any portion of any Loan is a Base Rate
35 Loan, such Loan or such portion shall bear interest at a rate per annum equal to the [REDACTED]
36 [REDACTED]

37
38 (b) The Borrower promises to pay interest on each Loan or any portion
39 thereof Outstanding in arrears on (i) each Interest Payment Date applicable to such Loan and (ii)
40 upon the payment or prepayment thereof or the Conversion thereof to a Loan of another Type
41 (but only on the principal amount so paid, prepaid or Converted).

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

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46 (d) In no event shall the Borrower select Interest Periods and Types of Loans
47 which would have the result that there shall be more than ten (10) different Interest Periods for
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2 Loans outstanding at the same time (for which purpose Interest Periods for Loans of different
3 Types shall be deemed to be different Interest Periods even if the Interest Periods begin and end
4 on the same dates).

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6 (e) Each Lender shall give prompt Notice to the Borrower of the applicable
7 interest rate determined by such Lender for purposes of clauses (i) or (ii) of *Section 2.05(a)*.

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

15 Section 2.06. Interest Rate Conversion or Continuation Options.

16
17 (a) The Borrower may, subject to *Section 3.04* and *Section 3.05*, elect from
18 time to time to Convert all or any portion of any Loan to a Loan of another Type, *provided* that
19 (i) with respect to any such Conversion of all or any portion of any Eurodollar Rate Loan to a
20 Base Rate Loan, the Borrower shall give the Agent an Interest Rate Notice (or telephonic notice
21 promptly confirmed in writing) at least one (1) Business Day prior to such Conversion; (ii) in the
22 event of any Conversion of all or any portion of a Eurodollar Rate Loan into a Base Rate Loan
23 prior to the last day of the Interest Period relating to that Eurodollar Rate Loan, the Borrower
24 shall indemnify each Lender in respect of such Conversion in accordance with *Section 3.09*; (iii)
25 with respect to any such Conversion of all or any portion of a Base Rate Loan to a Eurodollar
26 Rate Loan, the Borrower shall give each Lender an Interest Rate Notice (or telephonic notice
27 promptly confirmed in writing) at least three (3) Eurodollar Business Day prior to such election;
28 and (iv) no Loan may be Converted into a Eurodollar Rate Loan when any Default has occurred
29 and is continuing. On the date on which such Conversion is being made, any Lender may take
30 such action, if any, as it deems desirable to transfer the Loan to its Domestic Lending Office or
31 its Eurodollar Lending Office, as the case may be. All or any part of Loans of any Type may be
32 Converted as specified herein: *provided* that partial Conversions shall be in an aggregate
33 principal amount of [REDACTED] or any larger integral multiple of [REDACTED]. Each Interest
34 Rate Notice relating to the Conversion of all or any portion of any Base Rate Loan to a
35 Eurodollar Rate Loan shall be irrevocable by the Borrower.

36
37 (b) Eurodollar Rate Loans may be continued as such upon the expiration of an
38 Interest Period with respect thereto by compliance by the Borrower with the notice provisions
39 contained in *Section 2.06(a)*; *provided* that no Eurodollar Rate Loan may be continued as such
40 when any Default has occurred and is continuing, but shall be automatically Converted to a Base
41 Rate Loan on the last day of the first Interest Period that ends during the continuance of any
42 Default of which the officers of the Agent active upon the Borrower's account have actual
43 knowledge.

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

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5 (d) Except to the extent otherwise expressly provided herein, (i) each
6 Borrowing of Loans from the Lenders hereunder, each Conversion or continuation of all or a
7 portion of any Loan of a particular Type hereunder, and each payment of fees hereunder, shall be
8 effected pro rata among the Lenders in accordance with the amounts of their respective Pro Rata
9 Share and (ii) each payment of interest on Loans by the Borrower shall be made for account of
10 the Lenders pro rata in accordance with the amounts of interest on such Loans then due and
11 payable to the respective Lenders.

12 [REDACTED]

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18 Section 2.07. Replacement of Lenders.

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20 If (i) any Lender requests compensation under *Section 3.06* or *Section 3.07*, (ii) the
21 Borrower is required to pay any additional amount to any Lender or any Governmental Authority
22 for the account of any Lender pursuant to *Section 3.10*, (iii) any Lender is not able to make or
23 maintain its Loans as a result of any event or circumstance contemplated in *Section 3.05*, (iv)
24 any Lender is a Defaulting Lender, or (v) any Lender fails to consent to an election, consent,
25 amendment, waiver or other modification to this Agreement or any other Loan Document that
26 requires consent of a greater percentage of the Lenders than the Majority Lenders, and such
27 election, consent, amendment, waiver or other modification is otherwise consented to by the
28 Majority Lenders, then the Borrower may, at its sole expense and effort, upon Notice to such
29 Lender and the Agent, require such Lender to assign and delegate, without recourse (in
30 accordance with and subject to the restrictions contained in, and consents required by, *Section*
31 *10.06*), all of its interests, rights and obligations under this Agreement and the related Loan
32 Documents to an Eligible Assignee that shall assume such obligations (which Eligible Assignee
33 may be another Lender, if a Lender accepts such assignment); *provided* that:

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

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

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

41 (d) such Lender shall have received payment of an amount equal to
42 one hundred percent (100%) of the outstanding principal of its Loans, any accrued and unpaid
43 interest thereon, any accrued and unpaid fees and other accrued and unpaid amounts payable to it
44 hereunder and under the other Loan Documents (including any amounts under *Section 3.09*)

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2 (b) Delay in Requests. Delay on the part of any Lender to demand
3 compensation pursuant to *Section 3.06*, *Section 3.07* or *Section 3.09*, as applicable, shall not
4 constitute a waiver of such Lender's right to demand such compensation:
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11 Section 3.09. Indemnity. The Borrower agrees to indemnify each Lender and to hold
12 each Lender harmless from and against any loss, cost or expense (including any such loss or
13 expense arising from interest or fees payable by such Lender to lenders of funds obtained by it in
14 order to maintain its Eurodollar Rate Loan) that such Lender may sustain or incur as a
15 consequence of (a) default by the Borrower in payment of the principal amount of or any interest
16 on any Eurodollar Rate Loan as and when due and payable, (b) default by the Borrower in
17 making a prepayment after the Borrower has given a Notice of prepayment pursuant to *Section*
18 *2.02(d)*, (c) default by the Borrower in continuing any Loan, after the Borrower has given (or is
19 deemed to have given pursuant to *Section 2.06* an Interest Rate Notice or (d) the making of any
20 payment of principal of the Loan on a day that is not the last day of an Interest Period, including
21 interest or fees payable by such Lender to lenders or funds obtained by it in order to maintain any
22 Loan.
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24 Section 3.10. Taxes.

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

39 (b) Payment of Other Taxes by Borrower. The Borrower shall timely pay to
40 the relevant Governmental Authority in accordance with applicable law, or at the option of the
41 Agent timely reimburse it for the payment of, any Other Taxes.
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43 (c) Indemnification

44 (i) Indemnification by Borrower. The Borrower shall indemnify each
45 Recipient, within thirty (30) days after demand therefor, for the full amount of any
46 Indemnified Taxes (including Indemnified Taxes imposed or asserted on or attributable
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2 §4001 of ERISA did not exceed the aggregate value of the assets of all such Guaranteed
3 Pension Plans by more than [REDACTED]

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

13 Section 4.12. Use of Proceeds. The proceeds of the Loans shall be used for the general
14 corporate purposes of the Borrower.

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

25
26 Section 4.14. USA PATRIOT ACT, OFAC and Other Regulations.

27 (a) Neither the Borrower, any of its Subsidiaries or, to the knowledge of the
28 Borrower, any of the Affiliates or respective officers, directors, brokers or agents of the
29 Borrower, such Subsidiary or Affiliate (i) has violated any Anti-Terrorism Laws or (ii) has
30 engaged in any transaction, investment, undertaking or activity that conceals the identity, source
31 or destination of the proceeds from any category of prohibited offenses designated by the
32 Organization for Economic Co-operation and Development's Financial Action Task Force on
33 Money Laundering.

34
35 (b) Neither the Borrower, any of its Subsidiaries or, to the knowledge of the
36 Borrower, any of the Affiliates or respective officers, directors, employees, brokers or agents of
37 the Borrower, such Subsidiary or Affiliate is a Person that is, or is owned or controlled by
38 Persons that are: (i) the subject of any Sanctions, or (ii) located, organized or resident in a
39 country, region or territory that is, or whose government is, the subject of Sanctions, which on
40 the date of this Agreement are Crimea, Cuba, Iran, North Korea, Sudan and Syria.

41
42 (c) Neither the Borrower, any of its Subsidiaries or, to the knowledge of the
43 Borrower, any of the Affiliates or respective officers, directors, brokers or agents of the
44 Borrower, such Subsidiary or Affiliate acting or benefiting in any capacity in connection with
45 the Loans (i) conducts any business or engages in making or receiving any contribution of
46 goods, services or money to or for the benefit of any Person, or in any country or territory, that
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2 where in any such case the failure to comply with any of the foregoing would not materially
3 adversely affect the business, property or financial condition of the Borrower and its
4 Subsidiaries, taken as a whole. If at any time while any portion of the Loans or any other
5 amount hereunder is outstanding, any authorization, consent, approval, permit or license from
6 any officer, agency or instrumentality of any Governmental Authority shall become necessary or
7 required in order that the Borrower may fulfill any of its obligations hereunder or under any
8 other Loan Document, the Borrower will promptly take or cause to be taken all reasonable steps
9 within the power of the Borrower to obtain such authorization, consent, approval, permit or
10 license and furnish the Agent with evidence thereof.

11 Section 5.10. Use of Proceeds. The Borrower will use the proceeds of the Loans solely
12 for the purposes described in Section 4.12.
13

14 Section 5.11. Rating Agencies. The Borrower will at all times during the term of this
15 Agreement employ at least two (2) Rating Agencies for the purpose of rating the Borrower's
16 non-credit enhanced long-term senior unsecured debt or, to the extent such rating is not
17 available. The Borrower's long-term senior secured debt, one of which must be either Moody's
18 or Standard & Poor's.
19

20 Section 5.12. Maintenance of Insurance. The Borrower shall maintain insurance with
21 responsible and reputable insurance companies or associations in such amounts and covering
22 such risks as is usually carried by companies engaged in similar businesses and owning similar
23 properties in the same general areas in which the Borrower operates: *provided, however,* that the
24 Borrower may self-insure (which may include the establishment of reserves, allocation of
25 resources, establishment of credit facilities and other similar arrangements) to the same extent as
26 other companies engaged in similar businesses and owning similar properties in the same general
27 areas in which the Borrower operates and to the extent consistent with prudent business practice.
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29 Section 5.13. Prohibition of Fundamental Changes. The Borrower will not consummate
30 any transaction of merger or consolidation or amalgamation, or liquidation or dissolution;
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38 The Borrower will not convey, sell, lease, transfer or otherwise dispose of, in one transaction or a
39 series of transactions, all or substantially all of its business or assets, whether now owned or
40 hereafter acquired, to any other Person unless
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2 Section 5.14. Indebtedness. The Borrower will insure that all obligations of the
3 Borrower under this Agreement and the other Loan Documents rank and will [REDACTED]
4 [REDACTED] in respect of priority of payment by the Borrower and priority of lien, charge or other
5 security in respect of assets of the Borrower. [REDACTED]
6 [REDACTED]
7 [REDACTED]
8 [REDACTED]

9
10 Section 5.15. Liens. The Borrower will not create any Lien upon or with respect to any
11 of its properties, or assign any right to receive income, in each case to secure or provide for the
12 payment of any debt of any Person, other than:

13 (i) purchase money liens or purchase money security interests upon or
14 in any property acquired by the Borrower in the ordinary course of business to secure the
15 purchase price or construction cost of such property or to secure indebtedness incurred
16 solely for the purpose of financing the acquisition of such property or construction of
17 improvements on such property;

18
19 (ii) Liens existing on property acquired by the Borrower at the time of
20 its acquisition, *provided* that such Liens were not created in contemplation of such
21 acquisition and do not extend to any assets other than the property so acquired;

22
23 (iii) Liens securing Nonrecourse Indebtedness created for the purpose
24 of financing the acquisition, improvement or construction of the property subject to such
25 Liens;

26
27 (iv) the replacement, extension or renewal of any Lien permitted by
28 clauses (i) through (iii) of this *Section 5.15* upon or in the same property theretofore
29 subject thereto or the replacement, extension or renewal (without increase in the amount
30 or change in the direct or indirect obligor) of the indebtedness secured thereby;

31 (v) Liens upon or with respect to margin stock;

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33 (vi) (a) deposits or pledges to secure payment of workers'
34 compensation, unemployment insurance, old age pensions or other social security; (b)
35 deposits or pledges to secure performance of bids, tenders, contracts (other than contracts
36 for the payment of money) or leases, public or statutory obligations, surety or appeal
37 bonds or other deposits or pledges for purposes of like general nature in the ordinary
38 course of business; (c) Liens for property taxes not delinquent and Liens for taxes which
39 in good faith are being contested or litigated and, to the extent that the Borrower deems
40 necessary, the Borrower shall have set aside on its books adequate reserves with respect
41 thereto; (d) mechanics', carriers', workmen's, repairmen's or other like Liens arising in
42 the ordinary course of business securing obligations which are not overdue for a period of
43 sixty (60) days or more or which are in good faith being contested or litigated and, to the
44 extent that the Borrower deems necessary, the Borrower shall have set aside on its books
45 adequate reserves with respect thereto; and (e) other matters described in Schedule 4.03;
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2 (vii) the Lien of the Borrower's First Mortgage, any other Liens,
3 charges or encumbrances permitted thereunder from time to time, and any other Lien or
4 Liens upon all or any portion of the property or assets which are subject to the Lien of the
5 First Mortgage;

6 (viii) any Liens securing any pollution control revenue bonds, solid
7 waste disposal revenue bonds, industrial development revenue bonds or other taxable or
8 tax-exempt bonds or similar obligations issued by or on behalf of the Borrower from time
9 to time, and any Liens given to secure any refinancing or refunding of any such
10 obligations; and

11 (ix) any other Liens or security interests (other than Liens or security
12 interests described in clauses (i) through (viii) of this *Section 5.15*), if the aggregate
13 principal amount of the indebtedness secured by all such Liens and security interests
14 (without duplication) does not exceed in the aggregate \$50,000,000 at any one time
15 outstanding;

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21 Section 5.16. Employee Benefit Plans. The Borrower will not:

22 (a) engage in any non-exempt "prohibited transaction" within the meaning of
23 §406 of ERISA or §4975 of the Code which could result in a material liability for the Borrower;
24 or

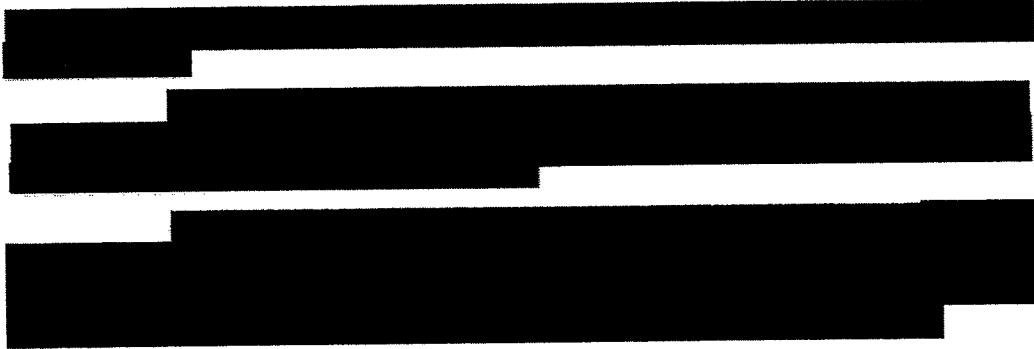
25 (b) permit any Guaranteed Pension Plan sponsored by the Borrower or its
26 ERISA Affiliates to fail to meet the "minimum funding standards" described in §302 and §303
27 of ERISA, whether or not such deficiency is or may be waived; or

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

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

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Section 5.18. Compliance with Anti-Terrorism Regulations. The Borrower shall not:

(a) Violate any Anti-Terrorism Laws or engage in any transaction, investment, undertaking or activity that conceals the identity, source or destination of the proceeds from any category of prohibited offenses designated by the Organization for Economic Co-operation and Development's Financial Action Task Force on Money Laundering.

(b) Use, directly or indirectly, the proceeds of the Loans, or lend, contribute or otherwise make available such proceeds to any subsidiary, joint venture partner or other Person, (x) to fund any activities or business of or with any Person, or in any country or territory, that, is, or whose government is, the subject of Sanctions at the time of such funding, or (y) in any other manner that would result in a violation of Sanctions by any Person (including any Person participating in the Loans, whether as underwriter, advisor, investor, or otherwise).

(c) Deal in, or otherwise engage in any transaction related to, any property or interests in property blocked pursuant to any Anti-Terrorism Law, or (ii) engage in or conspire to engage in any transaction that evades or avoids, or has the purpose of evading or avoiding, or attempt to violate, any of the prohibitions set forth in any Anti-Terrorism Law.

ARTICLE 6 - CONDITIONS PRECEDENT.

Section 6.01. Conditions Precedent to Effectiveness. The effectiveness of this Agreement and the making of Loans pursuant to *Section 2.01* is subject to the following conditions precedent, each of which shall have been met or performed in the reasonable opinion of the Agent:

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

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

(c) Incumbency Certificate. The Borrower shall have provided its incumbency certificate to the Agent dated as of the Effective Date, signed by its duly authorized

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officer, and giving the name and bearing a specimen signature of each individual who shall be authorized: (1) to sign, in the name and on behalf of the Borrower each of the Loan Documents to which it is a party, (2) to make Conversion requests and (3) to give notices and to take other action on its behalf under the Loan Documents.

(d) Borrower's Certificate. The Agent shall have received from the Borrower's executed certificate, dated as of the Effective Date, substantially in the form of Exhibit D.

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

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

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

(h) Note. The Note (if same is requested by the Lender) shall have been duly executed and delivered by the Borrower to [REDACTED] as the sole Lender on the Effective Date.

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

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

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

ARTICLE 7 - EVENTS OF DEFAULT, ACCELERATION, ETC.

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

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

5 (b) the Borrower shall fail to pay any interest on the Loan, any fees or other
6 sums due hereunder or under any of the other Loan Documents, for a period of [REDACTED]
7 [REDACTED] following the date when the same shall become due and payable, whether at the
8 stated date of maturity or any accelerated date of maturity or at any other date fixed for
9 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
15 Documents (other than those specified elsewhere in this *Section 7.01*) for [REDACTED] after
16 Notice of such 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
18 of 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 [REDACTED] 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 [REDACTED] 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
28 waived 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
32 in writing its inability, or be generally unable, to pay its debts as the debts become due, (3)
33 make a general assignment for the benefit of its creditors, (4) commence a voluntary case under
34 the United States Bankruptcy Code (as now or hereafter in effect), (5) file a petition seeking to
35 take advantage of any other law relating to bankruptcy, insolvency, reorganization, winding-up,
36 or composition or adjustment of debts, (6) fail to controvert in a timely and appropriate manner,
37 or acquiesce in writing to, any petition filed against it in an involuntary case under the
38 Bankruptcy Code, or (7) take any corporate action for the purpose of effecting any of the
39 foregoing; or

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

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

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

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

[REDACTED]

ARTICLE 9 - AGENT.

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4 Section 9.01. Appointment and Authority. Each of the Lenders hereby irrevocably
5 appoints [REDACTED] to act on its behalf as the Agent hereunder and under the other Loan
6 Documents and authorizes the Agent to take such actions on its behalf and to exercise such
7 powers as are delegated to the Agent by the terms hereof or thereof, together with such actions
8 and powers as are reasonably incidental thereto. The provisions of this *Article 9* are solely for
9 the benefit of the Agent and the Lenders, and except as otherwise provided herein, the Borrower
10 shall not have rights as a third-party beneficiary of any of such provisions. It is understood and
11 agreed that the use of the term "agent" herein or in any other Loan Documents (or any other
12 similar term) with reference to the Agent is not intended to connote any fiduciary or other
13 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 Section 9.02. Rights as a Lender. The Person serving as the Agent hereunder shall have
17 the same rights and powers when acting in its capacity as a Lender as any other Lender, and may
18 exercise such rights and powers as though it were not the Agent, and the term "Lender" and
19 "Lenders" shall, unless otherwise expressly indicated or unless the context otherwise requires,
20 include the Person serving as the Agent hereunder in its individual capacity. Such Person and its
21 affiliates may accept deposits from, lend money to, own securities of, act as the financial advisor
22 or in any other advisory capacity for, and generally engage in any kind of business with, the
23 Borrower or any Subsidiary or other affiliate thereof as if such Person were not the Agent
24 hereunder and without any duty to account therefor to the Lenders.

Section 9.03. Exculpatory Provisions.

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

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

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34 (ii) shall not have any duty to take any discretionary action or exercise
35 any discretionary powers, except discretionary rights and powers expressly contemplated
36 hereby or by the other Loan Documents that the Agent is required to exercise as directed
37 in writing by the Majority Lenders (or such other number or percentage of the Lenders as
38 shall be expressly provided for herein or in the other Loan Documents); *provided* that the
39 Agent shall not be required to take any action that, in its opinion or the opinion of its
40 counsel, may expose the Agent to liability or that is contrary to any Loan Document or
41 applicable law, including for the avoidance of doubt any action that may be in violation
42 of the automatic stay under any Insolvency Proceedings or that may effect a forfeiture,
43 modification or termination of property of a Defaulting Lender in violation of any
44 Insolvency Proceedings; and
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2 Rata Share and any provision of the Loan Documents that requires action by all of the Lenders
3 may not be amended without the written consent of all of the Lenders and (c) *Article 9* may not
4 be amended without the written consent of the Agent. No waiver shall extend to or affect any
5 obligation not expressly waived or impair any right consequent thereon. No course of dealing or
6 delay or omission on the part of the Agent or any Lender in exercising any right shall operate as
7 a waiver thereof or otherwise be prejudicial thereto. No notice to or demand upon the Borrower
8 shall entitle the Borrower to other or further notice or demand in similar or other circumstances.

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

24 (i) if to Borrower, at 700 Universe Boulevard, Juno Beach, Florida 33408-8801,
25 Attention: Treasurer (and for purposes of Notices which can be provided, or
26 confirmed, telephonically or by facsimile as specified in *Article 2*, Telephone No.
27 (561) 694-6204, Facsimile No. (561) 694-3707), or at such other address for
28 Notice as Borrower shall last have furnished in writing to the Person giving the
29 Notice;

30 (ii) if to the Agent, at [REDACTED]
31 [REDACTED] Attention: [REDACTED]
32 which can be provided, or confirmed, telephonically or by facsimile as specified
33 in *Article 2*, Telephone No. [REDACTED] Facsimile No. [REDACTED] or
34 such other address for Notice as the Agent shall last have furnished in writing to
35 the Person giving the Notice;
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37 (iii) if to any Lender, at such Person's address set forth on *Schedule I*, or such other
38 address for Notice as such Person shall have last furnished in writing to the
39 Person giving the Notice.
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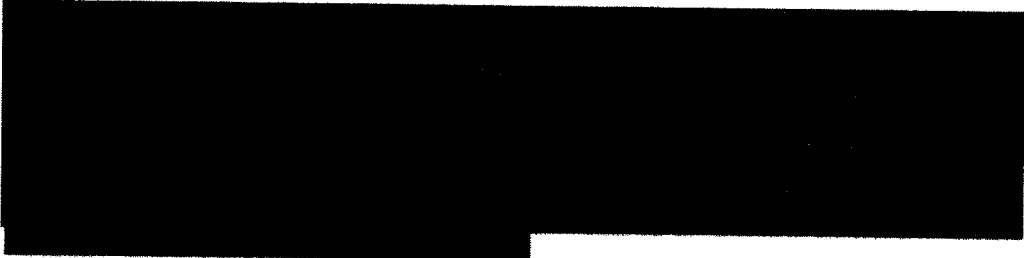
41 (b) So long as [REDACTED] or any of its affiliates is the Agent, materials
42 required to be delivered pursuant to *Section 5.04(a), (b), (c) and (d)* and *Section 5.05* shall be
43 delivered to the Agent in an electronic medium in a format acceptable to the Agent and the
44 Lenders by email at: [REDACTED] or such other address as the Agent may notify the
45 Borrower from time to time). The Borrower agrees that the Agent may make such materials, as
46 well as any other written information, documents, instruments and other material relating to the
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2 Borrower, any of its Subsidiaries or any other materials or matters relating to this Agreement,
3 any Notes as may be issued hereunder or any of the transactions contemplated hereby
4 (collectively, the "Communications") available to the Lenders by posting such notices on
5 DebtDomain or a substantially similar electronic system (the "Platform"). The Borrower
6 acknowledges that (i) the distribution of material through an electronic medium is not necessarily
7 secure and that there are confidentiality and other risks associated with such distribution, (ii) the
8 Platform is provided "as is" and "as available" and (iii) neither the Agent nor any of its affiliates
9 warrants the accuracy, adequacy or completeness of the Communications or the Platform and
10 each expressly disclaims liability for errors or omissions in the Communications or the Platform.
11 No warranty of any kind, express, implied or statutory, including, without limitation, any
12 warranty of merchantability, fitness for a particular purpose, non-infringement of third party
13 rights or freedom from viruses or other code defects, is made by the Agent or any of its affiliates
14 in connection with the Platform. The Agent shall not be liable (except to the extent that such
15 liability arises out of the gross negligence, bad faith or willful misconduct of the Agent or its
16 Related Parties) for any damages arising from the use by unintended recipients of any
17 information or other materials distributed by the Agent, pursuant to this *Section 10.02(b)* or
18 *Section 10.02(c)* through telecommunications, electronic or other information transmission
19 systems in connection with this Agreement or the other Loan Documents or the transactions
20 contemplated hereby or thereby.

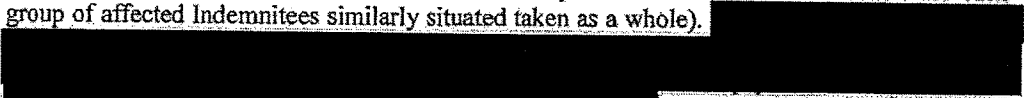
21 (c) Each Lender agrees that Notice to it (as provided in the next sentence) (a
22 "Communication Notice") specifying that any Communications have been posted to the Platform
23 shall constitute effective delivery of such information, documents or other materials to such
24 Lender for purposes of this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

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32 Section 10.03. Expenses. The Borrower agrees to pay promptly following receipt of
33 written invoices describing in reasonable detail (a) the reasonable fees, expenses and
34 disbursements of the Agent's external counsel incurred in connection with the administration or
35 interpretation of the Loan Documents and other instruments mentioned herein, the negotiation of
36 this Agreement and the closing hereunder, and amendments, modifications, approvals, consents
37 or waivers hereto or hereunder, (b) the reasonable fees, expenses and disbursements of the Agent
38 in connection with the administration or interpretation of the Loan Documents and other
39 instruments mentioned herein, and
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Section 10.04. Indemnification. The Borrower agrees to indemnify and hold harmless the Agent, the Lenders and their respective officers, affiliates, directors, employees, agents and advisors (each, an "Indemnitee") from and against any and all claims, actions and suits by a third party (which third party may, for these purposes, include the Agent or a Lender) (collectively, "Actions"), whether groundless or otherwise, and from and against any and all liabilities, losses, damages and expenses payable by any Indemnitee to any third party (which third party may, for these purposes, include the Agent or a Lender) (collectively, "Liabilities") of every nature and character incurred by or awarded against any such Indemnitee (including the reasonable fees and expenses of counsel), in each case arising out of this Agreement or any of the other Loan Documents or the transactions contemplated hereby including, without limitation, (a) any actual or proposed use by the Borrower of the proceeds of the Loans, or (b) the Borrower entering into or performing this Agreement or any of the other Loan Documents; *provided* that the liabilities, losses, damages and expenses indemnified pursuant to this *Section 10.04* shall not include any liabilities, losses, damages and expenses in respect of any taxes, levies, imposts, deductions, charges or withholdings, indemnification for which is provided on the basis, and to the extent, specified in *Section 3.09*; and *provided further*, that such indemnity shall not be available as to any Indemnitee, to the extent that such liabilities, losses, damages and expenses arise out of the gross negligence, bad faith or willful misconduct of such Indemnitee or any of its Related Parties. In the event that an Indemnitee shall become subject to any Action or Liability with respect to any matter for which indemnification may apply pursuant to this *Section 10.04* (an "Indemnity Claim"), such Indemnitee shall give Notice of such Indemnity Claim to the Borrower by telephone at (561) 694-6204 and also in accordance with the written Notice requirements in *Section 10.02*. Such Indemnitee may retain counsel and conduct the defense of such Indemnity Claim, as it may in its sole discretion deem proper, at the sole cost and expense of the Borrower. So long as no Default shall have occurred and be continuing hereunder, no Indemnitee shall compromise or settle any claim without the prior written consent of the Borrower, which consent shall not unreasonably be withheld or delayed (*provided* that the Borrower shall only be responsible for the reasonable fees and expenses of one counsel for all Indemnitees taken as a whole unless any actual or potential conflict of interest between such Indemnitees makes it inappropriate for one counsel to represent all such Indemnitees, in which event the Borrower shall be responsible for the reasonable fees and expenses of one additional counsel for each group of affected Indemnitees similarly situated taken as a whole).



In the case of an investigation, litigation or other proceeding to which the indemnity in this *Section 10.04* applies, such indemnity shall be effective whether or not the affected Indemnitee is a party thereto and whether or not the transactions contemplated hereby are consummated. Each Party also agrees

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not to assert any claim against any other Party or any of its respective affiliates, or any of its respective directors, officers, employees, attorneys and agents, on any theory of liability, for special, indirect, consequential or punitive damages arising out of or otherwise relating to this Agreement, any Notes as may be issued hereunder, any other Loan Document, any of the transactions contemplated herein or the actual or proposed use of the proceeds of the Loans (*provided* that the foregoing shall not preclude any Indemnitee from seeking to recover the preceding types of damages from the Borrower to the extent the same are specifically payable by such Indemnitee to any third party).

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Section 10.05. Survival of Covenants. All covenants, agreements representations and warranties made herein, in the Notes, in any of the other Loan Documents or in any documents or other papers delivered by or on behalf of the Borrower pursuant hereto shall be deemed to have been relied upon by the Agent and the Lenders, notwithstanding any investigation heretofore or hereafter made by any of them, and shall survive the making by the Lenders of the Loans, as herein contemplated, and shall continue in full force and effect so long as any amount due under this Agreement, the Notes, or any of the other Loan Documents remains outstanding. All statements contained in any certificate or other paper delivered to the Agent or any Lender at any time by or on behalf of the Borrower pursuant hereto or in connection with the transactions contemplated hereby shall constitute representations and warranties by the Borrower hereunder.

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Section 10.06. Assignment and Participations.

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

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

(i) Minimum Amounts. The principal outstanding balance of the Loans in of the assigning Lender subject to each such assignment (determined as of the

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date the Assignment and Assumption, made pursuant to an Assignment and Assumption Agreement in the form of Exhibit G hereto (the "Assignment and Assumption Agreement"), with respect to such assignment is delivered to the Agent or, if "Trade Date" is specified in the Assignment and Assumption Agreement, as of the Trade Date) shall not be less than US [REDACTED] unless each of the Agent and, so long as no Event of Default has occurred and is continuing, the Borrower otherwise consents.

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

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

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

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

(iv) Assignment and Assumption. The parties to each assignment shall execute and deliver to the Agent an Assignment and Assumption Agreement, together with a processing and recordation fee of [REDACTED] provided that the Agent may, in its sole discretion, elect to waive such processing and recordation fee in the case of any assignment. The assignee, if it is not a Lender, shall deliver to the Agent an Administrative Questionnaire.

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


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

(vii) Certain Additional Payments. In connection with any assignment of rights and obligations of any Defaulting Lender hereunder, no such assignment shall be effective unless and until, in addition to the other conditions thereto set forth herein,

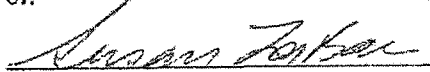
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IN WITNESS WHEREOF, the undersigned have duly executed this Agreement as a sealed instrument as of the date first set forth above.

FLORIDA POWER & LIGHT
COMPANY, as the Borrower

By: 
Paul I. Cutler
Treasurer

Signed by Florida Power and Light Company
by Paul I. Cutler, its Treasurer, in the presence
of:


Signature of Witness

SUSAN LABIAK
Print Name

Address: Beijing, China

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██████████ as Administrative Agent
and Lender

By: ██████████

Name: ██████████
Title: ██████████

STATE OF [New York])
COUNTY OF [New York]) ss.

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

IN WITNESS WHEREOF, I have hereto set my hand and official seal at New York, New York, this 23rd day of November 2015

CLAYTON COHEN
Notary Public, State of New York
No. 01CO6313042
My Commission Expires 10-14-2018

Clayton Cohen
Notary Public

My Commission Expires: 10-14-2018

By: _____
Name: Clayton Cohen
Title: Notary Public

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**SCHEDULE I
TO TERM LOAN AGREEMENT**

LENDERS

<p>[REDACTED]</p> <p><u>Lending Office and Address for Notices for all Loans:</u></p> <p>[REDACTED]</p> <p><u>Telecopier No.:</u> [REDACTED]</p> <p><u>Email:</u> [REDACTED]</p> <p>With copies to:</p> <p>[REDACTED]</p> <p><u>Attention:</u> [REDACTED]</p> <p><u>Telecopier No:</u> [REDACTED]</p> <p><u>Telephone No:</u> [REDACTED]</p> <p><u>Email:</u> [REDACTED]</p>	<p>\$200,000,000</p>
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EXHIBIT A TO AGREEMENT

[Form of Borrowing Notice]

BORROWING NOTICE

November 24, 2015

[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
Attention: [REDACTED]
Telephone No.: [REDACTED]

Ladies and Gentlemen:

The undersigned, FLORIDA POWER & LIGHT COMPANY, a Florida corporation (the "Borrower"), refers to the Term Loan Agreement, dated as of November 24, 2015 (as amended or modified from time to time, the "Loan Agreement", the terms defined therein being used herein as therein defined), among the undersigned, the Lenders party thereto and [REDACTED] as Administrative Agent (the "Agent") and Lender, and hereby requests a borrowing of a Loan under the Agreement, and in that connection sets forth below the information relating to the borrowing (the "Proposed Borrowing") as required by *Section 2.02(a)* of the Agreement.

- (i) The Business Day of the Proposed Borrowing is November 30, 2015.
- (ii) The Proposed Borrowing is a Eurodollar Rate Loan with an initial Interest Period of one (1) month.
- (iii) The aggregate amount of the Proposed Borrowing is US\$200,000,000.

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

- (A) No Default shall have occurred and be continuing or will occur upon the making of the Loan, and
- (B) Each of the representations and warranties contained in the Agreement, the other Loan Documents or in any document or instrument delivered pursuant to or in connection with the Agreement will be true in all material respects as of the time of the making of the Loan with the same effect as if made at and as of that time (except to the extent that such representations and warranties relate expressly to an earlier date).

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

Name of Bank:
Street Address of Bank:
City/State/ZIP of Bank:
ABA Number of Bank:
SWIFT:
Name of Account:
Account Number at Bank:



[SIGNATURE APPEARS ON THE FOLLOWING PAGE]

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Very truly yours,

**FLORIDA POWER & LIGHT
COMPANY**

By: _____
Name:
Title:

[EPL.  - Term Loan - Signature Page - Borrowing Notice]

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EXHIBIT B TO AGREEMENT

[Form of Note]

NOTE

\$200,000,000

Dated: November 24, 2015

FOR VALUE RECEIVED, the undersigned, FLORIDA POWER & LIGHT COMPANY, a Florida corporation (hereinafter, together with its successors in title and assigns, called "Borrower"), by this promissory note (hereinafter called "this Note"), absolutely and unconditionally promises to pay to the order of [REDACTED] (hereinafter, together with its successors in title and permitted assigns, called the "Lender"), the principal sum of TWO HUNDRED MILLION DOLLARS AND NO/100 DOLLARS (\$200,000,000), or the aggregate unpaid principal amount of the Loan evidenced by this Note made by Lender to Borrower pursuant to the Agreement (as hereinafter defined), whichever is less, on the Maturity Date (as defined in the Agreement), and to pay interest on the principal sum outstanding hereunder from time to time from the Effective Date until the said principal sum or the unpaid portion thereof shall have been paid in full.

The unpaid principal (not at the time overdue) of this Note shall bear interest at the annual rate from time to time in effect under the Agreement referred to below (the "Applicable Rate"). Accrued interest on the unpaid principal under this Note shall be payable on the dates, and in the manner, specified in the Agreement.

On the Maturity Date there shall become absolutely due and payable by Borrower hereunder, and Borrower hereby promises to pay to the Holder (as hereinafter defined) hereof, the balance (if any) of the principal hereof then remaining unpaid, all of the unpaid interest accrued hereon and all (if any) other amounts payable on or in respect of this Note or the indebtedness evidenced hereby.

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

Each payment of principal, interest or other sum payable on or in respect of this Note or the indebtedness evidenced hereby shall be made by Borrower directly to Lender at Lender's office, as provided in the Agreement, for the account of the Holder, not later than 2:00 p.m., New York, New York time, on the due date of such payment. All payments on or in respect of this Note or the indebtedness evidenced hereby shall be made without set-off or counterclaim and free and clear of and without any deduction of any kind for any taxes, levies, fees, deductions withholdings, restrictions or conditions of any nature, except as expressly set forth in Section 3.10 and Section 8.02 of the Agreement.

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

This Note is made and delivered by the Borrower to the Lender pursuant to that certain Term Loan Agreement, dated as of November 24, 2015, by among the Borrower, the lenders party thereto, and [REDACTED] as Administrative Agent and Lender (such agreement, as originally executed, or, if varied or supplemented or amended and restated from time to time hereafter, as so varied or supplemented or amended and restated, called the "Agreement"). This Note evidences the obligations of Borrower (a) to repay the principal amount of the Loan made by Lender to Borrower under the Agreement, (b) to pay interest, as provided in the Agreement on the principal amount hereof remaining unpaid from time to time, and (c) to pay other amounts which may become due and payable hereunder as provided herein and in the Agreement.

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

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

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

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

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

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IN WITNESS WHEREOF, this Note has been duly executed by the undersigned, **FLORIDA POWER & LIGHT COMPANY**, on the day and in the year first above written.

**FLORIDA POWER & LIGHT
COMPANY**

By: _____
Paul I. Cutler
Treasurer

Signed by Florida Power and Light Company
by Paul. I. Cutler, its Treasurer, in the presence
of:

Signature of Witness

Print Name

Address: _____

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EXHIBIT C TO AGREEMENT

[Form of Interest Rate Notice]

INTEREST RATE NOTICE

[Date]

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

Ladies and Gentlemen:

Pursuant to *Section 2.06* of that certain Term Loan Agreement, dated as of November 24, 2015 (as amended or modified from time to time, the "Loan Agreement", the terms defined therein being used herein as therein defined), among the undersigned, the Lenders party thereto and [Redacted] as Administrative Agent and Lender, the Borrower hereby gives you irrevocable notice of its request to Convert the Loan(s) and/or Interest Periods currently under effect under the Loan Agreement as follows *[select from the following as applicable]*:

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

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

[SIGNATURE APPEARS ON FOLLOWING PAGE]

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Very truly yours,

**FLORIDA POWER & LIGHT
COMPANY**

By: _____
Name:
Title:

[FPL/ [REDACTED] Term Loan - Signature Page - Interest Rate Notice]

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EXHIBIT D TO AGREEMENT

Form of Borrower's Certificate

* * *

CERTIFICATE OF

FLORIDA POWER & LIGHT COMPANY

November 24, 2015

This Certificate is given pursuant to that certain Term Loan Agreement between Florida Power & Light Company (the "Borrower") the Lenders party thereto and [REDACTED] as Administrative Agent (the "Agent") and Lender, dated as of November 24, 2015 (the "Loan Agreement"). Each initially capitalized term which is used and not otherwise defined in this Certificate shall have the meaning specified for such term in the Loan Agreement. This Certificate is delivered in satisfaction of the conditions precedent set forth in *Section 6.01* of the Loan Agreement.

1. The Borrower hereby provides notice to the Agent that November 24, 2015 is hereby deemed to be the Effective Date.
2. The Borrower hereby certifies to the Agent that as of the Effective Date, except in respect of the matters described in *Schedule 4.04* of the Loan Agreement, there has been no material adverse change in the business or financial condition of any of the Borrower or any of its Subsidiaries taken as a whole from that set forth in the financial statements included in the Borrower's annual report on Form 10-K referred to in *Section 4.04* of the Loan Agreement. This representation and warranty is made only as of the Effective Date and shall not be deemed made or remade on or as of any subsequent date notwithstanding anything contained in the Loan Agreement, the other Loan Documents or in any document or instrument delivered pursuant to or in connection with the Loan Agreement.
3. The Borrower hereby further certifies that as of the Effective Date, the representations and warranties of the Borrower contained in the Loan Agreement are true and correct in all material respects (except to the extent that such representations and warranties expressly relate to an earlier date) and there exists no Default.

[SIGNATURE APPEARS ON THE NEXT PAGE]

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

**FLORIDA POWER & LIGHT
COMPANY**

By: _____
Paul I. Cutler
Treasurer

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EXHIBIT E TO AGREEMENT
[Form of Opinion of Borrower's Counsel]

November 24, 2015

[REDACTED]
[REDACTED]
[REDACTED]
Attention: [REDACTED]
Telephone No.: [REDACTED]

Re: Florida Power & Light Company \$200,000,000 Term Loan Agreement

Ladies and Gentlemen:

This opinion is furnished to you pursuant to *Section 6.01(e)* of that certain Term Loan Agreement, dated as of November 24, 2015 (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

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SCHEDULE I

TO

OPINION OF SQUIRE PATTON BOGGS (US) LLP

List of Operative Documents

- (a) Term Loan Agreement, dated as of November 24, 2015 (the "Agreement"), by and among Borrower, the lenders party thereto from time to time, and [REDACTED] as Administrative Agent and Lender.
- (b) Note, dated as of November 24, 2015, made by Borrower and payable to the order of [REDACTED] in a principal amount of \$200,000,000.
- (c) Borrower's Certificate, dated as of November 24, 2015.

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**EXHIBIT F-1
U.S. TAX COMPLIANCE CERTIFICATE**

(For Foreign Lenders That Are Not Partnerships for U.S. Federal Income Tax Purposes)

Reference is hereby made to that certain Term Loan Agreement, dated as of November 24, 2015 (the "Loan Agreement"), between Florida Power & Light Company (as the "Borrower"), the Lenders party thereto and [REDACTED] as Administrative Agent and Lender (the "Agent").

Pursuant to the provisions of Section 3.10 of the Loan Agreement, the undersigned hereby certifies that (i) it is the sole record and beneficial owner of the Loan(s) in respect of which it is providing this certificate, (ii) it is not a bank within the meaning of Section 881(c)(3)(A) of the Code, (iii) it is not a ten percent shareholder of the Borrower within the meaning of Section 871(h)(3)(B) of the Code and (iv) it is not a controlled foreign corporation related to the Borrower as described in Section 881(c)(3)(C) of the Code.

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

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

[NAME OF LENDER]

By: _____
Name: _____
Title: _____

Date: _____, 20[]

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**EXHIBIT F-2
U.S. TAX COMPLIANCE CERTIFICATE**

**(For Foreign Participants
That Are Not Partnerships for U.S. Federal Income Tax Purposes)**

Reference is hereby made to that certain Term Loan Agreement, dated as of November 24, 2015 (the "Loan Agreement"), between Florida Power & Light Company (as the "Borrower"), the Lenders party thereto and [REDACTED] as Administrative Agent and Lender (the "Agent").

Pursuant to the provisions of Section 3.10 of the Loan Agreement, the undersigned hereby certifies that (i) it is the sole record and beneficial owner of the participation in respect of which it is providing this certificate, (ii) it is not a bank within the meaning of Section 881(c)(3)(A) of the Code, (iii) it is not a ten percent shareholder of the Borrower within the meaning of Section 871(h)(3)(B) of the Code, and (iv) it is not a controlled foreign corporation related to the Borrower as described in Section 881(c)(3)(C) of the Code.

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

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

[NAME OF PARTICIPANT]

By: _____

Name:

Title:

Date: _____, 20[]

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EXHIBIT F-3
U.S. TAX COMPLIANCE CERTIFICATE

(For Foreign Participants That Are Partnerships for U.S. Federal Income Tax Purposes)

Reference is hereby made to that certain Term Loan Agreement, dated as of November 24, 2015 (the "Loan Agreement"), between Florida Power & Light Company (as the "Borrower"), the Lenders party thereto and [REDACTED] as Administrative Agent and Lender (the "Agent").

Pursuant to the provisions of Section 3.10 of the Loan Agreement, the undersigned hereby certifies that (i) it is the sole record owner of the participation in respect of which it is providing this certificate, (ii) its direct or indirect partners/members are the sole beneficial owners of such participation, (iii) with respect such participation, neither the undersigned nor any of its direct or indirect partners/members is a bank extending credit pursuant to a loan agreement entered into in the ordinary course of its trade or business within the meaning of Section 881(c)(3)(A) of the Code, (iv) none of its direct or indirect partners/members is a ten percent shareholder of the Borrower within the meaning of Section 871(h)(3)(B) of the Code and (v) none of its direct or indirect partners/members is a controlled foreign corporation related to the Borrower as described in Section 881(c)(3)(C) of the Code.

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

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

[NAME OF PARTICIPANT]

By: _____
Name:
Title:

Date: _____, 20[]

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EXHIBIT F-4
U.S. TAX COMPLIANCE CERTIFICATE

(For Foreign Lenders That Are Partnerships for U.S. Federal Income Tax Purposes)

Reference is hereby made to that certain Term Loan Agreement, dated as of November 24, 2015 (the "Loan Agreement"), between Florida Power & Light Company (as the "Borrower"), the Lenders party thereto and [REDACTED] as Administrative Agent and Lender (the "Agent").

Pursuant to the provisions of Section 3.10 of the Loan Agreement, the undersigned hereby certifies that (i) it is the sole record owner of the Loan(s) in respect of which it is providing this certificate, (ii) its direct or indirect partners/members are the sole beneficial owners of such Loan(s), (iii) with respect to the extension of credit pursuant to this Loan Agreement or any other Loan Document, neither the undersigned nor any of its direct or indirect partners/members is a bank extending credit pursuant to a loan agreement entered into in the ordinary course of its trade or business within the meaning of Section 881(c)(3)(A) of the Code, (iv) none of its direct or indirect partners/members is a ten percent shareholder of the Borrower within the meaning of Section 871(h)(3)(B) of the Code and (v) none of its direct or indirect partners/members is a controlled foreign corporation related to the Borrower as described in Section 881(c)(3)(C) of the Code.

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

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

[NAME OF LENDER]

By: _____

Name:

Title:

Date: _____, 20[]

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EXHIBIT G
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:** _____ as administrative agent under the Loan Agreement
- 5. **Loan Agreement:** Term Loan Agreement, dated as of November 24, 2015, among the Borrower, the lenders party thereto from time to time, and the Administrative Agent

¹ Select as applicable.

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[Consented to and]³ Accepted:
[REDACTED] as Administrative Agent

By: _____
Name:
Title:

[Consented to:
FLORIDA POWER & LIGHT COMPANY

By: _____
Name:
Title:]⁴

³ To be included only if the consent of the Administrative Agent is required by the terms of the Credit Agreement.
⁴ To be included only if the consent of the Borrower is required by the terms of the Credit Agreement.

CONFIDENTIAL

Term Loan #2

Page 1 of 99

EXECUTION VERSION

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TERM LOAN AGREEMENT
\$100,000,000 TERM LOAN FACILITY

BETWEEN

FLORIDA POWER & LIGHT COMPANY, AS BORROWER

AND

[REDACTED]
AS LENDER AND ADMINISTRATIVE AGENT

DATED AS OF NOVEMBER 24, 2015

TERM LOAN AGREEMENT

1
2
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4 This **TERM LOAN AGREEMENT**, dated as of November 24, 2015, is by and among
5 **FLORIDA POWER & LIGHT COMPANY**, a Florida corporation (the "Borrower"), the
6 lending institutions from time to time listed on Schedule I hereto (the "Lender" or "Lenders"), and
7 [REDACTED] acting in its capacity as Administrative Agent for
8 the Lenders (together with its successors and assigns in such capacity, the "Agent") (the
9 Borrower, the Lenders and the Agent are hereinafter sometimes referred to collectively as the
10 "Parties" and individually as a "Party").
11

12
13 **WITNESSETH:**
14

15 **WHEREAS**, the Borrower has requested that the Lenders agree to make available to the
16 Borrower a One Hundred Million United States Dollars (\$100,000,000) term loan facility; and
17

18 **WHEREAS**, the Lenders are willing to do so, on the terms and conditions hereof.
19

20 **NOW, THEREFORE**, in consideration of the foregoing premises and the mutual
21 covenants and agreements set forth herein, the receipt and sufficiency of which are hereby
22 acknowledged, the Parties hereto hereby agree as follows:
23

24 **ARTICLE 1 - DEFINITIONS AND RULES OF INTERPRETATION.**
25

26 Section 1.01. Definitions. The following terms shall have the meanings set forth in this
27 *Section 1.01* or elsewhere in the provisions of this Agreement referred to below:
28

29 "Acceleration Notice" has the meaning specified in *Section 7.02*.
30

31 "Actions" has the meaning specified in *Section 10.04*.
32

33 "Agent" has the meaning given such term in the Preamble.
34

35 "Agreement" means this Term Loan Agreement, including the Schedules and Exhibits
36 hereto.

37 "Anti-Corruption Law" means any Requirement of Law concerning or relating to bribery
38 or corruption.
39

40 "Anti-Terrorism Law" means any Requirement of Law related to money laundering or
41 financing terrorism including the Uniting and Strengthening America by Providing Appropriate
42 Tools Required to Intercept and Obstruct Terrorism Act of 2001 (Title III of Pub. L. 107-56) (the
43 "USA PATRIOT Act"), The Currency and Foreign Transactions Reporting Act (31 U.S.C. §§
44 5311-5330 and 12 U.S.C. §§ 1818(s), 1820(b) and 1951-1959) (also known as the "Bank Secrecy
45 Act"), the Trading With the Enemy Act (50 U.S.C. § 1 et seq.) and Executive Order 13224
46 (effective September 24, 2001).
47
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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
4 “Assignment and Assumption Agreement” has the meaning assigned to such term in
5 *Section 10.06(b)*.



13
14 “Base Rate Loan” means all or any portion of any Loan bearing interest calculated by
15 reference to the Base Rate.

16 “Borrower” has the meaning given such term in the preamble hereto.

17
18 “Borrowing” means the drawing down by the Borrower of a Loan or Loans from the
19 Lenders on the Borrowing Date.

20
21 “Borrowing Date” means the date on which the Loans are made or to be made, which
22 shall be November 30, 2015.

23
24 “Business Day” means any day other than (a) Saturday or Sunday, or (b) a day on which
25 banking institutions in New York City, New York are required or authorized to close (*provided*
26 that no day shall be deemed to be a Business Day with respect to any Eurodollar Rate Loan
27 unless such day is also a Eurodollar Business Day).

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

31
32 “Change in Law” means the occurrence, after the Effective Date, of any of the following:
33 (a) the adoption or taking effect of any law, rule, regulation or treaty, (b) any change in any law,
34 rule, regulation or treaty or in the administration, interpretation, implementation or application
35 thereof by any Governmental Authority or (c) the making or issuance of any request, rule,
36 guideline or directive (whether or not having the force of law) by any Governmental Authority;
37 *provided* that notwithstanding anything herein to the contrary, for the purposes of the increased
38 cost provisions in *Section 3.06* or *Section 3.07*, any changes with respect to capital adequacy or
39 liquidity which result from (i) all requests, rules, guidelines or directives under or issued in
40 connection with the Dodd-Frank Wall Street Reform and Consumer Protection Act (the
41 “Dodd-Frank Act”) and (ii) all requests, rules, guidelines or directives promulgated by the Bank
42 for International Settlements, the Basel Committee on Banking Supervision (or any successor or
43 similar authority) or the United States of America or foreign regulatory authorities, in each case
44 pursuant to “Basel III” (meaning the comprehensive set of reform measures developed (and
45 designated as “Basel III” in September 2010) by the Basel Committee on Banking Supervision,
46 to strengthen the regulation, supervision and risk management of the banking sector), shall in
47 each case be deemed to be a “Change in Law” as to which the affected Lender is entitled to
48

1 compensation to the extent such request, rule, guideline or directive is either (1) enacted,
2 adopted or issued after the Effective Date (but regardless of the date the applicable provision of
3 the Dodd-Frank Act or Basel III to which such request, rule, guideline or directive relates was
4 enacted, adopted or issued) or (2) enacted, adopted or issued prior to the Effective Date but either
5 (A) does not require compliance therewith, or (B) which is not fully implemented until after the
6 Effective Date and which entails increased cost related thereto that cannot be reasonably
7 determined as of the Effective Date.
8

9 [REDACTED]

10 [REDACTED]

11 [REDACTED]

12 [REDACTED]

13 [REDACTED]

14 [REDACTED]

15 [REDACTED]

1 more of the preceding clauses (a) through (d) shall be conclusive and binding absent manifest
2 error, and such Lender shall be deemed to be a Defaulting Lender (subject to *Section 3.11(b)*)
3 upon the Agent's delivery of Notice of such determination to the Borrower and each Lender.
4

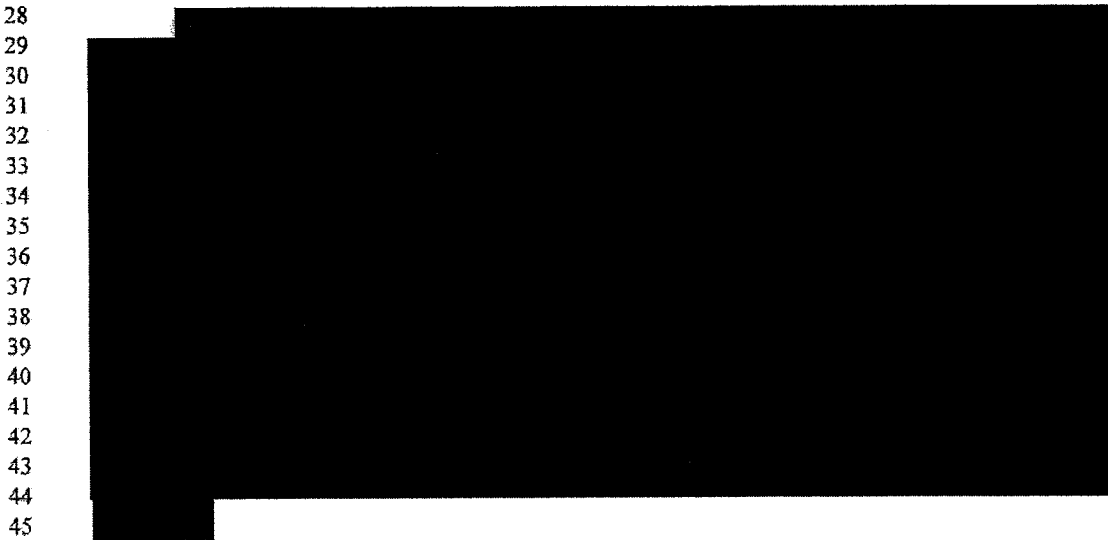
5 "Dollars" or "\$" means United States dollars or such currency of the United States of
6 America shall be legal tender for the payment of public and private debts in the United States of
7 America.
8

9 "Domestic Lending Office" means, initially, the office of each Lender designated as such
10 in *Schedule I*; thereafter, such other office of such Lender, if any, located within the United
11 States that will be making or maintaining any Base Rate Loan as designated by a Lender in
12 Notice to the Borrower and the Agent.
13

14 "Effective Date" means the date on which all of the conditions precedent set forth in
15 *Section 6.01* have been satisfied or waived, which is November 24, 2015.
16

17 "Eligible Assignee" means (i) any Lender or an affiliate of any Lender (in either instance,
18 unless the relevant Lender is a Defaulting Lender at the time any such assignment is proposed),
19 and (ii) any other Person that is approved by the Agent and, unless an Event of Default has
20 occurred and is continuing at the time any such assignment is effected in accordance with the
21 provisions of *Section 10.06(b)*, the Borrower, each of the foregoing approvals not to be
22 unreasonably withheld or delayed; *provided however*, that neither the Borrower nor any affiliate
23 of the Borrower shall qualify as an Eligible Assignee.
24

25 "Employee Benefit Plan" means any employee benefit plan within the meaning of
26 Section 3(3) of ERISA maintained or contributed to by the Borrower or any ERISA Affiliate,
27 other than a Multiemployer Plan.
28



1 “First Mortgage” means Borrower’s Mortgage and Deed of Trust, dated as of January
2 1944, as supplemented and amended from time to time.

3
4 “Fitch” means Fitch Ratings.

5
6 “Foreign Lender” means a Lender that is not a U.S. Person.

7
8 “FPSC Financing Order” means the Final Order Granting the Borrower Approval for
9 Authority to Issue and Sell Securities issued by the Florida Public Service Commission on
10 November 10, 2014, as Order No. PSC-14-0656-FOF-EI, and each successive order of the
11 Florida Public Service Commission granting authority to the Borrower to issue and sell
12 securities, as applicable.

13 [REDACTED]
14 [REDACTED]
15 [REDACTED]
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[REDACTED]

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

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

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

“Immediately Available Funds” means funds with good value on the day and in the city in which payment is received.

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

“Indemnitee” has the meaning specified in *Section 10.04*.

“Indemnity Claim” has the meaning specified in *Section 10.04*.

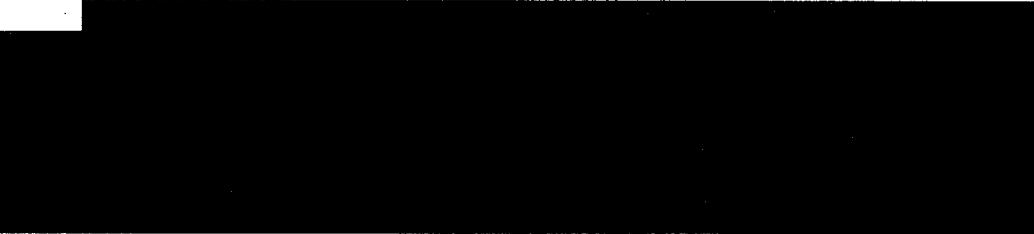
1 “Lien” means any mortgage, pledge, lien, security interest or other charge or
2 encumbrance with respect to any present or future assets of the Person referred to in the context
3 in which the term is used.

4
5 “Loan” means the aggregate principal amount advanced by each Lender as a Loan or
6 Loans to the Borrower under *Section 2.01*.

7
8 “Loan Documents” means this Agreement, any Note or certificate or other document
9 delivered in connection herewith or therewith.

10
11 “Loans” means the aggregate principal amount of the Loans of all Lenders Outstanding at
12 the time referred to in the context in which the term is used.

13
14 “Majority Lenders” means Lenders having more than fifty percent (50%) of the sum of
15 the aggregate unpaid principal amount of the Loans.



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24 “Maturity Date” means November 23, 2018.

25
26 “Moody’s” means Moody’s Investors Service, Inc.

27
28 “Multiemployer Plan” means any multiemployer plan within the meaning of Section
29 3(37) of ERISA to which the Borrower or any ERISA Affiliate contributes or has an obligation
30 to contribute or has within any of the preceding five plan years contributed or had an obligation
31 to contribute.

32
33 “NextEra Energy” means NextEra Energy, Inc., a Florida corporation.

34
35 “Non-Defaulting Lenders” means, at any particular time, each Lender that is not a
36 Defaulting Lender at such time.

37
38 “Nonrecourse Indebtedness” has the meaning specified in *Section 5.17*.

39
40 “Note” means the promissory note provided for by *Section 2.03(b)*, including (as
41 applicable) all amendments thereto and restatements thereof and all promissory notes delivered
42 in substitution or exchange therefor (including any amended and restated note issued pursuant to
43 this Agreement).

44
45 “Notice” has the meaning specified in *Section 10.02*.

1 “Recipient” means the Agent and any Lender.

2
3 “Register” has the meaning specified in *Section 10.06(c)*.

4
5 “Regulations A, D, U and X” means, respectively, Regulations A, D, U and X of the
6 Federal Reserve Board (or any successor).

7
8 “Regulatory Change” means, with respect to any Lender, any change after the date of this
9 Agreement in Federal, state or foreign law or regulations (including, without limitation,
10 Regulation D) or the adoption, making or change in after such date of any interpretation,
11 directive or request applying to a class of banks including such Lender of or under any Federal,
12 state or foreign law or regulations (whether or not having the force of law and whether or not the
13 failure to comply therewith would be unlawful) by any court or governmental or monetary
14 authority charged with the interpretation or administration thereof.

15
16 “Related Parties” means, with respect to any Person, such Person’s affiliates and the
17 partners, directors, officers, employees, agents, trustees, administrators, managers, advisors and
18 representatives of such Person and of such Person’s affiliates.

19 “Removal Effective Date” has the meaning specified in *Section 9.07(b)*.

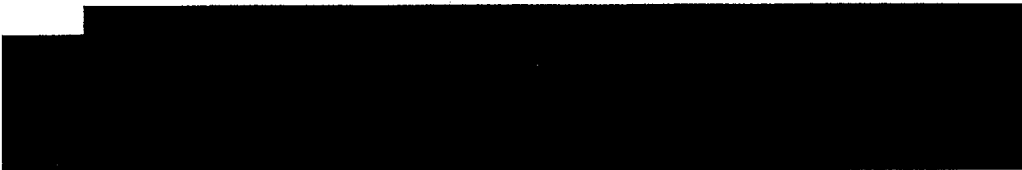
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21 “Requirement of Law” means, as to any Person, the certificate of incorporation and by-
22 laws or other organizational or governing documents of such Person, and any law (including
23 common law), statute, ordinance, treaty, rule, regulation, order, decree, judgment, writ,
24 injunction, settlement agreement, requirement or final, non-appealable determination of an
25 arbitrator or a court or other Governmental Authority, in each case applicable to or binding upon
26 such Person or any of its property or to which such Person or any of its property is subject.

27
28 “Resignation Effective Date” has the meaning specified in *Section 9.07(a)*.

29
30 “Sanctions” means, sanctions administered or enforced by the US Department of the
31 Treasury’s Office of Foreign Assets Control (OFAC), US Department of State, United Nations
32 Security Council, European Union, Her Majesty’s Treasury, or other relevant sanctions
33 authority.

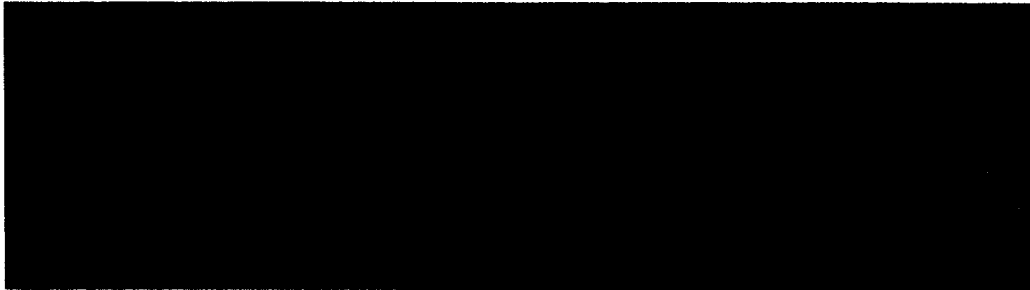
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35 “Standard & Poor’s” means Standard & Poor’s Ratings Services, a Standard & Poor’s
36 Financial Services LLC business.

37
38 “Subsidiary” means any corporation, association, trust, or other business entity of which
39 the Borrower (or where the context requires, NextEra Energy) shall at any time own directly or
40 indirectly through a Subsidiary or Subsidiaries at least a majority (by number of votes) of the
41 outstanding Voting Stock.

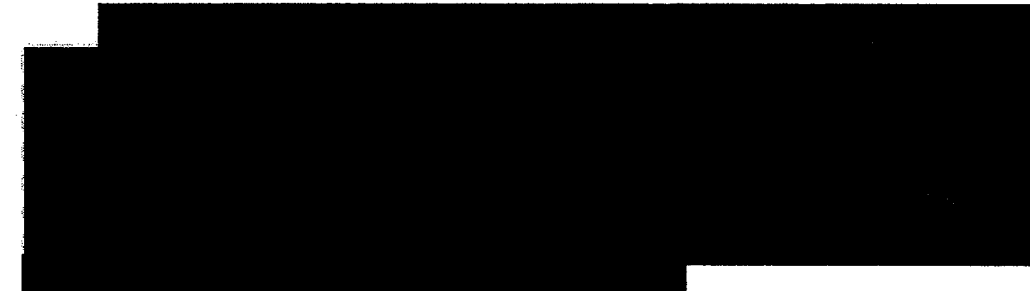


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"Taxes" means all present or future taxes, levies, imposts, duties, deductions, withholdings (including backup withholdings), assessments, fees or other charges imposed by any Governmental Authority, including any interest, additions to tax or penalties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

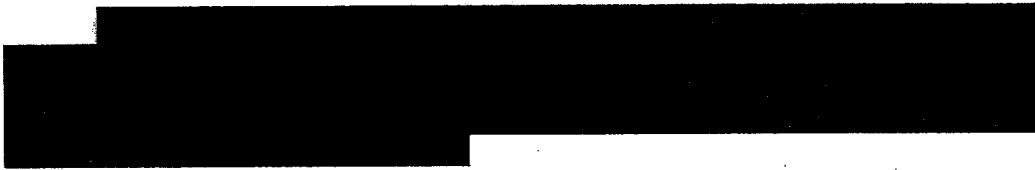


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"Type" has the meaning specified in *Section 1.02(h)*.

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

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



"Withholding Agent" means the Borrower and the Agent.

Section 1.02. Rules of Interpretation.

(a) A reference to any document or agreement shall include such document or agreement, including any schedules or exhibits thereto, as any of same may be amended, modified or supplemented from time to time in accordance with its terms and, if applicable, the terms of this Agreement.

(b) The singular includes the plural and the plural includes the singular.

(c) A reference to any law includes any amendment or modification to such law.

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

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

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

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

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

Section 1.03. Accounting Matters. Except as otherwise expressly provided herein, all terms of an accounting or financial nature shall be construed in accordance with generally accepted accounting principles, as in effect from time to time; *provided that*, if the Borrower

1 notifies the Agent that the Borrower requests an amendment to any provision hereof to eliminate
2 the effect of any change occurring after the Effective Date in generally accepted accounting
3 principles or in the application thereof on the operation of such provision (or if the Agent notifies
4 the Borrower that the Majority Lenders request an amendment to any provision hereof for such
5 purpose), regardless of whether any such Notice is given before or after such change in generally
6 accepted accounting principles or in the application thereof, then (a) such provision shall be
7 interpreted on the basis of generally accepted accounting principles as in effect and applied
8 immediately before such change shall have become effective until such Notice shall have been
9 withdrawn or such provision amended in accordance therewith and (b) the Borrower shall
10 provide to the Agent financial statements and other documents required under this Agreement or
11 as reasonably requested hereunder setting forth a reconciliation between calculations made
12 before and after giving effect to such change in generally accepted accounting principles.
13

14 ARTICLE 2 - LOANS.

15
16 Section 2.01. Term Loan. Each of the Lenders severally agrees, on the terms of this
17 Agreement (including, without limitation, *Article 6*), to make, simultaneously with the other
18 Lenders, a single loan in Dollars to the Borrower on the Effective Date in an amount not to
19 exceed the amount set opposite the name of such Lender on *Schedule I*, provided that the
20 aggregate principal amount of such Loans shall not exceed One Hundred Million United States
21 Dollars (\$100,000,000). Amounts borrowed and repaid or prepaid may not be reborrowed.
22

23 Section 2.02. Notice and Manner of Borrowing; Optional Prepayment.

24
25 (a) The Borrower shall give a Borrowing Notice in substantially the form of
26 *Exhibit A* (or telephonic notice, promptly confirmed in writing) to the Agent prior to 11:00 a.m.,
27 New York, New York time on the Effective Date specifying the account to which the proceeds
28 of the Loan are to be transferred.

29
30 (b) The Agent shall give written or telephonic notice (confirmed in writing)
31 to each of the Lenders promptly upon receipt of the Borrowing Notice. If the written
32 confirmation of any telephonic notice differs in any material respect from the action taken by
33 the Agent, the records of the Agent will control, absent manifest error.

34
35 (c) Each of the Lenders shall, not later than noon, New York, New York
36 time, on the Borrowing Date, make immediately available funds in Dollars in the amount of
37 such Lender's Loan available to the Agent at the office of the Agent, by wire transfer at its
38 address set forth on *Schedule I*, for crediting to the Borrower's designated account in
39 accordance with the wire instructions included in the Borrowing Notice.

40
41 (d) The Borrower shall have the right, at any time and from time to time, to
42 repay the Loans in whole or in part, without penalty or premium, (i) upon not less than (i) three
43 (3) Business Days prior Notice (or telephonic notice promptly confirmed in writing) given to
44 the Agent not later than 11:00 A.M. (New York City time), in the case of Eurodollar Rate Loans
45 and (ii) same day written notice (or telephonic notice promptly confirmed in writing) to the
46 Agent not later than 11:00 A.M. (New York City time) in the case of Base Rate Loans; provided
47 that (i) each prepayment shall be in the principal amount of [REDACTED] or any larger integral
48

1 multiple of [REDACTED] in excess thereof, or equal to the remaining principal balance
2 outstanding under such Loan and (ii) in the event that the Borrower shall prepay any portion of
3 any Eurodollar Rate Loan prior to the last day of the Interest Period relating thereto, the
4 Borrower shall indemnify each of the Lenders in respect of such repayment in accordance with
5 *Section 3.09*.
6

7 Section 2.03. Evidence of Indebtedness and Notes.
8

9 (a) The Loans made by each Lender shall be evidenced by one or more
10 accounts or records maintained by such Lender and by the Agent in the ordinary course of
11 business. The accounts or records maintained by the Agent and each Lender shall be conclusive
12 absent manifest error. Any failure to so record or any error in doing so shall not, however, limit
13 or otherwise affect the obligation of the Borrower hereunder to pay any amount owing with
14 respect to its obligations hereunder. In the event of any conflict between the accounts and
15 records maintained by any Lender and the accounts and records of the Agent in respect of such
16 matters, the accounts and records of the Agent shall control in the absence of manifest error.
17

18 (b) If specifically requested by any particular Lender in writing furnished to
19 the Borrower, the Borrower's obligation to pay the principal of, and interest on, the Loans made
20 by such Lender shall be evidenced by a promissory note duly executed and delivered by the
21 Borrower, such Note to be substantially in the form of *Exhibit B* with blanks appropriately
22 completed in conformity herewith (each, a "Note" and, collectively, the "Notes").
23

24 (c) The Note issued to any Lender shall (i) be payable to the order of such
25 Lender, (ii) be dated as of the Effective Date, (iii) be in a stated maximum principal amount
26 equal to the Loans of such Lender, (iv) mature on the Maturity Date, (v) bear interest as
27 provided in this Agreement, and (vi) be entitled to the benefits of this Agreement and the other
28 Loan Documents.
29

30 (d) Each Lender will advise the Borrower of the outstanding indebtedness
31 hereunder to such Lender upon written request therefor.
32

33 Section 2.04. Mandatory Payment. The Loans will mature on the Maturity Date and the
34 Borrower unconditionally promises to pay to the Agent for account of each Lender the entire
35 unpaid principal amount of such Lender's Loans Outstanding on the Maturity Date plus all
36 accrued and unpaid interest thereon and all other amounts then due hereunder.
37

38 Section 2.05. Interest.
39

40 (a) Each of the Loans shall bear interest at the following rates:
41

42 (i) To the extent that all or any portion of any Loan is a Eurodollar
43 Rate Loan, such Loan or such portion shall bear interest during each applicable Interest
44 Period at a rate per annum equal to the [REDACTED]
45 [REDACTED]
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1 (ii) To the extent that all or any portion of any Loan is a Base Rate
2 Loan, such Loan or such portion shall bear interest at a rate per annum equal to the [REDACTED]
3 [REDACTED]
4

5 (b) The Borrower promises to pay interest on each Loan or any portion
6 thereof Outstanding in arrears on (i) each Interest Payment Date applicable to such Loan and (ii)
7 upon the payment or prepayment thereof or the Conversion thereof to a Loan of another Type
8 (but only on the principal amount so paid, prepaid or Converted).
9

10 (c) After each Loan is made, the Borrower will have the interest rate options
11 described in *Section 2.06* with respect to all or any part of such Loan.
12

13 (d) In no event shall the Borrower select Interest Periods and Types of Loans
14 which would have the result that there shall be more than ten (10) different Interest Periods for
15 Loans outstanding at the same time (for which purpose Interest Periods for Loans of different
16 Types shall be deemed to be different Interest Periods even if the Interest Periods begin and end
17 on the same dates).
18

19 (e) Each Lender shall give prompt Notice to the Borrower of the applicable
20 interest rate determined by such Lender for purposes of clauses (i) or (ii) of *Section 2.05(a)*.
21

22 (f) Overdue principal, and to the extent permitted by applicable law, overdue
23 interest on the Loans and all other overdue amounts payable hereunder or under any Note shall
24 bear interest payable on demand, in the case of (i) overdue principal of or overdue interest on the
25 Loan, at a rate per annum equal to two percent (2%) above the rate then applicable to the Loan
26 and (ii) any other overdue amounts, at a rate per annum equal to two percent (2%) above the
27 Base Rate, in each case until such amount shall be paid in full (after, as well as before, judgment)
28

29 Section 2.06. Interest Rate Conversion or Continuation Options.

30 (a) The Borrower may, subject to *Section 3.04* and *Section 3.05*, elect from
31 time to time to Convert all or any portion of any Loan to a Loan of another Type, *provided* that
32 (i) with respect to any such Conversion of all or any portion of any Eurodollar Rate Loan to a
33 Base Rate Loan, the Borrower shall give the Agent an Interest Rate Notice (or telephonic notice
34 promptly confirmed in writing) at least one (1) Business Day prior to such Conversion; (ii) in the
35 event of any Conversion of all or any portion of a Eurodollar Rate Loan into a Base Rate Loan
36 prior to the last day of the Interest Period relating to that Eurodollar Rate Loan, the Borrower
37 shall indemnify each Lender in respect of such Conversion in accordance with *Section 3.09*; (iii)
38 with respect to any such Conversion of all or any portion of a Base Rate Loan to a Eurodollar
39 Rate Loan, the Borrower shall give each Lender an Interest Rate Notice (or telephonic notice
40 promptly confirmed in writing) at least three (3) Eurodollar Business Day prior to such election;
41 and (iv) no Loan may be Converted into a Eurodollar Rate Loan when any Default has occurred
42 and is continuing. On the date on which such Conversion is being made, any Lender may take
43 such action, if any, as it deems desirable to transfer the Loan to its Domestic Lending Office or
44 its Eurodollar Lending Office, as the case may be. All or any part of Loans of any Type may be
45 Converted as specified herein; *provided* that partial Conversions shall be in an aggregate
46 principal amount of [REDACTED] or any larger integral multiple of [REDACTED]. Each Interest
47 [REDACTED]
48

1 Rate Notice relating to the Conversion of all or any portion of any Base Rate Loan to a
2 Eurodollar Rate Loan shall be irrevocable by the Borrower.

3
4 (b) Eurodollar Rate Loans may be continued as such upon the expiration of an
5 Interest Period with respect thereto by compliance by the Borrower with the notice provisions
6 contained in *Section 2.06(a)*; provided that no Eurodollar Rate Loan may be continued as such
7 when any Default has occurred and is continuing, but shall be automatically Converted to a Base
8 Rate Loan on the last day of the first Interest Period that ends during the continuance of any
9 Default of which the officers of the Agent active upon the Borrower's account have actual
10 knowledge.

11
12 (c) Any Conversion to or from Eurodollar Rate Loans shall be in such
13 amounts and be made pursuant to such elections so that, after giving effect thereto, the aggregate
14 principal amount of all Eurodollar Rate Loans having the same Interest Period shall not be less
15 than [REDACTED] or any integral multiple of [REDACTED] in excess thereof.

16
17 (d) Except to the extent otherwise expressly provided herein, (i) each
18 Borrowing of Loans from the Lenders hereunder, each Conversion or continuation of all or a
19 portion of any Loan of a particular Type hereunder, and each payment of fees hereunder, shall be
20 effected pro rata among the Lenders in accordance with the amounts of their respective Pro Rata
21 Share and (ii) each payment of interest on Loans by the Borrower shall be made for account of
22 the Lenders pro rata in accordance with the amounts of interest on such Loans then due and
23 payable to the respective Lenders.

24
25 [REDACTED]
26 [REDACTED]
27 [REDACTED]
28 [REDACTED]
29 [REDACTED]

30 Section 2.07. Replacement of Lenders. If (i) any Lender requests compensation under
31 *Section 3.06* or *Section 3.07*, (ii) the Borrower is required to pay any additional amount to any
32 Lender or any Governmental Authority for the account of any Lender pursuant to *Section 3.10*,
33 (iii) any Lender is not able to make or maintain its Loans as a result of any event or circumstance
34 contemplated in *Section 3.05*, (iv) any Lender is a Defaulting Lender, or (v) any Lender fails to
35 consent to an election, consent, amendment, waiver or other modification to this Agreement or
36 any other Loan Document that requires consent of a greater percentage of the Lenders than the
37 Majority Lenders, and such election, consent, amendment, waiver or other modification is
38 otherwise consented to by the Majority Lenders, then the Borrower may, at its sole expense and
39 effort, upon Notice to such Lender and the Agent, require such Lender to assign and delegate,
40 without recourse (in accordance with and subject to the restrictions contained in, and consents
41 required by, *Section 10.06*), all of its interests, rights and obligations under this Agreement and
42 the related Loan Documents to an Eligible Assignee that shall assume such obligations (which
43 Eligible Assignee may be another Lender, if a Lender accepts such assignment); provided that:

44
45 (a) any such assignment resulting from a claim against the Borrower
46 for additional compensation pursuant to *Section 3.06* or *Section 3.07* or a requirement that the
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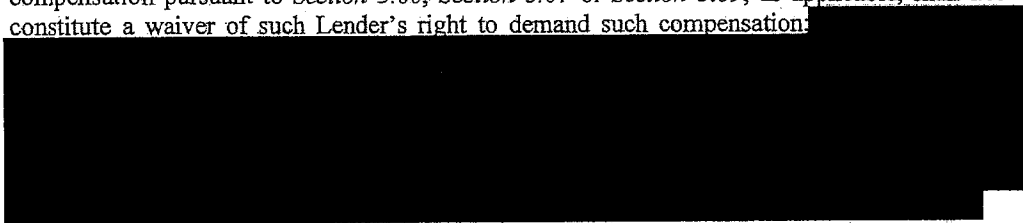
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Section 3.08. Recovery of Additional Compensation.

(a) Certificate. If any Lender claims any additional amounts pursuant to *Section 3.06, Section 3.07 or Section 3.09*, as the case may be, it shall provide to the Agent and the Borrower a certificate setting forth such additional amounts payable pursuant to *Section 3.06, Section 3.07 or Section 3.09*, as the case may be, and a reasonable explanation of such amounts which are due (*provided* that, without limiting the requirement that reasonable detail be furnished, nothing herein shall require such Lender to disclose any confidential information relating to the organization of its affairs). Such certificate shall be conclusive, absent manifest error, that such amounts are due and owing.

(b) Delay in Requests. Delay on the part of any Lender to demand compensation pursuant to *Section 3.06, Section 3.07 or Section 3.09*, as applicable, shall not constitute a waiver of such Lender's right to demand such compensation:



Section 3.09. Indemnity. The Borrower agrees to indemnify each Lender and to hold each Lender harmless from and against any loss, cost or expense (including any such loss or expense arising from interest or fees payable by such Lender to lenders of funds obtained by it in order to maintain its Eurodollar Rate Loan) that such Lender may sustain or incur as a consequence of (a) default by the Borrower in payment of the principal amount of or any interest on any Eurodollar Rate Loan as and when due and payable, (b) default by the Borrower in making a prepayment after the Borrower has given a Notice of prepayment pursuant to *Section 2.02(d)*, (c) default by the Borrower in continuing any Loan, after the Borrower has given (or is deemed to have given pursuant to *Section 2.06* an Interest Rate Notice, (d) the making of any payment of principal of the Loan on a day that is not the last day of an Interest Period, including interest or fees payable by such Lender to lenders or funds obtained by it in order to maintain any Loan or (e) the assignment of any Eurodollar Rate Loan other than on the last day of the Interest Period applicable thereto as a result of a request by the Borrower pursuant to *Section 2.07*, including interest or fees payable by a Lender to a lenders of funds obtained by it in order to maintain the Loan.

Section 3.10. Taxes.

(a) Payments Free of Taxes. Any and all payments by or on account of any obligation of the Borrower under any Loan Document shall be made without deduction or withholding for any Taxes, except as required by applicable law. If any applicable law (as determined in the good faith discretion of an applicable Withholding Agent) requires the deduction or withholding of any Tax from any such payment by such Withholding Agent, then the applicable Withholding Agent shall be entitled to make such deduction or withholding and shall timely pay the full amount deducted or withheld to the relevant Governmental Authority in accordance with applicable law and, if such Tax is an Indemnified Tax, then the sum payable by

1 (c) Guaranteed Pension Plans. As of the Effective Date, each contribution
2 required to be made to a Guaranteed Pension Plan by either the Borrower or an ERISA
3 Affiliate, whether required to satisfy the minimum funding requirements described in §302 or
4 §303 of ERISA, the notice or lien provisions of §303(k) of ERISA, or otherwise, has been
5 timely made. As of the Effective Date, no waiver from the minimum funding standards or
6 extension of amortization periods has been received with respect to any Guaranteed Pension
7 Plan. As of the Effective Date, no liability to the PBGC (other than required insurance
8 premiums, all of which have been paid) has been incurred by the Borrower or any ERISA
9 Affiliate with respect to any Guaranteed Pension Plan and, except as set forth in Schedule
10 4.11(c), there has not been any ERISA Reportable Event which presents a material risk of
11 termination of any Guaranteed Pension Plan by the PBGC. Based on the latest valuation of
12 each Guaranteed Pension Plan (which in each case occurred within twelve months of the date of
13 this representation), and on the actuarial methods and assumptions employed for that valuation,
14 the aggregate benefit liabilities of all such Guaranteed Pension Plans within the meaning of
15 §4001 of ERISA did not exceed the aggregate value of the assets of all such Guaranteed
16 Pension Plans by more than [REDACTED]

17
18 (d) Multiemployer Plans. The Borrower nor any ERISA Affiliate has
19 incurred any material unpaid liability (including secondary liability) to any Multiemployer Plan
20 as a result of a complete or partial withdrawal from such Multiemployer Plan under §4201 of
21 ERISA or as a result of a sale of assets described in §4204 of ERISA. Neither the Borrower nor
22 any ERISA Affiliate has been notified that any Multiemployer Plan is in reorganization,
23 insolvent or "endangered" or "critical" status under and within the meaning of §4241, §4245 or
24 §305, respectively, of ERISA or that any Multiemployer Plan intends to terminate or has been
25 terminated under §4041A of ERISA.

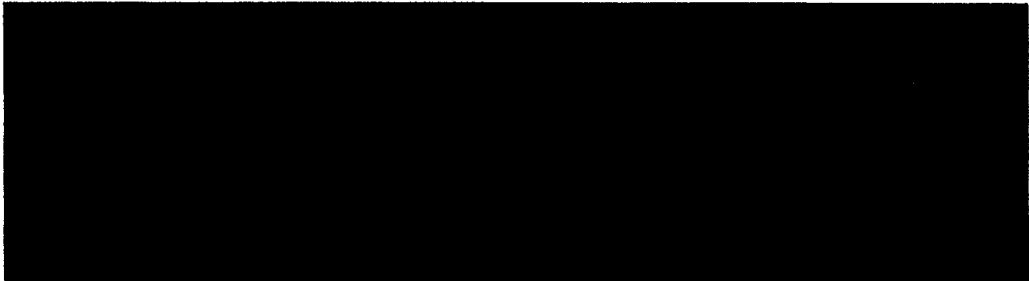
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27 Section 4.12. Use of Proceeds. The proceeds of the Loans shall be used for the general
28 corporate purposes of the Borrower.

29
30 Section 4.13. Compliance with Margin Stock Regulations. The Borrower is not engaged
31 principally, or as one of its important activities, in the business of extending credit for the
32 purpose of purchasing or carrying "margin stock" (within the meaning of Regulation U or
33 Regulation X of the Federal Reserve Board), and no part of the proceeds of the Loans will be
34 used to purchase or carry any "margin stock," to extend credit to others for the purpose of
35 purchasing or carrying any "margin stock" or for any other purpose which might constitute this
36 transaction a "purpose credit" within the meaning of Regulation U or Regulation X. In addition,
37 not more than twenty-five percent (25%) of the value (as determined by any reasonable method)
38 of the assets of the Borrower consists of margin stock.

39
40 Section 4.14. USA PATRIOT ACT, OFAC and Other Regulations.

41
42 (a) Neither the Borrower, any of its Subsidiaries or, to the knowledge of the
43 Borrower, any of the Affiliates or respective officers, directors, brokers or agents of the
44 Borrower, such Subsidiary or Affiliate (i) has violated any Anti-Terrorism Law or Anti-
45 Corruption Law, or (ii) has engaged in any transaction, investment, undertaking or activity that
46 conceals the identity, source or destination of the proceeds from any category of prohibited
47

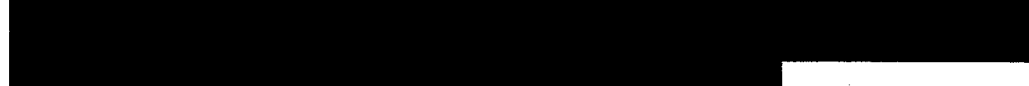
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series of transactions, all or substantially all of its business or assets, whether now owned or hereafter acquired, to any other Person unless



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



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

- (i) purchase money liens or purchase money security interests upon or in any property acquired by the Borrower in the ordinary course of business to secure the purchase price or construction cost of such property or to secure indebtedness incurred solely for the purpose of financing the acquisition of such property or construction of improvements on such property;
- (ii) Liens existing on property acquired by the Borrower at the time of its acquisition, *provided* that such Liens were not created in contemplation of such acquisition and do not extend to any assets other than the property so acquired;
- (iii) Liens securing Nonrecourse Indebtedness created for the purpose of financing the acquisition, improvement or construction of the property subject to such Liens;
- (iv) the replacement, extension or renewal of any Lien permitted by clauses (i) through (iii) of this *Section 5.15* upon or in the same property theretofore subject thereto or the replacement, extension or renewal (without increase in the amount or change in the direct or indirect obligor) of the indebtedness secured thereby;

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(v) Liens upon or with respect to margin stock;

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

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

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

(ix) any other Liens or security interests (other than Liens or security interests described in clauses (i) through (viii) of this Section 5.15), if the aggregate principal amount of the indebtedness secured by all such Liens and security interests (without duplication) does not exceed in the aggregate \$50,000,000 at any one time outstanding;



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

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

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

1 (c) fail to contribute to any Guaranteed Pension Plan sponsored by the
2 Borrower or its ERISA Affiliates to an extent which, or terminate any Guaranteed Pension Plan
3 sponsored by the Borrower or its ERISA Affiliates in a manner which, could result in the
4 imposition of a lien or encumbrance on the assets of the Borrower or any of its Subsidiaries
5 pursuant to §303(k) or §4068 of ERISA; or
6

7 (d) permit or take any action which would result in the aggregate benefit
8 liabilities (within the meaning of §4001(a)(16) of ERISA) of Guaranteed Pension Plans
9 sponsored by the Borrower or its ERISA Affiliates exceeding the value of the aggregate assets of
10 such plans by more than the amount set forth in *Section 4.11(c)*. For purposes of this covenant,
11 poor investment performance by any trustee or investment management of a Guaranteed Pension
12 Plan shall not be considered as a breach of this covenant.
13

14 [REDACTED]
15 [REDACTED]
16 [REDACTED]
17 [REDACTED]
18 [REDACTED]
19 [REDACTED]

20 [REDACTED]
21 [REDACTED]
22 [REDACTED]
23 [REDACTED]

24 [REDACTED]
25 [REDACTED]
26 [REDACTED]
27 [REDACTED]
28 [REDACTED]

29
30 Section 5.18. Compliance with Anti-Terrorism and Anti-Corruption Regulations. The
31 Borrower shall not:

32 (a) (i) Violate any Anti-Terrorism Laws or Anti-Corruption Laws or (ii)
33 engage in any transaction, investment, undertaking or activity that conceals the identity, source
34 or destination of the proceeds from any category of prohibited offenses designated by the
35 Organization for Economic Co-operation and Development's Financial Action Task Force on
36 Money Laundering.
37

38 (b) Use, directly or indirectly, the proceeds of the Loans, or lend, contribute
39 or otherwise make available such proceeds to any subsidiary, joint venture partner or other
40 Person, (x) to fund any activities or business of or with Person, or in any country or
41 territory, that is, or whose government is, the subject of Sanctions at the time of such funding,
42 or (y) in any other manner that would result in a violation of Sanctions by any Person (including
43 any Person participating in the Loans, whether as underwriter, advisor, investor, or otherwise).
44

45 (c) Deal in, or otherwise engage in any transaction related to, any property or
46 interests in property blocked pursuant to any Anti-Terrorism Law, or (ii) engage in or conspire
47
48

1 (h) Note. The Note (if same is requested by the Lender) shall have been duly
2 executed and delivered by the Borrower to [REDACTED] as the sole Lender
3 on the Effective Date.

4
5 (i) Proceedings and Documents. All proceedings in connection with the
6 transactions contemplated by this Agreement, the other Loan Documents and all other
7 documents incident thereto shall be satisfactory in substance and in form to the Lenders and to
8 counsel for the Agent, and the Lenders and such counsel shall have received all information and
9 such counterpart originals or certified or other copies of such documents as the Agent may
10 reasonably request.

11
12 (j) Borrowing Notice. The Borrower shall have delivered the Borrowing
13 Notice to the Agent as provided for in *Section 2.02(a)*.

14
15 (k) No Default. No Default shall have occurred and be continuing or will
16 occur upon the making of the Loans, and each of the representations and warranties contained in
17 this Agreement, the other Loan Documents or in any document or instrument delivered pursuant
18 to or in connection with this Agreement shall be true in all material respects as of the time of the
19 making of the Loans, with the same effect as if made at and as of that time (except to the extent
20 that such representations and warranties relate expressly to an earlier date).

21
22 **ARTICLE 7 - EVENTS OF DEFAULT, ACCELERATION, ETC.**

23
24 Section 7.01. Events of Default. The following events shall constitute "Events of
25 Default" for purposes of this Agreement:

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

29
30 (b) the Borrower shall fail to pay any interest on the Loan, any fees or other
31 sums due hereunder or under any of the other Loan Documents, for a period of [REDACTED]
32 [REDACTED] following the date when the same shall become due and payable, whether at the
33 stated date of maturity or any accelerated date of maturity or at any other date fixed for
34 payment; or

35
36 (c) (i) the Borrower shall fail to perform any term, covenant or agreement
37 contained in *Section 5.05*, *Section 5.06* (but only as to corporate existence), *Section 5.10*,
38 *Section 5.12*, *Section 5.13* (upon the consummation of any transaction prohibited by said
39 *Section 5.13*), *Section 5.15*, *Section 5.17* or *Section 5.18(b)*, or (ii) the Borrower shall fail to
40 perform any term, covenant or agreement contained herein or in any of the other Loan
41 Documents (other than those specified elsewhere in this *Section 7.01*) for [REDACTED] after
42 Notice of such failure has been given to the Borrower by the Agent or any Lender; or

43
44 (d) any representation or warranty of the Borrower in this Agreement or any
45 of the other Loan Documents or in any other document or instrument delivered pursuant to or in
46 connection with this Agreement shall prove to have been false in any material respect upon the
47 date when made or deemed to have been made by the terms of this Agreement; or

1 (e) the Borrower shall default in the payment when due of any principal of or
2 any interest on any Funded Debt [REDACTED] or more, or fail to observe or perform
3 any material term, covenant or agreement contained in any agreement by which it is bound,
4 evidencing or securing Funded Debt [REDACTED] or more, for such
5 period of time as would permit (assuming the giving of appropriate notice or the lapse of time if
6 required) the holder or holders thereof or of any obligations issued thereunder to accelerate the
7 maturity thereof, unless such failure shall have been cured by the Borrower or effectively
8 waived by such holder or holders; or
9

10 (f) the Borrower shall (1) voluntarily terminate operations or apply for or
11 consent to the appointment of, or the taking of possession by, a receiver, custodian, trustee or
12 liquidator of the Borrower, or of all or a substantial part of the assets of the Borrower, (2) admit
13 in writing its inability, or be generally unable, to pay its debts as the debts become due, (3)
14 make a general assignment for the benefit of its creditors, (4) commence a voluntary case under
15 the United States Bankruptcy Code (as now or hereafter in effect), (5) file a petition seeking to
16 take advantage of any other law relating to bankruptcy, insolvency, reorganization, winding-up,
17 or composition or adjustment of debts, (6) fail to controvert in a timely and appropriate manner,
18 or acquiesce in writing to, any petition filed against it in an involuntary case under the
19 Bankruptcy Code, or (7) take any corporate action for the purpose of effecting any of the
20 foregoing; or
21

22 (g) without its application, approval or consent, a proceeding shall be
23 commenced, in any court of competent jurisdiction, seeking in respect of the Borrower: the
24 liquidation, reorganization, dissolution, winding-up, or composition or readjustment of debt, the
25 appointment of a trustee, receiver, liquidator or the like of the Borrower, or of all or any
26 substantial part of the assets of the Borrower, or other like relief in respect of the Borrower,
27 under any law relating to bankruptcy, insolvency, reorganization, winding-up, or composition or
28 adjustment of debts unless such proceeding is contested in good faith by the Borrower; and, if
29 the proceeding is being contested in good faith by the Borrower, the same shall continue
30 undismissed, or unstayed and in effect, for any period of [REDACTED] or an
31 order for relief against the Borrower shall be entered in any involuntary case under the
32 Bankruptcy Code; or
33

34 (h) there shall remain in force, undischarged, unsatisfied and unstayed, for
35 [REDACTED] whether or not consecutive, any final judgment against the Borrower
36 that, with other then undischarged, unsatisfied and unstayed, outstanding final judgments
37 against the Borrower exceeds in the aggregate [REDACTED] or
38

39 (i) if any of the Loan Documents shall be canceled, terminated, revoked or
40 rescinded by the Borrower otherwise than in accordance with the terms thereof or with the
41 express prior written agreement, consent or approval of all Lenders, or any action at law, suit or
42 in equity or other legal proceeding to cancel, revoke or rescind any of the Loan Documents shall
43 be commenced by or on behalf of the Borrower, any of its stockholders, or any court or any
44 other Governmental Authority or agency of competent jurisdiction shall make a determination
45 that, or issue a judgment, order, decree or ruling to the effect that, any one or more of the Loan
46 Documents is illegal, invalid or unenforceable in accordance with the terms thereof; or
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1 (j) (i) with respect to any Guaranteed Pension Plan, (A) an ERISA
2 Reportable Event shall have occurred; (B) an application for a minimum funding waiver shall
3 have been filed; (C) a notice of intent to terminate such plan pursuant to Section 4041(a)(2) of
4 ERISA shall have been issued; (D) a lien under Section 303(k) of ERISA shall be imposed; (E)
5 the PBGC shall have instituted proceedings to terminate such plan; (F) the PBGC shall have
6 applied to have a trustee appointed to administer such plan pursuant to Section 4042 of ERISA;
7 or (G) any event or condition that constitutes grounds for the termination of, or the appointment
8 of a trustee to administer, such plan pursuant to Section 4042 of ERISA shall have occurred or
9 shall exist, *provided* that with respect to the event or condition described in Section 4042(a)(4)
10 of ERISA, the PBGC shall have notified the Borrower or any ERISA Affiliate that it has made a
11 determination that such plan should be terminated on such basis; or (ii) with respect to any
12 Multiemployer Plan, the Borrower or any ERISA Affiliate shall incur liability as a result of a
13 partial or complete withdrawal from such plan or the reorganization, insolvency or termination
14 of such plan; and, in the case of each of (i) or (ii), the Majority Lenders shall have determined in
15 their reasonable discretion that such events or conditions, individually or in the aggregate,
16 reasonably could be expected likely to result in liability of the Borrower in an aggregate amount
17 exceeding [REDACTED] or
18 [REDACTED]
19 [REDACTED]
20 [REDACTED]
21 [REDACTED]
22 [REDACTED]
23 [REDACTED]
24 [REDACTED]

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

40
41 **ARTICLE 8 - SHARING.**

42
43 Section 8.01. Sharing Among Lenders. If any Lender shall obtain from the Borrower
44 any payment of any principal of or interest on any Loan owing to it or payment of any other
45 amount under this Agreement or any other Loan Document through the exercise of any right of
46 set-off, banker's lien or counterclaim or similar right or otherwise (other than from the Agent as
47 provided herein and other than amounts owing to such Lender pursuant to *Sections 3.06, 3.07,*
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1 3.09, 3.10 or Article 10), and, as a result of such payment, such Lender shall have received a
2 greater percentage of the principal of or interest on the Loans or such other amounts then due
3 hereunder or thereunder by the Borrower to such Lender than the percentage received by any
4 other Lender, it shall promptly purchase from such other Lenders a participation in (or, if and to
5 the extent specified by such Lender, a direct interest in) the Loans or such other amounts,
6 respectively, owing to such other Lenders (or in interest due thereon, as the case may be) in such
7 amounts, and make such other adjustments from time to time as shall be equitable, to the end that
8 all the Lenders shall share the benefit of such excess payment (net of any expenses that may be
9 incurred by such Lender in obtaining or preserving such excess payment) pro rata in accordance
10 with the unpaid principal of and/or interest on the Loans or such other amounts, respectively,
11 owing to each of the Lenders; *provided that*, for the purpose of calculating any Lender's Pro Rata
12 Share of any payment hereunder, payments to each such Lender shall include any amounts set
13 off by the Borrower against such Lender pursuant to Section 8.02.
14

15 Section 8.02. Borrower's Offset Rights. To the extent permitted by law, the Borrower
16 may offset against any payments due to any Lender under this Agreement or the Notes the
17 amounts of any loss suffered by the Borrower as a result of the failure of such Lender to return
18 any monies of the Borrower on deposit with such Lender due to the insolvency of such Lender.
19 Any such offset may be made only against payments due to the insolvent Lender, when and as
20 the same become due, and no offsets may be made against any amounts due and payable to any
21 other Lender. The Borrower may not exercise any right of setoff with respect to all or any
22 portion of deposits which are insured by the Federal Deposit Insurance Corporation.
23

24 ARTICLE 9 - AGENT.

25
26 Section 9.01. Appointment and Authority. Each of the Lenders hereby irrevocably
27 appoints [REDACTED] to act on its behalf as the Agent hereunder and under
28 the other Loan Documents and authorizes the Agent to take such actions on its behalf and to
29 exercise such powers as are delegated to the Agent by the terms hereof or thereof, together with
30 such actions and powers as are reasonably incidental thereto. The provisions of this Article 9 are
31 solely for the benefit of the Agent and the Lenders, and except as otherwise provided herein, the
32 Borrower shall not have rights as a third-party beneficiary of any of such provisions. It is
33 understood and agreed that the use of the term "agent" herein or in any other Loan Documents
34 (or any other similar term) with reference to the Agent is not intended to connote any fiduciary
35 or other implied (or express) obligations arising under agency doctrine of any applicable law.
36 Instead such term is used as a matter of market custom, and is intended to create or reflect only
37 an administrative relationship between contracting parties.
38

39 Section 9.02. Rights as a Lender. The Person serving as the Agent hereunder shall have
40 the same rights and powers when acting in its capacity as a Lender as any other Lender, and may
41 exercise such rights and powers as though it were not the Agent, and the term "Lender" and
42 "Lenders" shall, unless otherwise expressly indicated or unless the context otherwise requires,
43 include the Person serving as the Agent hereunder in its individual capacity. Such Person and its
44 affiliates may accept deposits from, lend money to, own securities of, act as the financial advisor
45 or in any other advisory capacity for, and generally engage in any kind of business with, the
46 Borrower or any Subsidiary or other affiliate thereof as if such Person were not the Agent
47 hereunder and without any duty to account therefor to the Lenders.
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1 confirmed, telephonically or by facsimile as specified in *Article 2*, Telephone No.
2 (561) 694-6204, Facsimile No. (561) 694-3707), or at such other address for
3 Notice as Borrower shall last have furnished in writing to the Person giving the
4 Notice;

5
6 (ii) if to the Agent, at [REDACTED]
7 [REDACTED] Attention: [REDACTED] (and for purposes of Notices which can be
8 provided, or confirmed, telephonically or by facsimile as specified in *Article 2*,
9 Telephone No. [REDACTED] Facsimile No. [REDACTED] or such other address
10 for Notice as the Agent shall last have furnished in writing to the Person giving
11 the Notice;

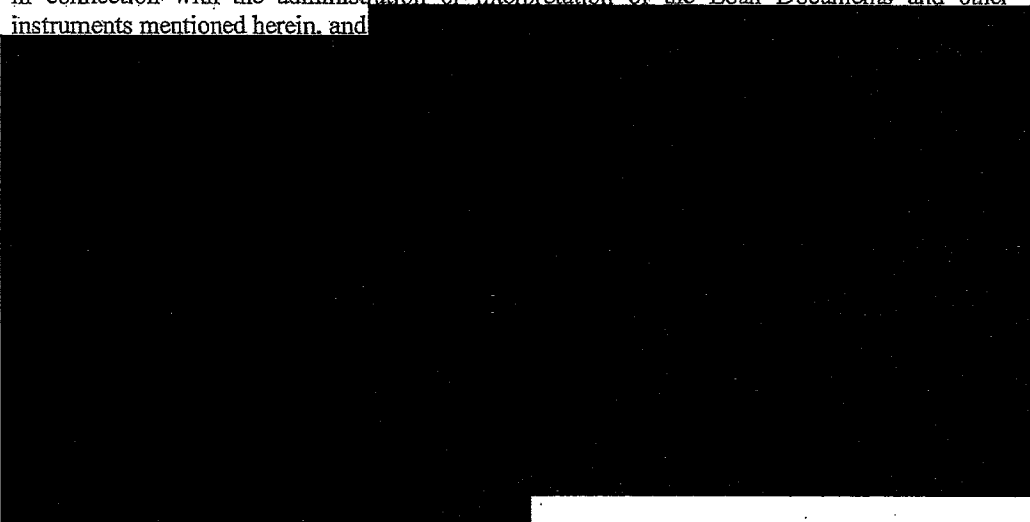
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13 (iii) if to any Lender, at such Person's address set forth on *Schedule I*, or such other
14 address for Notice as such Person shall have last furnished in writing to the
15 Person giving the Notice.

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

42
43 (c) Each Lender agrees that Notice to it (as provided in the next sentence) (a
44 "Communication Notice") specifying that any Communications have been posted to the Platform
45 shall constitute effective delivery of such information, documents or other materials to such
46 Lender for purposes of this Agreement; *provided* that if requested by any Lender, the Agent
47 shall deliver a copy of the Communications to such Lender by email or facsimile. Each Lender
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1 agrees (i) to notify the Agent in writing of such Lender's email address to which a
2 Communication Notice may be sent by electronic transmission (including by electronic
3 communication) on or before the date such Lender becomes a party to this Agreement (and from
4 time to time thereafter to ensure that the Agent has on record an effective email address for such
5 Lender) and (ii) that any Communication Notice may be sent to such email address.
6

7 Section 10.03. Expenses. The Borrower agrees to pay promptly following receipt of
8 written invoices describing in reasonable detail (a) the reasonable fees, expenses and
9 disbursements of the Agent's external counsel incurred in connection with the administration or
10 interpretation of the Loan Documents and other instruments mentioned herein, the negotiation of
11 this Agreement and the closing hereunder, and amendments, modifications, approvals, consents
12 or waivers hereto or hereunder, (b) the reasonable fees, expenses and disbursements of the Agent
13 in connection with the administration or interpretation of the Loan Documents and other
14 instruments mentioned herein, and
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32 Section 10.04. Indemnification. The Borrower agrees to indemnify and hold harmless
33 the Agent, the Lenders and their respective officers, affiliates, directors, employees, agents and
34 advisors (each, an "Indemnitee") from and against any and all claims, actions and suits by a third
35 party (which third party may, for these purposes, include the Agent or a Lender) (collectively,
36 "Actions"), whether groundless or otherwise, and from and against any and all liabilities, losses,
37 damages and expenses payable by any Indemnitee to any third party (which third party may, for
38 these purposes, include the Agent or a Lender) (collectively, "Liabilities") of every nature and
39 character incurred by or awarded against any such Indemnitee (including the reasonable fees and
40 expenses of counsel), in each case arising out of this Agreement or any of the other Loan
41 Documents or the transactions contemplated hereby including, without limitation, (a) any actual
42 or proposed use by the Borrower of the proceeds of the Loans, or (b) the Borrower entering into
43 or performing this Agreement or any of the other Loan Documents; *provided* that the liabilities,
44 losses, damages and expenses indemnified pursuant to this Section 10.04 shall not include any
45 liabilities, losses, damages and expenses in respect of any taxes, levies, imposts, deductions,
46 charges or withholdings, indemnification for which is provided on the basis, and to the extent,
47 specified in Section 3.09; and *provided further*, that such indemnity shall not be available as to
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1 any Indemnitee, to the extent that such liabilities, losses, damages and expenses arise out of the
2 gross negligence, bad faith or willful misconduct of such Indemnitee or any of its Related
3 Parties. In the event that an Indemnitee shall become subject to any Action or Liability with
4 respect to any matter for which indemnification may apply pursuant to this *Section 10.04* (an
5 "Indemnity Claim"), such Indemnitee shall give Notice of such Indemnity Claim to the Borrower
6 by telephone at (561) 694-6204 and also in accordance with the written Notice requirements in
7 *Section 10.02*. Such Indemnitee may retain counsel and conduct the defense of such Indemnity
8 Claim, as it may in its sole discretion deem proper, at the sole cost and expense of the Borrower.
9 So long as no Default shall have occurred and be continuing hereunder, no Indemnitee shall
10 compromise or settle any claim without the prior written consent of the Borrower, which consent
11 shall not unreasonably be withheld or delayed (*provided* that the Borrower shall only be
12 responsible for the reasonable fees and expenses of one counsel for all Indemnitees taken as a
13 whole unless any actual or potential conflict of interest between such Indemnitees makes it
14 inappropriate for one counsel to represent all such Indemnitees, in which event the Borrower
15 shall be responsible for the reasonable fees and expenses of one additional counsel for each
16 group of affected Indemnitees similarly situated taken as a whole).

17 [REDACTED]
18 [REDACTED]
19 [REDACTED] in the case of an investigation,
20 litigation or other proceeding to which the indemnity in this *Section 10.04* applies, such
21 indemnity shall be effective whether or not the affected Indemnitee is a party thereto and
22 whether or not the transactions contemplated hereby are consummated. Each Party also agrees
23 not to assert any claim against any other Party or any of its respective affiliates, or any of its
24 respective directors, officers, employees, attorneys and agents, on any theory of liability, for
25 special, indirect, consequential or punitive damages arising out of or otherwise relating to this
26 Agreement, any Notes as may be issued hereunder, any other Loan Document, any of the
27 transactions contemplated herein or the actual or proposed use of the proceeds of the Loans
28 (*provided* that the foregoing shall not preclude any Indemnitee from seeking to recover the
29 preceding types of damages from the Borrower to the extent the same are specifically payable by
30 such Indemnitee to any third party).

31
32 Section 10.05: Survival of Covenants. All covenants, agreements representations and
33 warranties made herein, in the Notes, in any of the other Loan Documents or in any documents
34 or other papers delivered by or on behalf of the Borrower pursuant hereto shall be deemed to
35 have been relied upon by the Agent and the Lenders, notwithstanding any investigation
36 heretofore or hereafter made by any of them, and shall survive the making by the Lenders of the
37 Loans, as herein contemplated, and shall continue in full force and effect so long as any amount
38 due under this Agreement, the Notes, or any of the other Loan Documents remains outstanding.
39 All statements contained in any certificate or other paper delivered to the Agent or any Lender at
40 any time by or on behalf of the Borrower pursuant hereto or in connection with the transactions
41 contemplated hereby shall constitute representations and warranties by the Borrower hereunder.

1 Section 10.06. Assignment and Participations.

2
3 (a) Successors and Assigns Generally. The provisions of this Agreement
4 shall be binding upon and inure to the benefit of the Parties and their respective successors and
5 assigns permitted hereby, except that Borrower may not assign or otherwise transfer any of its
6 rights or obligations hereunder without the prior written consent of the Agent and each Lender,
7 and no Lender may assign or otherwise transfer any of its rights or obligations hereunder except
8 (i) to an assignee in accordance with the provisions of *Section 10.06(b)* or *Section 10.06(f)*, (ii)
9 by way of participation in accordance with the provisions of *Section 10.06(d)*, or (iii) by way of
10 pledge or assignment of a security interest subject to the restrictions of *Section 10.06(e)* (and any
11 other attempted assignment or transfer by any Party shall be null and void). Other than as
12 specified in *Section 9.05* and *Section 10.04*, nothing in this Agreement, expressed or implied,
13 shall be construed to confer upon any Person (other than the Parties, their respective successors
14 and assigns permitted hereby, and Participants to the extent provided in *Section 10.06(d)*) any
15 legal or equitable right, remedy or claim under or by reason of this Agreement.

16
17 (b) Assignments by Lenders. Any Lender may at any time assign to one or
18 more assignees all or a portion of its rights and obligations under this Agreement (including the
19 Loans at the time owing to it); *provided* that any such assignment shall be subject to the
20 following conditions:

21
22 (i) Minimum Amounts. The principal outstanding balance of the
23 Loans in of the assigning Lender subject to each such assignment (determined as of the
24 date the Assignment and Assumption, made pursuant to an Assignment and Assumption
25 Agreement in the form of *Exhibit G* hereto (the "Assignment and Assumption
26 Agreement"), with respect to such assignment is delivered to the Agent or, if "Trade
27 Date" is specified in the Assignment and Assumption Agreement, as of the Trade Date)
28 shall not be less than [REDACTED] unless each of the Agent and, so long as no Event of
29 Default has occurred and is continuing, the Borrower otherwise consents.

30
31 (ii) Proportionate Amounts. Each partial assignment shall be made as
32 an assignment of a proportionate part of all the assigning Lender's rights and obligations
33 under this Agreement with respect to the Loan assigned.

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

- 36
37 (A) the consent of the Borrower (such consent not to be
38 unreasonably withheld or delayed) shall be required
39 unless (x) an Event of Default has occurred and is
40 continuing at the time of such assignment, or (y)
41 such assignment is to a Lender or an affiliate of a
42 Lender which is majority-owned and controlled by
43 such Lender or any corporation controlling such
44 Lender; and
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(B) the consent of the Agent (such consent not to be unreasonably withheld or delayed) shall be required for assignments in respect of the Loans, if such assignment is to a Person that is not a Lender or an affiliate of such Lender which is majority-owned and controlled by such Lender or any corporation controlling such Lender.

(iv) Assignment and Assumption. The parties to each assignment shall execute and deliver to the Agent an Assignment and Assumption Agreement, together with a processing and recordation fee of [REDACTED] provided that the Agent may, in its sole discretion, elect to waive such processing and recordation fee in the case of any assignment. The assignee, if it is not a Lender, shall deliver to the Agent an Administrative Questionnaire.

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

(vi) No Assignment to Natural Persons. No such assignment shall be made to a natural Person (or a holding company, investment vehicle or trust for, or owned and operated for the primary benefit of, a natural person).

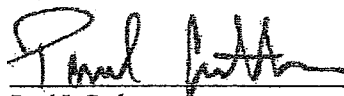
(vii) Certain Additional Payments. In connection with any assignment of rights and obligations of any Defaulting Lender hereunder, no such assignment shall be effective unless and until, in addition to the other conditions thereto set forth herein, the Defaulting Lender or its assignee shall make such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

Subject to acceptance and recording thereof by the Agent pursuant to *Section 10.06(c)*, from and after the effective date specified in each Assignment and Assumption Agreement, the assignee thereunder shall be a party to this Agreement and, to the extent of the interest assigned by such Assignment and Assumption Agreement, shall have the rights and obligations of (as

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

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

By: 
Paul I. Cutler
Treasurer

Signed by Florida Power and Light Company
by Paul I. Cutler, its Treasurer, in the presence
of:


Signature of Witness

SUSAN LABAK.
Print Name

Address: Beijing, China

CONFIDENTIAL

Term Loan #2

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[Redacted]
as Administrative Agent and Lender

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

STATE OF NORTH CAROLINA)
) ss.
COUNTY OF MECKLENBURG)

Personally appeared before me, the undersigned, a Notary Public in and for said County, [Redacted] to me known and known to me, who, being by me first duly sworn, declared that he is a Senior Vice President of [Redacted] that being duly authorized he did execute the foregoing instrument before me for the purposes set forth therein.

IN WITNESS WHEREOF, I have hereto set my hand and official seal at Charlotte, North Carolina, this 24 day of November, 2015.

Rita M. Cerna
Notary Public
Mecklenburg County
North Carolina
My Commission Expires Dec. 18, 2017

Rita M. Cerna
Notary Public

My Commission Expires: Dec. 18, 2017

By: _____
Name: _____
Title: _____

SCHEDULE I
TO TERM LOAN AGREEMENT
LENDERS

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<p>[REDACTED]</p> <p><u>Lending Office for all Loans:</u></p> <p>[REDACTED]</p> <p>Attention: [REDACTED]</p> <p><u>Address for Notices:</u></p> <p>[REDACTED]</p> <p>Attn: [REDACTED]</p> <p>Tel: [REDACTED]</p> <p>Fax: [REDACTED]</p> <p>Email: [REDACTED]</p>	<p>\$100,000,000</p>
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EXHIBIT A TO AGREEMENT

[Form of Borrowing Notice]

BORROWING NOTICE

November 24, 2015

[REDACTED]
as Administrative Agent and Lender

[REDACTED]

Attn: [REDACTED]
Telephone No.: [REDACTED] (in connection with courier deliveries)

Ladies and Gentlemen:

The undersigned, FLORIDA POWER & LIGHT COMPANY, a Florida corporation (the "Borrower"), refers to the Term Loan Agreement, dated as of November 24, 2015 (as amended or modified from time to time, the "Loan Agreement", the terms defined therein being used herein as therein defined) among the undersigned, the Lenders party thereto and [REDACTED] as Administrative Agent (the "Agent") and Lender, and hereby requests a borrowing of a Loan under the Agreement, and in that connection sets forth below the information relating to the borrowing (the "Proposed Borrowing") as required by *Section 2.02(a)* of the Agreement.

- (i) The Business Day of the Proposed Borrowing is November 30, 2015.
- (ii) The Proposed Borrowing is a Eurodollar Rate Loan with an initial Interest Period of one (1) month.
- (iii) The aggregate amount of the Proposed Borrowing is \$100,000,000.

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

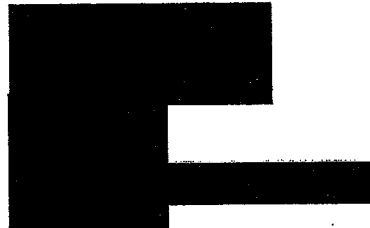
- (A) No Default shall have occurred and be continuing or will occur upon the making of the Loan, and
- (B) Each of the representations and warranties contained in the Agreement, the other Loan Documents or in any document or instrument delivered pursuant to or in connection with the Agreement will be true in all material respects as of the time of the making of the Loan with the same effect as if made at and as of that time

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(except to the extent that such representations and warranties relate expressly to an earlier date).

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

Name of Bank:
Street Address of Bank:
City/State/ZIP of Bank:
ABA Number of Bank:
SWIFT:
Name of Account:
Account Number at Bank:



[SIGNATURE APPEARS ON THE FOLLOWING PAGE]

CONFIDENTIAL

Term Loan #2

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Very truly yours,

**FLORIDA POWER & LIGHT
COMPANY**

By: _____

Name:

Title:

[FPL] [REDACTED] - Term Loan - Signature Page - Borrowing Notice]

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EXHIBIT B TO AGREEMENT

[Form of Note]

NOTE

\$100,000,000

Dated: November 24, 2015

FOR VALUE RECEIVED, the undersigned, FLORIDA POWER & LIGHT COMPANY, a Florida corporation (hereinafter, together with its successors in title and assigns, called "Borrower"), by this promissory note (hereinafter called "this Note"), absolutely and unconditionally promises to pay to the order of [REDACTED] (hereinafter, together with its successors in title and permitted assigns, called the "Lender"), the principal sum of ONE HUNDRED MILLION DOLLARS AND NO/100 DOLLARS (\$100,000,000), or the aggregate unpaid principal amount of the Loan evidenced by this Note made by Lender to Borrower pursuant to the Agreement (as hereinafter defined), whichever is less, on the Maturity Date (as defined in the Agreement), and to pay interest on the principal sum outstanding hereunder from time to time from the Effective Date until the said principal sum or the unpaid portion thereof shall have been paid in full.

The unpaid principal (not at the time overdue) of this Note shall bear interest at the annual rate from time to time in effect under the Agreement referred to below (the "Applicable Rate"). Accrued interest on the unpaid principal under this Note shall be payable on the dates, and in the manner, specified in the Agreement.

On the Maturity Date there shall become absolutely due and payable by Borrower hereunder, and Borrower hereby, promises to pay to the Holder (as hereinafter defined) hereof, the balance (if any) of the principal hereof then remaining unpaid, all of the unpaid interest accrued hereon and all (if any) other amounts payable on or in respect of this Note or the indebtedness evidenced hereby.

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

Each payment of principal, interest or other sum payable on or in respect of this Note or the indebtedness evidenced hereby shall be made by Borrower directly to Lender at Lender's office, as provided in the Agreement, for the account of the Holder, not later than 2:00 p.m., New York, New York time, on the due date of such payment. All payments on or in respect of this Note or the indebtedness evidenced hereby shall be made without set-off or counterclaim and free and clear of and without any deduction of any kind for any taxes, levies, fees, deductions withholdings, restrictions or conditions of any nature, except as expressly set forth in Section 3.10 and Section 8.02 of the Agreement.

1 Absent manifest error, a certificate or statement signed by an authorized officer of Lender shall
2 be conclusive evidence of the amount of principal due and unpaid under this Note as of the date
3 of such certificate or statement.
4

5 This Note is made and delivered by the Borrower to the Lender pursuant to that certain Term
6 Loan Agreement, dated as of November 24, 2015, among the Borrower, the lenders party thereto,
7 and [REDACTED] as Administrative Agent and Lender (such agreement, as
8 originally executed, or, if varied or supplemented or amended and restated from time to time
9 hereafter, as so varied or supplemented or amended and restated, called the "Agreement"). This
10 Note evidences the obligations of Borrower (a) to repay the principal amount of the Loan made
11 by Lender to Borrower under the Agreement, (b) to pay interest, as provided in the Agreement on
12 the principal amount hereof remaining unpaid from time to time, and (c) to pay other amounts
13 which may become due and payable hereunder as provided herein and in the Agreement.
14

15 No reference herein to the Agreement, to any of the Schedules or Exhibits annexed thereto, or to
16 any of the Loan Documents or to any provisions of any thereof, shall impair the obligations of
17 Borrower, which are absolute, unconditional and irrevocable, to pay the principal of and the
18 interest on this Note and to pay all (if any) other amounts which may become due and payable on
19 or in respect of this Note or the indebtedness evidenced hereby, strictly in accordance with the
20 terms and the tenor of this Note.
21

22 All capitalized terms used herein and defined in the Agreement shall have the same meanings
23 herein as therein. For all purposes of this Note, "Holder" means the Lender or any other person
24 who is at the time the lawful holder in possession of this Note.
25

26 Pursuant to, and upon the terms contained in the Agreement, the entire unpaid principal of this
27 Note, all of the interest accrued on the unpaid principal of this Note and all (if any) other
28 amounts payable on or in respect of this Note or the indebtedness evidenced hereby may be
29 declared to be or may automatically become immediately due and payable, whereupon the entire
30 unpaid principal of this Note and all (if any) other amounts payable on or in respect of this Note
31 or the indebtedness evidenced hereby shall (if not already due and payable) forthwith become
32 and be due and payable to the Holder of this Note without presentment, demand, protest, notice
33 of protest or any other formalities of any kind, all of which are hereby expressly and irrevocably
34 waived by Borrower.
35

36 All computations of interest payable as provided in this Note shall be determined in accordance
37 with the terms of the Agreement.
38

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

Term Loan #2

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IN WITNESS WHEREOF, this Note has been duly executed by the undersigned, FLORIDA POWER & LIGHT COMPANY, on the day and in the year first above written.

FLORIDA POWER & LIGHT COMPANY

By: _____
Paul I. Cutler
Treasurer

Signed by Florida Power and Light Company
by Paul I. Cutler, its Treasurer, in the presence
of:

Signature of Witness

Print Name

Address: _____

[FPL ████████ Term Loan -- Signature Page -- Note]

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EXHIBIT C TO AGREEMENT

[Form of Interest Rate Notice]

INTEREST RATE NOTICE

[Date]

[Redacted]
as Administrative Agent and Lender

[Redacted]

Attn: [Redacted]

Telephone No.: [Redacted] in connection with courier deliveries)

Ladies and Gentlemen:

Pursuant to *Section 2.06* of that certain Term Loan Agreement, dated as of November 24, 2015 (as amended or modified from time to time, the "Loan Agreement", the terms defined therein being used herein as therein defined), among the undersigned, the Lenders party thereto and [Redacted] as Administrative Agent and Lender, the Borrower hereby gives you irrevocable notice of its request to Convert the Loan(s) and/or Interest Periods currently under effect under the Loan Agreement as follows *[select from the following as applicable]*:

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

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

[SIGNATURE APPEARS ON FOLLOWING PAGE]

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Very truly yours,

**FLORIDA POWER & LIGHT
COMPANY**

By: _____
Name:
Title:

[FPL/ [REDACTED] Term Loan - Signature Page - Interest Rate Notice]

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EXHIBIT D TO AGREEMENT

Form of Borrower's Certificate

* * *

CERTIFICATE OF

FLORIDA POWER & LIGHT COMPANY

November 24, 2015

This Certificate is given pursuant to that certain Term Loan Agreement between Florida Power & Light Company (the "Borrower") the lending institutions from time to time party thereto (the "Lenders"), and [REDACTED] acting in its capacity as Administrative Agent for the Lenders (together with its successors and assigns in such capacity, the "Agent"), dated as of November 24, 2015 (the "Loan Agreement"). Each initially capitalized term which is used and not otherwise defined in this Certificate shall have the meaning specified for such term in the Loan Agreement. This Certificate is delivered in satisfaction of the conditions precedent set forth in *Section 6.01* of the Loan Agreement.

1. The Borrower hereby provides notice to the Agent that November 24, 2015 is hereby deemed to be the Effective Date.
2. The Borrower hereby certifies to the Agent that as of the Effective Date, except in respect of the matters described in *Schedule 4.04* of the Loan Agreement, there has been no material adverse change in the business or financial condition of any of the Borrower or any of its Subsidiaries taken as a whole from that set forth in the financial statements included in the Borrower's annual report on Form 10-K referred to in *Section 4.04* of the Loan Agreement. This representation and warranty is made only as of the Effective Date and shall not be deemed made or reinstated on or as of any subsequent date notwithstanding anything contained in the Loan Agreement, the other Loan Documents or in any document or instrument delivered pursuant to or in connection with the Loan Agreement.
3. The Borrower hereby further certifies that as of the Effective Date, the representations and warranties of the Borrower contained in the Loan Agreement are true and correct in all material respects (except to the extent that such representations and warranties expressly relate to an earlier date) and there exists no Default.

[SIGNATURE APPEARS ON THE NEXT PAGE]

CONFIDENTIAL

Term Loan #2

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

**FLORIDA POWER & LIGHT
COMPANY**

By: _____
Paul I. Cutler
Treasurer

[FPL [REDACTED] Term Loan - Signature Page - Borrower's Certificate]

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EXHIBIT E TO AGREEMENT
[Form of Opinion of Borrower's Counsel]

November 24, 2015

[REDACTED]
as Administrative Agent and Lender
[REDACTED]

Re: Florida Power & Light Company \$100,000,000 Term Loan Agreement

Ladies and Gentlemen:

This opinion is furnished to you pursuant to Section 6.01(e) of that certain Term Loan Agreement, dated as of November 24, 2015 (the "**Agreement**"), between Florida Power & Light Company, a Florida corporation (the "**Borrower**"), the lenders party thereto from time to time, and [REDACTED] acting in its capacity as a lending institution (together with its successors and assigns, the "**Lender**") and as Administrative Agent for the Lenders from time to time party thereto (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

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SCHEDULE I

TO

OPINION OF SQUIRE PATTON BOGGS (US) LLP

List of Operative Documents

- (a) Term Loan Agreement, dated as of November 24, 2015 (the "Agreement") by and among Borrower, the lenders party thereto from time to time, and [REDACTED] as Administrative Agent and Lender.
- (b) Note, dated as of November 24, 2015, made by Borrower and payable to the order of [REDACTED] in a principal amount of \$100,000,000.
- (c) Borrower's Certificate, dated as of November 24, 2015.

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**EXHIBIT F-1
U.S. TAX COMPLIANCE CERTIFICATE**

**(For Foreign Lenders
That Are Not Partnerships for U.S. Federal Income Tax Purposes)**

Reference is hereby made to that certain Term Loan Agreement, dated as of November 24, 2015 (the "Loan Agreement"), between Florida Power & Light Company (as the "Borrower"), the Lenders party thereto and [REDACTED] as Administrative Agent (the "Agent") and Lender.

Pursuant to the provisions of Section 3.10 of the Loan Agreement, the undersigned hereby certifies that (i) it is the sole record and beneficial owner of the Loan(s) in respect of which it is providing this certificate, (ii) it is not a bank within the meaning of Section 881(c)(3)(A) of the Code, (iii) it is not a ten percent shareholder of the Borrower within the meaning of Section 871(h)(3)(B) of the Code and (iv) it is not a controlled foreign corporation related to the Borrower as described in Section 881(c)(3)(C) of the Code.

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

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

[NAME OF LENDER]

By: _____
Name:
Title:

Date: _____, 20[]

**EXHIBIT F-2
U.S. TAX COMPLIANCE CERTIFICATE**

**(For Foreign Participants
That Are Not Partnerships for U.S. Federal Income Tax Purposes)**

Reference is hereby made to that certain Term Loan Agreement, dated as of November 24, 2015 (the "Loan Agreement"), between Florida Power & Light Company (as the "Borrower"), the Lenders party thereto and [REDACTED] as Administrative Agent (the "Agent") and Lender.

Pursuant to the provisions of Section 3.10 of the Loan Agreement, the undersigned hereby certifies that (i) it is the sole record and beneficial owner of the participation in respect of which it is providing this certificate, (ii) it is not a bank within the meaning of Section 881(c)(3)(A) of the Code, (iii) it is not a ten percent shareholder of the Borrower within the meaning of Section 871(h)(3)(B) of the Code, and (iv) it is not a controlled foreign corporation related to the Borrower as described in Section 881(c)(3)(C) of the Code.

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

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

[NAME OF PARTICIPANT]

By: _____
Name:
Title:

Date: _____, 20[]

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EXHIBIT F-3
U.S. TAX COMPLIANCE CERTIFICATE

(For Foreign Participants
That Are Partnerships for U.S. Federal Income Tax Purposes)

Reference is hereby made to that certain Term Loan Agreement, dated as of November 24, 2015 (the "Loan Agreement"), between Florida Power & Light Company (as the "Borrower"), the Lenders party thereto and [REDACTED] as Administrative Agent (the "Agent") and Lender.

Pursuant to the provisions of Section 3.10 of the Loan Agreement, the undersigned hereby certifies that (i) it is the sole record owner of the participation in respect of which it is providing this certificate, (ii) its direct or indirect partners/members are the sole beneficial owners of such participation, (iii) with respect such participation, neither the undersigned nor any of its direct or indirect partners/members is a bank extending credit pursuant to a loan agreement entered into in the ordinary course of its trade or business within the meaning of Section 881(c)(3)(A) of the Code, (iv) none of its direct or indirect partners/members is a ten percent shareholder of the Borrower within the meaning of Section 871(h)(3)(B) of the Code and (v) none of its direct or indirect partners/members is a controlled foreign corporation related to the Borrower as described in Section 881(c)(3)(C) of the Code.

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

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

[NAME OF PARTICIPANT]

By: _____
Name:
Title:

Date: _____, 20[]

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EXHIBIT F-4
U.S. TAX COMPLIANCE CERTIFICATE

(For Foreign Lenders)
That Are Partnerships for U.S. Federal Income Tax Purposes)

Reference is hereby made to that certain Term Loan Agreement, dated as of November 24, 2015 (the "Loan Agreement"), between Florida Power & Light Company (as the "Borrower"), the Lenders party thereto and [REDACTED] as Administrative Agent (the "Agent") and Lender.

Pursuant to the provisions of *Section 3.10* of the Loan Agreement, the undersigned hereby certifies that (i) it is the sole record owner of the Loan(s) in respect of which it is providing this certificate, (ii) its direct or indirect partners/members are the sole beneficial owners of such Loan(s), (iii) with respect to the extension of credit pursuant to this Loan Agreement or any other Loan Document, neither the undersigned nor any of its direct or indirect partners/members is a bank extending credit pursuant to a loan agreement entered into in the ordinary course of its trade or business within the meaning of Section 881(c)(3)(A) of the Code, (iv) none of its direct or indirect partners/members is a ten percent shareholder of the Borrower within the meaning of Section 871(h)(3)(B) of the Code and (v) none of its direct or indirect partners/members is a controlled foreign corporation related to the Borrower as described in Section 881(c)(3)(C) of the Code.

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

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

[NAME OF LENDER]

By: _____
Name:
Title:

Date: _____, 20[]

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EXHIBIT G
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:** _____ as administrative agent under the Loan Agreement
- 5. **Loan Agreement:** Term Loan Agreement, dated as of November 24, 2015, among the Borrower, the lenders party thereto from time to time, and the Administrative Agent

¹ Select as applicable.

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[Consented to and]³ Accepted:



as Administrative Agent

By: _____

Name:

Title:

[Consented to:

FLORIDA POWER & LIGHT COMPANY

By: _____

Name:

Title:]⁴

³ To be included only if the consent of the Administrative Agent is required by the terms of the Credit Agreement.

⁴ To be included only if the consent of the Borrower is required by the terms of the Credit Agreement.

CONFIDENTIAL

Term Loan #3

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EXECUTION VERSION

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TERM LOAN AGREEMENT
\$100,000,000 TERM LOAN FACILITY

BETWEEN

FLORIDA POWER & LIGHT COMPANY, AS BORROWER

AND

[REDACTED]
AS LENDER AND ADMINISTRATIVE AGENT

DATED AS OF NOVEMBER 25, 2015

TERM LOAN AGREEMENT

This **TERM LOAN AGREEMENT**, dated as of November 25, 2015, is by and among **FLORIDA POWER & LIGHT COMPANY**, a Florida corporation (the "**Borrower**"), the lending institutions from time to time listed on *Schedule I* hereto (the "**Lender** or "**Lenders**"), and [REDACTED] acting in its capacity as Administrative Agent for the Lenders (together with its successors and assigns in such capacity, the "**Agent**") (the Borrower, the Lenders and the Agent are hereinafter sometimes referred to collectively as the "**Parties**" and individually as a "**Party**").

WITNESSETH:

WHEREAS, the Borrower has requested that the Lenders agree to make available to the Borrower a One Hundred Million United States Dollars (US\$100,000,000) term loan facility; and

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

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 Parties hereto hereby agree as follows:

ARTICLE 1 - DEFINITIONS AND RULES OF INTERPRETATION.

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

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

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

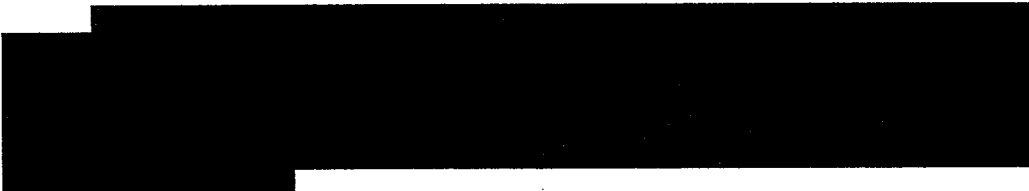
"Agent" has the meaning given such term in the Preamble.

"Agreement" means this Term Loan Agreement, including the Schedules and Exhibits hereto.

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

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

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2 “Assignment and Assumption Agreement” has the meaning assigned to such term in
3 Section 10.06(b).
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11 “Base Rate Loan” means all or any portion of any Loan bearing interest calculated by
12 reference to the Base Rate.
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14 “Bi-Lateral Term Loan Agreement” means a Term Loan Agreement, between the
15 Borrower and the Lender party thereto, in each case entered into on or after the Closing Date and
16 prior to December 31, 2015, which has an initial tenor to maturity that is same as the tenor of this
17 Agreement (i.e. three years).
18

19 “Borrower” has the meaning given such term in the preamble hereto.

20 “Borrowing” means the drawing down by the Borrower of a Loan or Loans from the
21 Lenders on any given Borrowing Date.
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23 “Borrowing Date” means the date on which any Loan is made or to be made.
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25 “Business Day” means any day other than (a) Saturday or Sunday, or (b) a day on which
26 banking institutions in New York City, New York are required or authorized to close (*provided*
27 that no day shall be deemed to be a Business Day with respect to any Eurodollar Rate Loan
28 unless such day is also a Eurodollar Business Day).
29

30 “Borrowing Notice” means a certificate to be provided pursuant to Section 2.02(a), in
31 substantially the form set forth in Exhibit A.
32

33 “Change in Law” means the occurrence, after the Effective Date, of any of the following:
34 (a) the adoption or taking effect of any law, rule, regulation or treaty, (b) any change in any law,
35 rule, regulation or treaty or in the administration, interpretation, implementation or application
36 thereof by any Governmental Authority or (c) the making or issuance of any request, rule,
37 guideline or directive (whether or not having the force of law) by any Governmental Authority;
38 *provided* that notwithstanding anything herein to the contrary, for the purposes of the increased
39 cost provisions in Section 3.06 or Section 3.07, any changes with respect to capital adequacy or
40 liquidity which result from (i) all requests, rules, guidelines or directives under or issued in
41 connection with the Dodd-Frank Wall Street Reform and Consumer Protection Act (the
42 “Dodd-Frank Act”) and (ii) all requests, rules, guidelines or directives promulgated by the Bank
43 for International Settlements, the Basel Committee on Banking Supervision (or any successor or
44 similar authority) or the United States of America or foreign regulatory authorities, in each case
45 pursuant to “Basel III” (meaning the comprehensive set of reform measures developed (and
46 designated as “Basel III” in September 2010) by the Basel Committee on Banking Supervision,
47 to strengthen the regulation, supervision and risk management of the banking sector), shall in
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each case be deemed to be a "Change in Law" as to which the affected Lender is entitled to compensation to the extent such request, rule, guideline or directive is either (1) enacted, adopted or issued after the Effective Date (but regardless of the date the applicable provision of the Dodd-Frank Act or Basel III to which such request, rule, guideline or directive relates was enacted, adopted or issued) or (2) enacted, adopted or issued prior to the Effective Date but either (A) does not require compliance therewith, or (B) which is not fully implemented until after the Effective Date and which entails increased cost related thereto that cannot be reasonably determined as of the Effective Date.

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

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2 more of the preceding clauses (a) through (d) shall be conclusive and binding absent manifest
3 error, and such Lender shall be deemed to be a Defaulting Lender (subject to *Section 3.11(b)*)
4 upon the Agent's delivery of Notice of such determination to the Borrower and each Lender.

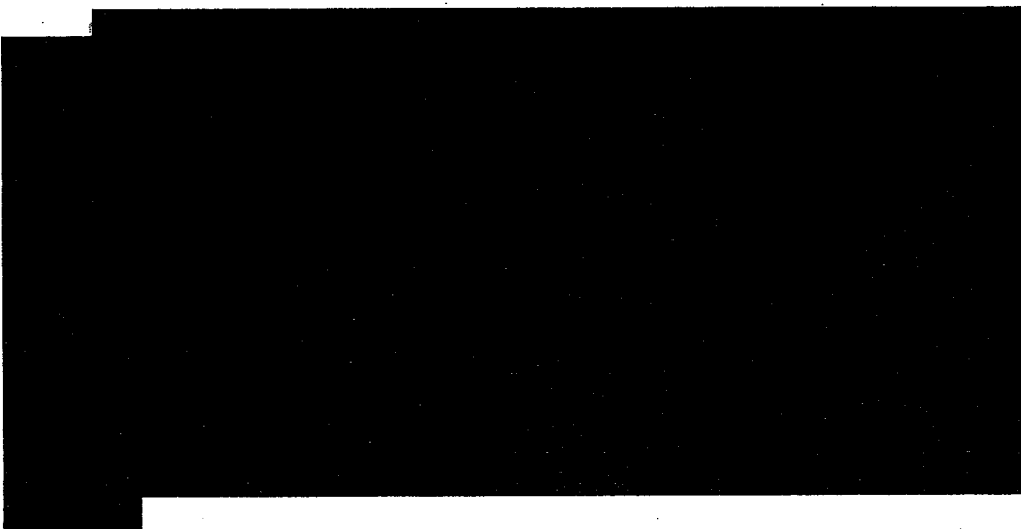
5 "Dollars" or "\$" means United States dollars or such currency of the United States of
6 America shall be legal tender for the payment of public and private debts in the United States of
7 America.
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9 "Domestic Lending Office" means, initially, the office of each Lender designated as such
10 in *Schedule I*; thereafter, such other office of such Lender, if any, located within the United
11 States that will be making or maintaining any Base Rate Loan as designated by a Lender in
12 Notice to the Borrower and the Agent.
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14 "Effective Date" means the date on which all of the conditions precedent set forth in
15 *Section 6.01* have been satisfied or waived, which is November 25, 2015.
16

17 "Eligible Assignee" means (i) any Lender or an affiliate of any Lender (in either instance,
18 unless the relevant Lender is a Defaulting Lender at the time any such assignment is proposed),
19 and (ii) any other Person that is approved by the Agent and, unless an Event of Default has
20 occurred and is continuing at the time any such assignment is effected in accordance with the
21 provisions of *Section 10.06(b)*, the Borrower, each of the foregoing approvals not to be
22 unreasonably withheld or delayed; *provided however*, that neither the Borrower nor any affiliate
23 of the Borrower shall qualify as an Eligible Assignee.
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25 "Employee Benefit Plan" means any employee benefit plan within the meaning of
26 Section 3(3) of ERISA maintained or contributed to by the Borrower or any ERISA Affiliate,
27 other than a Multiemployer Plan.
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2 “FPSC Financing Order” means the Final Order Granting the Borrower Approval for
3 Authority to Issue and Sell Securities issued by the Florida Public Service Commission on
4 November 10, 2014, as Order No. PSC-14-0656-FOF-EI, and each successive order of the
5 Florida Public Service Commission granting authority to the Borrower to issue and sell
6 securities, as applicable.
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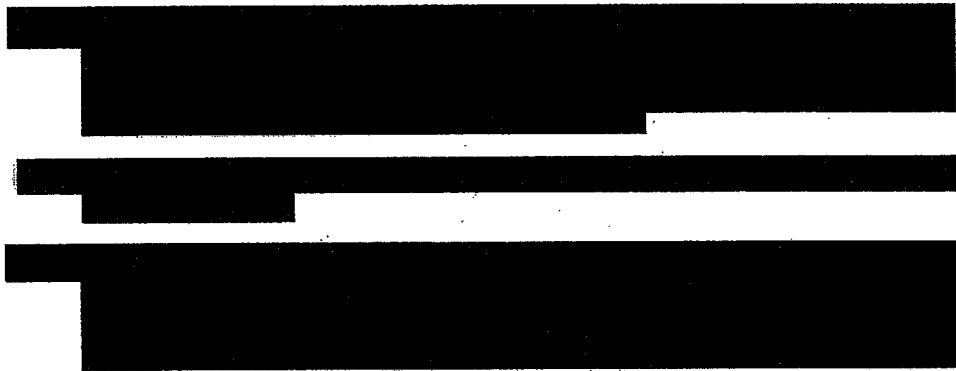
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“generally accepted accounting principles” means generally accepted accounting principles, as recognized by the American Institute of Certified Public Accountants and the Financial Accounting Standards Board, consistently applied and maintained on a consistent basis for the Borrower and its Subsidiaries throughout the period indicated and (subject to *Section 1.03*) consistent with the prior financial practice of the Borrower and its Subsidiaries.

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

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

“Immediately Available Funds” means funds with good value on the day and in the city in which payment is received.

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

“Indemnitee” has the meaning specified in *Section 10.04*.

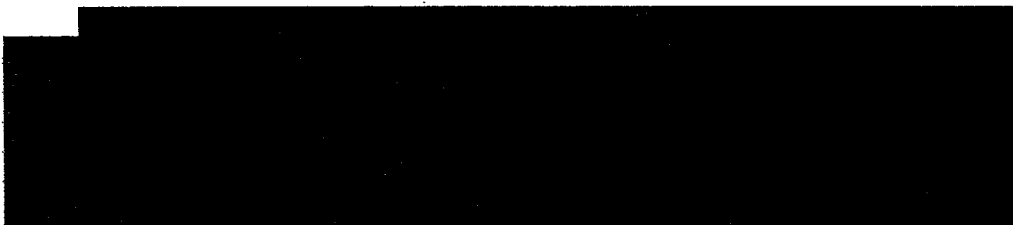
“Indemnity Claim” has the meaning specified in *Section 10.04*.

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

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2 “Loan Documents” means this Agreement, any Note or certificate or other document
3 delivered in connection herewith or therewith.

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5 “Loans” means the aggregate principal amount of the Loans of all Lenders Outstanding
6 at the time referred to in the context in which the term is used.

7 “Majority Lenders” means Lenders having more than fifty percent (50%) of the sum of
8 the aggregate unpaid principal amount of the Loans.
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18 “Maturity Date” means November 25, 2018.

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20 “Moody’s” means Moody’s Investors Service, Inc.

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22 “Multiemployer Plan” means any multiemployer plan within the meaning of Section
23 3(37) of ERISA to which the Borrower or any ERISA Affiliate contributes or has an obligation
24 to contribute or has within any of the preceding five plan years contributed or had an obligation
25 to contribute.

26 “NextEra Energy” means NextEra Energy, Inc., a Florida corporation.

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28 “Non-Defaulting Lenders” means, at any particular time, each Lender that is not a
29 Defaulting Lender at such time.

30
31 “Nonrecourse Indebtedness” has the meaning specified in *Section 5.17*.

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33 “Note” means the promissory note provided for by *Section 2.03(b)*, including (as
34 applicable) all amendments thereto and restatements thereof and all promissory notes delivered
35 in substitution or exchange therefor (including any amended and restated note issued pursuant to
36 this Agreement).

37
38 “Notice” has the meaning specified in *Section 10.02*.

39
40 “One Month LIBOR” means the ICE Benchmark Administration Settlement Rate
41 applicable to U.S. dollars for a period of one month (for the avoidance of doubt, One Month
42 LIBOR for any day shall be based on the rate appearing on Reuters LIBOR01 Page (or other
43 commercially available source providing such quotations as designated by the Agent from time
44 to time) at approximately 11:00 a.m. London time two (2) Business Days prior to such day);
45 provided that if One Month LIBOR shall be less than zero, such rate shall be deemed to be zero
46 for purposes of this Agreement.

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

“Related Parties” means, with respect to any Person, such Person’s affiliates and the partners, directors, officers, employees, agents, trustees, administrators, managers, advisors and representatives of such Person and of such Person’s affiliates.

“Removal Effective Date” has the meaning specified in *Section 9.07(b)*.

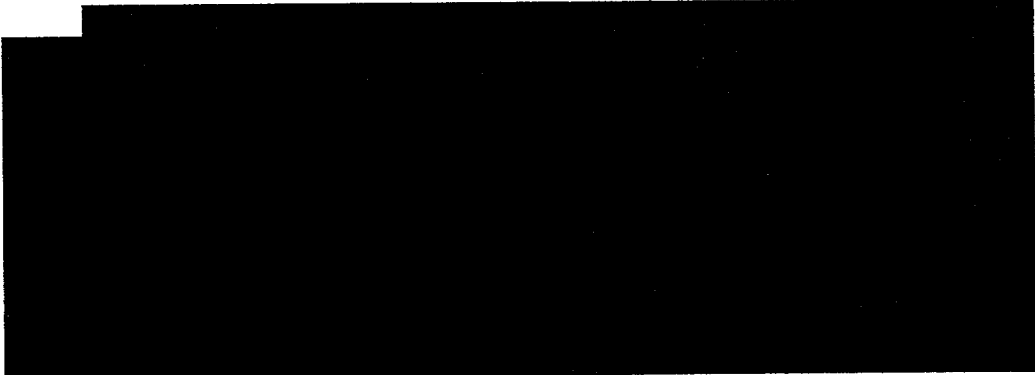
“Requirement of Law” means, as to any Person, the certificate of incorporation and by-laws or other organizational or governing documents of such Person, and any law (including common law), statute, ordinance, treaty, rule, regulation, order, decree, judgment, writ, injunction, settlement agreement,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

“Resignation Effective Date” has the meaning specified in *Section 9.07(a)*.

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

“Standard & Poor’s” means Standard & Poor’s Ratings Services, a Standard & Poor’s Financial Services LLC business.

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



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

[REDACTED]

“Type” has the meaning specified in *Section 1.02(h)*.

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

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

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"Withholding Agent" means the Borrower and the Agent.

Section 1.02. Rules of Interpretation.

(a) A reference to any document or agreement shall include such document or agreement, including any schedules or exhibits thereto, as any of same may be amended, modified or supplemented from time to time in accordance with its terms and, if applicable, the terms of this Agreement.

(b) The singular includes the plural and the plural includes the singular.

(c) A reference to any law includes any amendment or modification to such law.

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

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

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

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

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

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

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

ARTICLE 2 - LOANS.

Section 2.01. Term Loan. Each of the Lenders severally agrees, on the terms of this Agreement (including, without limitation, *Article 6*), to make, simultaneously with the other Lenders, a single loan in Dollars to the Borrower on the Effective Date in an amount not to exceed the amount set opposite the name of such Lender on *Schedule I*, provided that the aggregate principal amount of such Loans shall not exceed One Hundred Million United States Dollars (US\$100,000,000). Amounts borrowed and repaid or prepaid may not be reborrowed.

Section 2.02. Notice and Manner of Borrowing; Optional Prepayment

(a) The Borrower shall give a Borrowing Notice in substantially the form of *Exhibit A* (or telephonic notice, promptly confirmed in writing) to the Agent prior to 11:00 a.m., New York, New York time on the Effective Date specifying the account to which the proceeds of the Loan are to be transferred.

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

(c) Each of the Lenders shall, not later than noon, New York, New York time, on the Borrowing Date, make immediately available funds in Dollars in the amount of such Lender's Loan available to the Agent at the office of the Agent, by wire transfer at its address set forth on *Schedule I*, for crediting to the Borrower's designated account in accordance with the wire instructions included in the Borrowing Notice.

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

Section 2.03. Evidence of Indebtedness and Notes

(a) The Loans made by each Lender shall be evidenced by one or more accounts or records maintained by such Lender and by the Agent in the ordinary course of business. The accounts or records maintained by the Agent and each Lender shall be conclusive absent manifest error. Any failure to so record or any error in doing so shall not, however, limit

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or otherwise affect the obligation of the Borrower hereunder to pay any amount owing with respect to its obligations hereunder. In the event of any conflict between the accounts and records maintained by any Lender and the accounts and records of the Agent in respect of such matters, the accounts and records of the Agent shall control in the absence of manifest error.

(b) If specifically requested by any particular Lender in writing furnished to the Borrower, the Borrower's obligation to pay the principal of, and interest on, the Loans made by such Lender shall be evidenced by a promissory note duly executed and delivered by the Borrower; such Note to be substantially in the form of Exhibit B with blanks appropriately completed in conformity herewith (each, a "Note" and, collectively, the "Notes").

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

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

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

Section 2.05. Interest.

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

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

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

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

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

(d) In no event shall the Borrower select Interest Periods and Types of Loans which would have the result that there shall be more than ten (10) different Interest Periods for

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2 Loans outstanding at the same time (for which purpose Interest Periods for Loans of different
3 Types shall be deemed to be different Interest Periods even if the Interest Periods begin and end
4 on the same dates).

5 (e) Each Lender shall give prompt Notice to the Borrower of the applicable
6 interest rate determined by such Lender for purposes of clauses (i) or (ii) of *Section 2.05(a)*.

7
8 (f) Overdue principal, and to the extent permitted by applicable law, overdue
9 interest on the Loans and all other overdue amounts payable hereunder or under any Note shall
10 bear interest payable on demand, in the case of (i) overdue principal of or overdue interest on the
11 Loan, at a rate per annum equal to two percent (2%) above the rate then applicable to the Loan
12 and (ii) any other overdue amounts, at a rate per annum equal to two percent (2%) above the
13 Base Rate, in each case until such amount shall be paid in full (after, as well as before, judgment)

14
15 Section 2.06. Interest Rate Conversion or Continuation Options.

16 (a) The Borrower may, subject to *Section 3.04* and *Section 3.05*, elect from
17 time to time to Convert all or any portion of any Loan to a Loan of another Type, *provided* that
18 (i) with respect to any such Conversion of all or any portion of any Eurodollar Rate Loan to a
19 Base Rate Loan, the Borrower shall give the Agent an Interest Rate Notice (or telephonic notice
20 promptly confirmed in writing) at least one (1) Business Day prior to such Conversion; (ii) in the
21 event of any Conversion of all or any portion of a Eurodollar Rate Loan into a Base Rate Loan
22 prior to the last day of the Interest Period relating to that Eurodollar Rate Loan, the Borrower
23 shall indemnify each Lender in respect of such Conversion in accordance with *Section 3.09*; (iii)
24 with respect to any such Conversion of all or any portion of a Base Rate Loan to a Eurodollar
25 Rate Loan, the Borrower shall give each Lender an Interest Rate Notice (or telephonic notice
26 promptly confirmed in writing) at least three (3) Eurodollar Business Day prior to such election;
27 and (iv) no Loan may be Converted into a Eurodollar Rate Loan when any Default has occurred
28 and is continuing. On the date on which such Conversion is being made, any Lender may take
29 such action, if any, as it deems desirable to transfer the Loan to its Domestic Lending Office or
30 its Eurodollar Lending Office, as the case may be. All or any part of Loans of any Type may be
31 Converted as specified herein; *provided* that partial Conversions shall be in an aggregate
32 principal amount of [REDACTED] or any larger integral multiple of [REDACTED]. Each Interest
33 Rate Notice relating to the Conversion of all or any portion of any Base Rate Loan to a
34 Eurodollar Rate Loan shall be irrevocable by the Borrower.

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

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44 (c) Any Conversion to or from Eurodollar Rate Loans shall be in such
45 amounts and be made pursuant to such elections so that, after giving effect thereto, the aggregate
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2 principal amount of all Eurodollar Rate Loans having the same Interest Period shall not be less
3 than [REDACTED] or any integral multiple of [REDACTED] in excess thereof.
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5 (d) Except to the extent otherwise expressly provided herein, (i) each
6 Borrowing of Loans from the Lenders hereunder, each Conversion or continuation of all or a
7 portion of any Loan of a particular Type hereunder, and each payment of fees hereunder, shall be
8 effected pro rata among the Lenders in accordance with the amounts of their respective Pro Rata
9 Share and (ii) each payment of interest on Loans by the Borrower shall be made for account of
10 the Lenders pro rata in accordance with the amounts of interest on such Loans then due and
11 payable to the respective Lenders.
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18 Section 2.07. Replacement of Lenders.

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20 If (i) any Lender requests compensation under *Section 3.06* or *Section 3.07*, (ii) the
21 Borrower is required to pay any additional amount to any Lender or any Governmental Authority
22 for the account of any Lender pursuant to *Section 3.10*, (iii) any Lender is not able to make or
23 maintain its Loans as a result of any event or circumstance contemplated in *Section 3.05*, (iv)
24 any Lender is a Defaulting Lender, or (v) any Lender fails to consent to an election, consent,
25 amendment, waiver or other modification to this Agreement or any other Loan Document that
26 requires consent of a greater percentage of the Lenders than the Majority Lenders, and such
27 election, consent, amendment, waiver or other modification is otherwise consented to by the
28 Majority Lenders, then the Borrower may, at its sole expense and effort, upon Notice to such
29 Lender and the Agent, require such Lender to assign and delegate, without recourse (in
30 accordance with and subject to the restrictions contained in, and consents required by, *Section*
31 *10.06*), all of its interests, rights and obligations under this Agreement and the related Loan
32 Documents to an Eligible Assignee that shall assume such obligations (which Eligible Assignee
33 may be another Lender, if a Lender accepts such assignment); *provided that:*

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

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

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

41 (d) such Lender shall have received payment of an amount equal to
42 one hundred percent (100%) of the outstanding principal of its Loans, any accrued and unpaid
43 interest thereon, any accrued and unpaid fees and other accrued and unpaid amounts payable to it
44 hereunder and under the other Loan Documents (including any amounts under *Section 3.09*)
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(b) Delay in Requests. Delay on the part of any Lender to demand compensation pursuant to *Section 3.06*, *Section 3.07* or *Section 3.09*, as applicable, shall not constitute a waiver of such Lender's right to demand such compensation



Section 3.09. Indemnity. The Borrower agrees to indemnify each Lender and to hold each Lender harmless from and against any loss, cost or expense (including any such loss or expense arising from interest or fees payable by such Lender to lenders of funds obtained by it in order to maintain its Eurodollar Rate Loan) that such Lender may sustain or incur as a consequence of (a) default by the Borrower in payment of the principal amount of or any interest on any Eurodollar Rate Loan as and when due and payable, (b) default by the Borrower in making a prepayment after the Borrower has given a Notice of prepayment pursuant to *Section 2.02(d)*, (c) default by the Borrower in continuing any Loan, after the Borrower has given (or is deemed to have given pursuant to *Section 2.06* an Interest Rate Notice or (d) the making of any payment of principal of the Loan on a day that is not the last day of an Interest Period, including interest or fees payable by such Lender to lenders or funds obtained by it in order to maintain any Loan.

Section 3.10. Taxes.

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

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

(c) Indemnification

(i) Indemnification by Borrower. The Borrower shall indemnify each Recipient, within thirty (30) days after demand therefor, for the full amount of any Indemnified Taxes (including Indemnified Taxes imposed or asserted on or attributable

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2 where in any such case the failure to comply with any of the foregoing would not materially
3 adversely affect the business, property or financial condition of the Borrower and its
4 Subsidiaries, taken as a whole. If at any time while any portion of the Loans or any other
5 amount hereunder is outstanding, any authorization, consent, approval, permit or license from
6 any officer, agency or instrumentality of any Governmental Authority shall become necessary or
7 required in order that the Borrower may fulfill any of its obligations hereunder or under any
8 other Loan Document, the Borrower will promptly take or cause to be taken all reasonable steps
9 within the power of the Borrower to obtain such authorization, consent, approval, permit or
10 license and furnish the Agent with evidence thereof.

11 Section 5.10. Use of Proceeds. The Borrower will use the proceeds of the Loans solely
12 for the purposes described in Section 4.12.
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14 Section 5.11. Rating Agencies. The Borrower will at all times during the term of this
15 Agreement employ at least two (2) Rating Agencies for the purpose of rating the Borrower's
16 non-credit enhanced long-term senior unsecured debt or, to the extent such rating is not
17 available. The Borrower's long-term senior secured debt, one of which must be either Moody's
18 or Standard & Poor's.
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20 Section 5.12. Maintenance of Insurance. The Borrower shall maintain insurance with
21 responsible and reputable insurance companies or associations in such amounts and covering
22 such risks as is usually carried by companies engaged in similar businesses and owning similar
23 properties in the same general areas in which the Borrower operates: *provided, however*, that the
24 Borrower may self-insure (which may include the establishment of reserves, allocation of
25 resources, establishment of credit facilities and other similar arrangements) to the same extent as
26 other companies engaged in similar businesses and owning similar properties in the same general
27 areas in which the Borrower operates and to the extent consistent with prudent business practice.
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29 Section 5.13. Prohibition of Fundamental Changes. The Borrower will not consummate
30 any transaction of merger or consolidation or amalgamation, or liquidation or dissolution;
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38 The Borrower will not convey, sell, lease, transfer or otherwise dispose of, in one transaction or a
39 series of transactions, all or substantially all of its business or assets, whether now owned or
40 hereafter acquired, to any other Person unless
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Section 5.14. Indebtedness. The Borrower will insure that all obligations of the Borrower under this Agreement and the other Loan Documents rank and will rank at [REDACTED] in respect of priority of payment by the Borrower and priority of lien, charge or other security in respect of assets of the Borrower [REDACTED]

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

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

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

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

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

(v) Liens upon or with respect to margin stock;

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

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2 (vii) the Lien of the Borrower's First Mortgage, any other Liens,
3 charges or encumbrances permitted thereunder from time to time, and any other Lien or
4 Liens upon all or any portion of the property or assets which are subject to the Lien of the
5 First Mortgage;

6 (viii) any Liens securing any pollution control revenue bonds, solid
7 waste disposal revenue bonds, industrial development revenue bonds or other taxable or
8 tax-exempt bonds or similar obligations issued by or on behalf of the Borrower from time
9 to time, and any Liens given to secure any refinancing or refunding of any such
10 obligations; and

11 (ix) any other Liens or security interests (other than Liens or security
12 interests described in clauses (i) through (viii) of this Section 5.15), if the aggregate
13 principal amount of the indebtedness secured by all such Liens and security interests
14 (without duplication) does not exceed in the aggregate \$50,000,000 at any one time
15 outstanding;

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20 Section 5.16. Employee Benefit Plans. The Borrower will not:

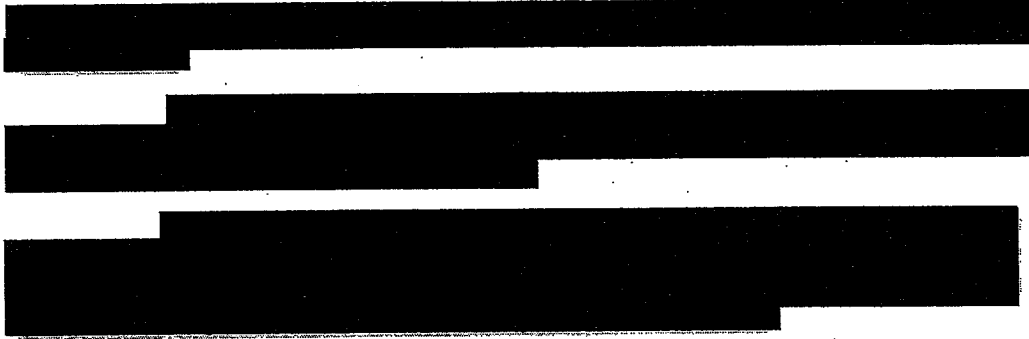
21 (a) engage in any non-exempt "prohibited transaction" within the meaning of
22 §406 of ERISA or §4975 of the Code which could result in a material liability for the Borrower;
23 or

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

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

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

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Section 5.18. Compliance with Anti-Terrorism Regulations. The Borrower shall not:

(a) Violate any Anti-Terrorism Laws or engage in any transaction, investment, undertaking or activity that conceals the identity, source or destination of the proceeds from any category of prohibited offenses designated by the Organization for Economic Co-operation and Development's Financial Action Task Force on Money Laundering.

(b) Use, directly or indirectly, the proceeds of the Loans, or lend, contribute or otherwise make available such proceeds to any subsidiary, joint venture partner or other Person, (x) to fund any activities or business of or with any Person, or in any country or territory, that is, or whose government is, the subject of Sanctions at the time of such funding, or (y) in any other manner that would result in a violation of Sanctions by any Person (including any Person participating in the Loans, whether as underwriter, advisor, investor, or otherwise).

(c) Deal in, or otherwise engage in any transaction related to, any property or interests in property blocked pursuant to any Anti-Terrorism Law, or (ii) engage in or conspire to engage in any transaction that evades or avoids, or has the purpose of evading or avoiding, or attempt to violate, any of the prohibitions set forth in any Anti-Terrorism Law.

ARTICLE 6 - CONDITIONS PRECEDENT.

Section 6.01. Conditions Precedent to Effectiveness. The effectiveness of this Agreement and the making of Loans pursuant to *Section 2.01* is subject to the following conditions precedent, each of which shall have been met or performed in the reasonable opinion of the Agent:

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

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

(c) Incumbency Certificate. The Borrower shall have provided its incumbency certificate to the Agent dated as of the Effective Date, signed by its duly authorized

1 officer, and giving the name and bearing a specimen signature of each individual who shall be
2 authorized: (1) to sign, in the name and on behalf of the Borrower each of the Loan Documents
3 to which it is a party, (2) to make Conversion requests and (3) to give notices and to take other
4 action on its behalf under the Loan Documents.
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6 (d) Borrower's Certificate. The Agent shall have received from the
7 Borrower's executed certificate, dated as of the Effective Date, substantially in the form of
8 Exhibit D.
9

10 (e) Opinion of Counsel. The Agent shall have received a favorable opinion
11 addressed to the Lenders and the Agent, dated as of the Effective Date, substantially in the form
12 of Exhibit E attached hereto, from Squire Patton Boggs (US) LLP, counsel to the Borrower.
13

14 (f) No Legal Impediment. No change shall have occurred in any law or
15 regulations thereunder or interpretations thereof that in the reasonable opinion of any Lender
16 would make it illegal for such Lender to make any Loan.
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18 (g) Governmental Regulation. Each Lender shall have received such
19 statements in substance and form reasonably satisfactory to such Lender as such Lender shall
20 require for the purpose of compliance with any applicable regulations of the Comptroller of the
21 Currency or the Board of Governors of the Federal Reserve Board, including, without
22 limitation, applicable "know your customer" requirements.
23

24 (h) Note. The Note (if same is requested by the Lender) shall have been duly
25 executed and delivered by the Borrower to [REDACTED] as the sole Lender
26 on the Effective Date.
27

28 (i) Proceedings and Documents. All proceedings in connection with the
29 transactions contemplated by this Agreement, the other Loan Documents and all other
30 documents incident thereto shall be satisfactory in substance and in form to the Lenders and to
31 counsel for the Agent, and the Lenders and such counsel shall have received all information and
32 such counterpart originals or certified or other copies of such documents as the Agent may
33 reasonably request.
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35 (j) Borrowing Notice. The Borrower shall have delivered the Borrowing
36 Notice to the Agent as provided for in *Section 2.02(a)*.
37

38 (k) No Default. No Default shall have occurred and be continuing or will
39 occur upon the making of the Loans, and each of the representations and warranties contained in
40 this Agreement, the other Loan Documents or in any document or instrument delivered pursuant
41 to or in connection with this Agreement shall be true in all material respects as of the time of the
42 making of the Loans, with the same effect as if made at and as of that time (except to the extent
43 that such representations and warranties relate expressly to an earlier date).
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45 **ARTICLE 7 - EVENTS OF DEFAULT, ACCELERATION, ETC.**

46 Section 7.01. Events of Default. The following events shall constitute "Events of
47 Default" for purposes of this Agreement:
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(a) the Borrower shall fail to pay any principal of the Loan when the same shall become due and payable, whether at the stated date of maturity or any accelerated date of maturity or at any other date fixed for payment; or

(b) the Borrower shall fail to pay any interest on the Loan, any fees or other sums due hereunder or under any of the other Loan Documents, for a period of [REDACTED] following the date when the same shall become due and payable, whether at the stated date of maturity or any accelerated date of maturity or at any other date fixed for payment; or

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

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

(e) the Borrower shall default in the payment when due of any principal of or any interest on any Funded Debt [REDACTED] or more, or fail to observe or perform any material term, covenant or agreement contained in any agreement by which it is bound, evidencing or securing Funded Debt, [REDACTED] or more, for such period of time as would permit (assuming the giving of appropriate notice or the lapse of time if required) the holder or holders thereof or of any obligations issued thereunder to accelerate the maturity thereof, unless such failure shall have been cured by the Borrower or effectively waived by such holder or holders; or

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

(g) without its application, approval or consent, a proceeding shall be commenced, in any court of competent jurisdiction, seeking in respect of the Borrower: the liquidation, reorganization, dissolution, winding-up, or composition or readjustment of debt, the

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appointment of a trustee, receiver, liquidator or the like of the Borrower, or of all or any substantial part of the assets of the Borrower, or other like relief in respect of the Borrower, under any law relating to bankruptcy, insolvency, reorganization, winding-up, or composition or adjustment of debts unless such proceeding is contested in good faith by the Borrower; and, if the proceeding is being contested in good faith by the Borrower, the same shall continue undismissed, or unstayed and in effect, for any period of [REDACTED] or an order for relief against the Borrower shall be entered in any involuntary case under the Bankruptcy Code; or

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

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

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

[REDACTED]

ARTICLE 9 - AGENT.

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

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

25 Section 9.03. Exculpatory Provisions.

26
27 (a) The duties and obligations of the Agent are only as expressly set forth
28 herein and in the other Loan Documents, and its duties hereunder shall be administrative in
29 nature. Without limiting the generality of the foregoing, the Agent:
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31 (i) shall not be subject to any fiduciary or other implied duties,
32 regardless of whether a Default has occurred and is continuing;
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34 (ii) shall not have any duty to take any discretionary action or exercise
35 any discretionary powers, except discretionary rights and powers expressly contemplated
36 hereby or by the other Loan Documents that the Agent is required to exercise as directed
37 in writing by the Majority Lenders (or such other number or percentage of the Lenders as
38 shall be expressly provided for herein or in the other Loan Documents); *provided* that the
39 Agent shall not be required to take any action that, in its opinion or the opinion of its
40 counsel, may expose the Agent to liability or that is contrary to any Loan Document or
41 applicable law, including for the avoidance of doubt any action that may be in violation
42 of the automatic stay under any Insolvency Proceedings or that may effect a forfeiture,
43 modification or termination of property of a Defaulting Lender in violation of any
44 Insolvency Proceedings; and
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2 Rata Share and any provision of the Loan Documents that requires action by all of the Lenders
3 may not be amended without the written consent of all of the Lenders and (c) *Article 9* may not
4 be amended without the written consent of the Agent. No waiver shall extend to or affect any
5 obligation not expressly waived or impair any right consequent thereon. No course of dealing or
6 delay or omission on the part of the Agent or any Lender in exercising any right shall operate as
7 a waiver thereof or otherwise be prejudicial thereto. No notice to or demand upon the Borrower
8 shall entitle the Borrower to other or further notice or demand in similar or other circumstances.

9
10 Section 10.02. Notices. (a) Except as otherwise expressly provided in this Agreement,
11 all notices, demands, consents, waivers, elections, approvals, requests and similar
12 communications required or permitted to be provided in connection with this Agreement (any of
13 the foregoing being referred to as a "Notice") shall be set forth in writing and shall be given by
14 U.S. registered or certified mail (return receipt requested) or by recognized nationwide courier
15 service (with signature required to evidence receipt), and shall be deemed received by the
16 addressee Party when delivered during normal business hours to such Party's address as shown
17 below (or such other address as that Party may specify from time to time in written Notice given
18 pursuant hereto not less than thirty (30) days prior to the date that the new address is intended to
19 become effective); *provided* that (x) any Notice delivered in accordance with *Article 2* may be
20 delivered by facsimile or other specified electronic delivery system acceptable to the Agent and
21 the Borrower, and (y) any Notice delivered to the appropriate address for the receiving Party at
22 any time other than during normal business hours will be deemed to be given and received by the
23 receiving Party on the next Business Day thereafter:

24 (i) if to Borrower, at 700 Universe Boulevard, Juno Beach, Florida 33408-8801,
25 Attention: Treasurer (and for purposes of Notices which can be provided, or
26 confirmed, telephonically or by facsimile as specified in *Article 2*, Telephone No.
27 (561) 694-6204, Facsimile No. (561) 694-3707), or at such other address for
28 Notice as Borrower shall last have furnished in writing to the Person giving the
29 Notice;

30 (ii) if to the Agent, at [REDACTED] Attention:
31 [REDACTED] (and for purposes of Notices which can be provided,
32 or confirmed, telephonically or by facsimile as specified in *Article 2*, Telephone
33 No. [REDACTED] Facsimile No. [REDACTED] or such other
34 address for Notice as the Agent shall last have furnished in writing to the Person
35 giving the Notice;

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

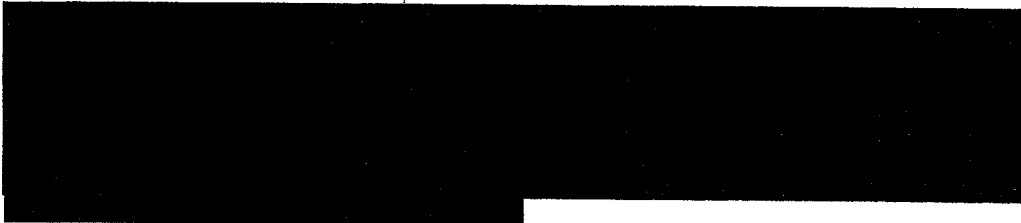
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40 (b) So long as [REDACTED] or any of its affiliates is the
41 Agent, materials required to be delivered pursuant to *Section 5.04(a), (b), (c) and (d)* and *Section*
42 *5.05* shall be delivered to the Agent in an electronic medium in a format acceptable to the Agent
43 and the Lenders by email at: [REDACTED] (or such other address as the
44 Agent may notify the Borrower from time to time). The Borrower agrees that the Agent may
45 make such materials, as well as any other written information, documents, instruments and other
46 material relating to the Borrower, any of its Subsidiaries or any other materials or matters
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1 relating to this Agreement, any Notes as may be issued hereunder or any of the transactions
2 contemplated hereby (collectively, the "Communications") available to the Lenders by posting
3 such notices on DebtDomain or a substantially similar electronic system (the "Platform"). The
4 Borrower acknowledges that (i) the distribution of material through an electronic medium is not
5 necessarily secure and that there are confidentiality and other risks associated with such
6 distribution, (ii) the Platform is provided "as is" and "as available" and (iii) neither the Agent nor
7 any of its affiliates warrants the accuracy, adequacy or completeness of the Communications or
8 the Platform and each expressly disclaims liability for errors or omissions in the
9 Communications or the Platform. No warranty of any kind, express, implied or statutory,
10 including, without limitation, any warranty of merchantability, fitness for a particular purpose,
11 non-infringement of third party rights or freedom from viruses or other code defects, is made by
12 the Agent or any of its affiliates in connection with the Platform. The Agent shall not be liable
13 (except to the extent that such liability arises out of the gross negligence, bad faith or willful
14 misconduct of the Agent or its Related Parties) for any damages arising from the use by
15 unintended recipients of any information or other materials distributed by the Agent, pursuant to
16 this *Section 10.02(b)* or *Section 10.02(c)* through telecommunications, electronic or other
17 information transmission systems in connection with this Agreement or the other Loan
18 Documents or the transactions contemplated hereby or thereby.
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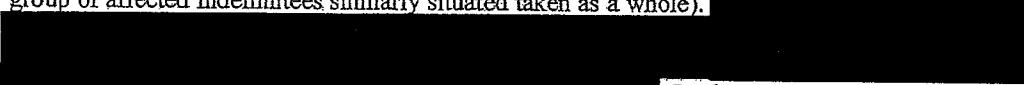
20 (c) Each Lender agrees that Notice to it (as provided in the next sentence) (a
21 "Communication Notice") specifying that any Communications have been posted to the Platform
22 shall constitute effective delivery of such information, documents or other materials to such
23 Lender for purposes of this Agreement; *provided* that if requested by any Lender, the Agent
24 shall deliver a copy of the Communications to such Lender by email or facsimile. Each Lender
25 agrees (i) to notify the Agent in writing of such Lender's email address to which a
26 Communication Notice may be sent by electronic transmission (including by electronic
27 communication) on or before the date such Lender becomes a party to this Agreement (and from
28 time to time thereafter to ensure that the Agent has on record an effective email address for such
29 Lender) and (ii) that any Communication Notice may be sent to such email address.
30

31 Section 10.03. Expenses. The Borrower agrees to pay promptly following receipt of
32 written invoices describing in reasonable detail (a) the reasonable fees, expenses and
33 disbursements of the Agent's external counsel incurred in connection with the administration or
34 interpretation of the Loan Documents and other instruments mentioned herein, the negotiation of
35 this Agreement and the closing hereunder, and amendments, modifications, approvals, consents
36 or waivers hereto or hereunder, (b) the reasonable fees, expenses and disbursements of the Agent
37 in connection with the administration or interpretation of the Loan Documents and other
38 instruments mentioned herein, and
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Section 10.04. Indemnification. The Borrower agrees to indemnify and hold harmless the Agent, the Lenders and their respective officers, affiliates, directors, employees, agents and advisors (each, an "Indemnitee") from and against any and all claims, actions and suits by a third party (which third party may, for these purposes, include the Agent or a Lender) (collectively, "Actions"), whether groundless or otherwise, and from and against any and all liabilities, losses, damages and expenses payable by any Indemnitee to any third party (which third party may, for these purposes, include the Agent or a Lender) (collectively, "Liabilities") of every nature and character incurred by or awarded against any such Indemnitee (including the reasonable fees and expenses of counsel), in each case arising out of this Agreement or any of the other Loan Documents or the transactions contemplated hereby including, without limitation, (a) any actual or proposed use by the Borrower of the proceeds of the Loans, or (b) the Borrower entering into or performing this Agreement or any of the other Loan Documents; *provided* that the liabilities, losses, damages and expenses indemnified pursuant to this *Section 10.04* shall not include any liabilities, losses, damages and expenses in respect of any taxes, levies, imposts, deductions, charges or withholdings, indemnification for which is provided on the basis, and to the extent, specified in *Section 3.09*; and *provided further*, that such indemnity shall not be available as to any Indemnitee, to the extent that such liabilities, losses, damages and expenses arise out of the gross negligence, bad faith or willful misconduct of such Indemnitee or any of its Related Parties. In the event that an Indemnitee shall become subject to any Action or Liability with respect to any matter for which indemnification may apply pursuant to this *Section 10.04* (an "Indemnity Claim"), such Indemnitee shall give Notice of such Indemnity Claim to the Borrower by telephone at: (561) 694-6204 and also in accordance with the written Notice requirements in *Section 10.02*. Such Indemnitee may retain counsel and conduct the defense of such Indemnity Claim, as it may in its sole discretion deem proper, at the sole cost and expense of the Borrower. So long as no Default shall have occurred and be continuing hereunder, no Indemnitee shall compromise or settle any claim without the prior written consent of the Borrower, which consent shall not unreasonably be withheld or delayed (*provided* that the Borrower shall only be responsible for the reasonable fees and expenses of one counsel for all Indemnitees taken as a whole unless any actual or potential conflict of interest between such Indemnitees makes it inappropriate for one counsel to represent all such Indemnitees, in which event the Borrower shall be responsible for the reasonable fees and expenses of one additional counsel for each group of affected Indemnitees similarly situated taken as a whole).




In the case of an investigation, litigation or other proceeding to which the indemnity in this *Section 10.04* applies, such indemnity shall be effective whether or not the affected Indemnitee is a party thereto and whether or not the transactions contemplated hereby are consummated. Each Party also agrees not to assert any claim against any other Party or any of its respective affiliates, or any of its

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respective directors, officers, employees, attorneys and agents, on any theory of liability, for special, indirect, consequential or punitive damages arising out of or otherwise relating to this Agreement, any Notes as may be issued hereunder, any other Loan Document, any of the transactions contemplated herein or the actual or proposed use of the proceeds of the Loans (*provided* that the foregoing shall not preclude any Indemnitee from seeking to recover the preceding types of damages from the Borrower to the extent the same are specifically payable by such Indemnitee to any third party).

Section 10.05, Survival of Covenants. All covenants, agreements representations and warranties made herein, in the Notes, in any of the other Loan Documents or in any documents or other papers delivered by or on behalf of the Borrower pursuant hereto shall be deemed to have been relied upon by the Agent and the Lenders, notwithstanding any investigation heretofore or hereafter made by any of them, and shall survive the making by the Lenders of the Loans, as herein contemplated, and shall continue in full force and effect so long as any amount due under this Agreement, the Notes, or any of the other Loan Documents remains outstanding. All statements contained in any certificate or other paper delivered to the Agent or any Lender at any time by or on behalf of the Borrower pursuant hereto or in connection with the transactions contemplated hereby shall constitute representations and warranties by the Borrower hereunder.



Section 10.06, Assignment and Participations.

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

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

(i) Minimum Amounts. The principal outstanding balance of the Loans in of the assigning Lender subject to each such assignment (determined as of the date the Assignment and Assumption, made pursuant to an Assignment and Assumption

1
2 Agreement in the form of Exhibit G hereto (the "Assignment and Assumption
3 Agreement"), with respect to such assignment is delivered to the Agent or, if "Trade
4 Date" is specified in the Assignment and Assumption Agreement, as of the Trade Date) shall not be less than US [REDACTED] unless each of the Agent and, so long as no Event of
5 Default has occurred and is continuing, the Borrower otherwise consents.
6

7
8 (ii) Proportionate Amounts. Each partial assignment shall be made as
9 an assignment of a proportionate part of all the assigning Lender's rights and obligations
10 under this Agreement with respect to the Loan assigned.

11 (iii) Required Consents. No consent shall be required for any
12 assignment except to the extent required by Section 10.06(b)(i) and, in addition:
13

14 (A) the consent of the Borrower (such consent not to be
15 unreasonably withheld or delayed) shall be required unless
16 (x) an Event of Default has occurred and is continuing at
17 the time of such assignment, or (y) such assignment is to a
18 Lender or an affiliate of a Lender which is majority-owned
19 and controlled by such Lender or any corporation
20 controlling such Lender; and

21
22 (B) the consent of the Agent (such consent not to be
23 unreasonably withheld or delayed) shall be required for
24 assignments in respect of the Loans, if such assignment is
25 to a Person that is not a Lender or an affiliate of such
26 Lender which is majority-owned and controlled by such
27 Lender or any corporation controlling such Lender.

28 (iv) Assignment and Assumption. The parties to each assignment shall
29 execute and deliver to the Agent an Assignment and Assumption Agreement, together
30 with a processing and recordation fee of [REDACTED]
31 [REDACTED] provided that the Agent may, in its sole discretion, elect to waive
32 such processing and recordation fee in the case of any assignment. The assignee, if it is
33 not a Lender, shall deliver to the Agent an Administrative Questionnaire.
34

35 (v) No Assignment to Certain Persons. No such assignment shall be
36 made to (A) the Borrower or any of the Borrower's affiliates or Subsidiaries or (B) to any
37 Defaulting Lender or any of its affiliates or Subsidiaries, or any Person who, upon
38 becoming a Lender hereunder, would constitute any of the foregoing Persons described in
39 this clause (B).
40

41 (vi) No Assignment to Natural Persons. No such assignment shall be
42 made to a natural Person.
43

44 (vii) Certain Additional Payments. In connection with any assignment
45 of rights and obligations of any Defaulting Lender hereunder, no such assignment shall
46 be effective unless and until, in addition to the other conditions thereto set forth herein,
47 the Defaulting Lender or its assignee shall make such additional payments to the Agent in
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IN WITNESS WHEREOF, the undersigned have duly executed this Agreement as a sealed instrument as of the date first set forth above.

FLORIDA POWER & LIGHT
COMPANY, as the Borrower

By: Paul I. Cutler
Paul I. Cutler
Treasurer

Signed by Florida Power and Light Company
by Paul I. Cutler, its Treasurer, in the presence
of:

Susan Labar
Signature of Witness

SUSAN LABAR
Print Name

Address: Beijing, China

CONFIDENTIAL

Term Loan #3

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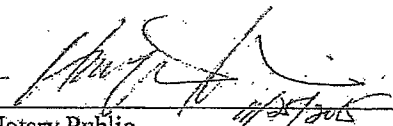
[Redacted] as Administrative Agent and
Lender

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

STATE OF New York)
) ss.
COUNTY OF New York)

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

IN WITNESS WHEREOF, I have hereto set my hand and official seal at New York, NY, this 25th day of 2015.


Notary Public

My Commission Expires:
HUI YING CHIN
Notary Public, State of New York
No. 24-5007267
By: _____
Name: _____ Qualified in Kings County
Comm. Expires Jan. 55, 2017
Title: _____

SCHEDULE I
TO TERM LOAN AGREEMENT
LENDERS

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[REDACTED]	\$100,000,000
<p><u>Lending Office for all Loans:</u></p> <p>[REDACTED]</p> <p><u>Address for Notices:</u></p> <p>[REDACTED]</p> <p>Attention: [REDACTED]</p> <p>Telecopier No: [REDACTED]</p> <p>Telephone No: [REDACTED]</p> <p>Email: [REDACTED]</p>	

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EXHIBIT A TO AGREEMENT

[Form of Borrowing Notice]

BORROWING NOTICE

November 25, 2015

[REDACTED]

Telephone No.: [REDACTED]

Ladies and Gentlemen:

The undersigned, FLORIDA POWER & LIGHT COMPANY, a Florida corporation (the "Borrower"), refers to the Term Loan Agreement, dated as of November 25, 2015 (as amended or modified from time to time, the "Loan Agreement", the terms defined therein being used herein as therein defined) among the undersigned, the Lenders party thereto and [REDACTED] as Administrative Agent and Lender (the "Agent"), and hereby requests a borrowing of a Loan under the Agreement, and in that connection sets forth below the information relating to the borrowing (the "Proposed Borrowing") as required by Section 2.02(a) of the Agreement.

- (i) The Business Day of the Proposed Borrowing is December 1, 2015.
- (ii) The Proposed Borrowing is a Eurodollar Rate Loan with an initial Interest Period of one (1) month.
- (iii) The aggregate amount of the Proposed Borrowing is US\$100,000,000.

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

- (A) No Default shall have occurred and be continuing or will occur upon the making of the Loan, and
- (B) Each of the representations and warranties contained in the Agreement, the other Loan Documents or in any document or instrument delivered pursuant to or in connection with the Agreement will be true in all material respects as of the time of the making of the Loan with the same effect as if made at and as of that time (except to the extent that such representations and warranties relate expressly to an earlier date).

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

Name of Bank:
Street Address of Bank:
City/State/ZIP of Bank:
ABA Number of Bank:
SWIFT:
Name of Account:
Account Number at Bank:



[SIGNATURE APPEARS ON THE FOLLOWING PAGE]

CONFIDENTIAL

Term Loan #3

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Very truly yours,

**FLORIDA POWER & LIGHT
COMPANY**

By: _____
Name:
Title:

[FPL/ [REDACTED] Term Loan - Signature Page - Borrowing Notice]

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EXHIBIT B TO AGREEMENT

[Form of Note]

NOTE

\$100,000,000

Dated: November 25, 2015

FOR VALUE RECEIVED, the undersigned, FLORIDA POWER & LIGHT COMPANY, a Florida corporation (hereinafter, together with its successors in title and assigns, called "Borrower"), by this promissory note (hereinafter called "this Note"), absolutely and unconditionally promises to pay to the order of [REDACTED] (hereinafter, together with its successors in title and permitted assigns, called the "Lender"), the principal sum of ONE HUNDRED THOUSAND DOLLARS AND NO/100 DOLLARS (\$100,000,000), or the aggregate unpaid principal amount of the Loan evidenced by this Note made by Lender to Borrower pursuant to the Agreement (as hereinafter defined), whichever is less, on the Maturity Date (as defined in the Agreement), and to pay interest on the principal sum outstanding hereunder from time to time from the Effective Date until the said principal sum or the unpaid portion thereof shall have been paid in full.

The unpaid principal (not at the time overdue) of this Note shall bear interest at the annual rate from time to time in effect under the Agreement referred to below (the "Applicable Rate"). Accrued interest on the unpaid principal under this Note shall be payable on the dates, and in the manner, specified in the Agreement.

On the Maturity Date there shall become absolutely due and payable by Borrower hereunder, and Borrower hereby promises to pay to the Holder (as hereinafter defined) hereof, the balance (if any) of the principal hereof then remaining unpaid, all of the unpaid interest accrued hereon and all (if any) other amounts payable on or in respect of this Note or the indebtedness evidenced hereby.

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

Each payment of principal, interest or other sum payable on or in respect of this Note or the indebtedness evidenced hereby shall be made by Borrower directly to Lender at Lender's office, as provided in the Agreement, for the account of the Holder, not later than 2:00 p.m., New York, New York time, on the due date of such payment. All payments on or in respect of this Note or the indebtedness evidenced hereby shall be made without set-off or counterclaim and free and clear of and without any deduction of any kind for any taxes, levies, fees, deductions withholdings, restrictions or conditions of any nature, except as expressly set forth in Section 3.10 and Section 8.02 of the Agreement.

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

5
6 This Note is made and delivered by the Borrower to the Lender pursuant to that certain Term
7 Loan Agreement, dated as of November 25, 2015, by among the Borrower, the lenders party
8 thereto, and [REDACTED] as Administrative Agent and Lender (such
9 agreement, as originally executed, or, if varied or supplemented or amended and restated from
10 time to time hereafter, as so varied or supplemented or amended and restated, called the
11 "Agreement"). This Note evidences the obligations of Borrower (a) to repay the principal
12 amount of the Loan made by Lender to Borrower under the Agreement, (b) to pay interest, as
13 provided in the Agreement on the principal amount hereof remaining unpaid from time to time,
14 and (c) to pay other amounts which may become due and payable hereunder as provided herein
15 and in the Agreement.

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

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

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

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

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

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IN WITNESS WHEREOF, this Note has been duly executed by the undersigned, FLORIDA POWER & LIGHT COMPANY, on the day and in the year first above written.

**FLORIDA POWER & LIGHT
COMPANY**

By: _____
Paul I. Cutler
Treasurer

Signed by Florida Power and Light Company
by Paul. I. Cutler, its Treasurer, in the presence
of:

Signature of Witness

Print Name

Address: _____

EXHIBIT C TO AGREEMENT

[Form of Interest Rate Notice]

INTEREST RATE NOTICE

[Date]

[REDACTED]
as Administrative Agent and Lender

[REDACTED]
Telephone No.: [REDACTED]

Ladies and Gentlemen:

Pursuant to *Section 2.06* of that certain Term Loan Agreement, dated as of November 25, 2015 (as amended or modified from time to time, the "Loan Agreement", the terms defined therein being used herein as therein defined), among the undersigned, the Lenders party thereto and [REDACTED] as Administrative Agent and Lender, the Borrower hereby gives you irrevocable notice of its request to Convert the Loan(s) and/or Interest Periods currently under effect under the Loan Agreement as follows *[select from the following as applicable]*:

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

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

[SIGNATURE APPEARS ON FOLLOWING PAGE]

CONFIDENTIAL

Term Loan #3

Page 80 of 99

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Very truly yours,

**FLORIDA POWER & LIGHT
COMPANY**

By: _____
Name:
Title:

[FPL ██████████ Term Loan - Signature Page - Interest Rate Notice]

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EXHIBIT D TO AGREEMENT

Form of Borrower's Certificate

* * *

CERTIFICATE OF

FLORIDA POWER & LIGHT COMPANY

November 25, 2015

This Certificate is given pursuant to that certain Term Loan Agreement between Florida Power & Light Company (the "Borrower") the Lenders party thereto and [REDACTED] as Administrative Agent (the "Agent") and Lender, dated as of November 25, 2015 (the "Loan Agreement"). Each initially capitalized term which is used and not otherwise defined in this Certificate shall have the meaning specified for such term in the Loan Agreement. This Certificate is delivered in satisfaction of the conditions precedent set forth in *Section 6.01* of the Loan Agreement.

1. The Borrower hereby provides notice to the Agent that November 25, 2015 is hereby deemed to be the Effective Date.
2. The Borrower hereby certifies to the Agent that as of the Effective Date, except in respect of the matters described in *Schedule 4.04* of the Loan Agreement, there has been no material adverse change in the business or financial condition of any of the Borrower or any of its Subsidiaries taken as a whole from that set forth in the financial statements included in the Borrower's annual report on Form 10-K referred to in *Section 4.04* of the Loan Agreement. This representation and warranty is made only as of the Effective Date and shall not be deemed made or remade on or as of any subsequent date notwithstanding anything contained in the Loan Agreement, the other Loan Documents or in any document or instrument delivered pursuant to or in connection with the Loan Agreement.
3. The Borrower hereby further certifies that as of the Effective Date, the representations and warranties of the Borrower contained in the Loan Agreement are true and correct in all material respects (except to the extent that such representations and warranties expressly relate to an earlier date) and there exists no Default.

[SIGNATURE APPEARS ON THE NEXT PAGE]

CONFIDENTIAL

Term Loan #3

Page 82 of 99

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2 **IN WITNESS WHEREOF**, the undersigned has duly executed this Borrower's
3 Certificate effective as of the date first set forth above.
4

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6 **FLORIDA POWER & LIGHT**
7 **COMPANY**
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10 By: _____
11 Paul I. Cutler
12 Treasurer
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46 [FPL ██████████] Term Loan - Signature Page - Borrower's Certificate
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48 E-2
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EXHIBIT E TO AGREEMENT
[Form of Opinion of Borrower's Counsel]

November 25, 2015

[REDACTED]
as Administrative Agent and Lender
[REDACTED]

Re: Florida Power & Light Company \$100,000,000 Term Loan Agreement

Ladies and Gentlemen:

This opinion is furnished to you pursuant to Section 6.01(e) of that certain Term Loan Agreement, dated as of November 25, 2015 (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.

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SCHEDULE I

TO

OPINION OF SQUIRE PATTON BOGGS (US) LLP

List of Operative Documents

- (a) Term Loan Agreement, dated as of November 25, 2015 (the "Agreement"), by and among Borrower, the lenders party thereto from time to time, and [REDACTED] as Administrative Agent and Lender.
- (b) Note, dated as of November 25, 2015, made by Borrower and payable to the order of [REDACTED] in a principal amount of \$100,000,000.
- (c) Borrower's Certificate, dated as of November 25, 2015.

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EXHIBIT F-1
U.S. TAX COMPLIANCE CERTIFICATE

(For Foreign Lenders That Are Not Partnerships for U.S. Federal Income Tax Purposes)

Reference is hereby made to that certain Term Loan Agreement, dated as of November 25, 2015 (the "Loan Agreement"), between Florida Power & Light Company (as the "Borrower"), the Lenders party thereto and [REDACTED] as Administrative Agent and Lender (the "Agent").

Pursuant to the provisions of Section 3.10 of the Loan Agreement, the undersigned hereby certifies that (i) it is the sole record and beneficial owner of the Loan(s) in respect of which it is providing this certificate, (ii) it is not a bank within the meaning of Section 881(c)(3)(A) of the Code, (iii) it is not a ten percent shareholder of the Borrower within the meaning of Section 871(h)(3)(B) of the Code and (iv) it is not a controlled foreign corporation related to the Borrower as described in Section 881(c)(3)(C) of the Code.

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

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

[NAME OF LENDER]

By: _____

Name:

Title:

Date: _____, 20[]

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EXHIBIT F-2
U.S. TAX COMPLIANCE CERTIFICATE

**(For Foreign Participants
That Are Not Partnerships for U.S. Federal Income Tax Purposes)**

Reference is hereby made to that certain Term Loan Agreement, dated as of November 25, 2015 (the "Loan Agreement"), between Florida Power & Light Company (as the "Borrower"), the Lenders party thereto and [REDACTED] as Administrative Agent and Lender (the "Agent").

Pursuant to the provisions of Section 3.10 of the Loan Agreement, the undersigned hereby certifies that (i) it is the sole record and beneficial owner of the participation in respect of which it is providing this certificate, (ii) it is not a bank within the meaning of Section 881(c)(3)(A) of the Code, (iii) it is not a ten percent shareholder of the Borrower within the meaning of Section 871(h)(3)(B) of the Code, and (iv) it is not a controlled foreign corporation related to the Borrower as described in Section 881(c)(3)(C) of the Code.

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

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

[NAME OF PARTICIPANT]

By: _____

Name:

Title:

Date: _____, 20[]

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EXHIBIT F-3
U.S. TAX COMPLIANCE CERTIFICATE

(For Foreign Participants That Are Partnerships for U.S. Federal Income Tax Purposes)

Reference is hereby made to that certain Term Loan Agreement, dated as of November 25, 2015 (the "Loan Agreement"), between Florida Power & Light Company (as the "Borrower"), the Lenders party thereto and [REDACTED] as Administrative Agent and Lender (the "Agent").

Pursuant to the provisions of Section 3.10 of the Loan Agreement, the undersigned hereby certifies that (i) it is the sole record owner of the participation in respect of which it is providing this certificate, (ii) its direct or indirect partners/members are the sole beneficial owners of such participation, (iii) with respect such participation, neither the undersigned nor any of its direct or indirect partners/members is a bank extending credit pursuant to a loan agreement entered into in the ordinary course of its trade or business within the meaning of Section 881(c)(3)(A) of the Code, (iv) none of its direct or indirect partners/members is a ten percent shareholder of the Borrower within the meaning of Section 871(h)(3)(B) of the Code and (v) none of its direct or indirect partners/members is a controlled foreign corporation related to the Borrower as described in Section 881(c)(3)(C) of the Code.

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

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

[NAME OF PARTICIPANT]

By: _____
Name:
Title:

Date: _____, 20[]

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EXHIBIT F-4
U.S. TAX COMPLIANCE CERTIFICATE

(For Foreign Lenders That Are Partnerships for U.S. Federal Income Tax Purposes)

Reference is hereby made to that certain Term Loan Agreement, dated as of November 25, 2015 (the "Loan Agreement"), between Florida Power & Light Company (as the "Borrower"), the Lenders party thereto and [REDACTED] as Administrative Agent and Lender (the "Agent").

Pursuant to the provisions of Section 3.10 of the Loan Agreement, the undersigned hereby certifies that (i) it is the sole record owner of the Loan(s) in respect of which it is providing this certificate, (ii) its direct or indirect partners/members are the sole beneficial owners of such Loan(s), (iii) with respect to the extension of credit pursuant to this Loan Agreement or any other Loan Document, neither the undersigned nor any of its direct or indirect partners/members is a bank extending credit pursuant to a loan agreement entered into in the ordinary course of its trade or business within the meaning of Section 881(c)(3)(A) of the Code, (iv) none of its direct or indirect partners/members is a ten percent shareholder of the Borrower within the meaning of Section 871(h)(3)(B) of the Code and (v) none of its direct or indirect partners/members is a controlled foreign corporation related to the Borrower as described in Section 881(c)(3)(C) of the Code.

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

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

[NAME OF LENDER]

By: _____

Name:

Title:

Date: _____, 20[]

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EXHIBIT G
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:** _____ as administrative agent under the Loan Agreement
- 5. **Loan Agreement:** Term Loan Agreement, dated as of November 25, 2015, among the Borrower, the lenders party thereto from time to time, and the Administrative Agent

¹ Select as applicable.

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[Consented to and]³ Accepted:

[REDACTED]

as Administrative Agent

By: _____

Name:

Title:

[Consented to:

FLORIDA POWER & LIGHT COMPANY

By: _____

Name:

Title:]⁴

³ To be included only if the consent of the Administrative Agent is required by the terms of the Credit Agreement.

⁴ To be included only if the consent of the Borrower is required by the terms of the Credit Agreement.

CONFIDENTIAL

Term Loan #4

Page 1 of 99

EXECUTION VERSION

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TERM LOAN AGREEMENT
\$100,000,000 TERM LOAN FACILITY

BETWEEN

FLORIDA POWER & LIGHT COMPANY, AS BORROWER

AND

[REDACTED]
AS LENDER AND ADMINISTRATIVE AGENT

DATED AS OF NOVEMBER 30, 2015

TERM LOAN AGREEMENT

This **TERM LOAN AGREEMENT**, dated as of November 30, 2015, is by and among **FLORIDA POWER & LIGHT COMPANY**, a Florida corporation (the "**Borrower**"), the lending institutions from time to time listed on *Schedule I* hereto (the "**Lender** or "**Lenders**"), and [REDACTED] acting in its capacity as Administrative Agent for the Lenders (together with its successors and assigns in such capacity, the "**Agent**") (the Borrower, the Lenders and the Agent are hereinafter sometimes referred to collectively as the "**Parties**" and individually as a "**Party**").

WITNESSETH:

WHEREAS, the Borrower has requested that the Lenders agree to make available to the Borrower a One Hundred Million United States Dollars (US\$100,000,000) term loan facility; and

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

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 Parties hereto hereby agree as follows:

ARTICLE 1 - DEFINITIONS AND RULES OF INTERPRETATION.

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

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

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

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

"**Agreement**" means this Term Loan Agreement, including the Schedules and Exhibits hereto.

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

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

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2 “Assignment and Assumption Agreement” has the meaning assigned to such term in
3 Section 10.06(b).
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11 “Base Rate Loan” means all or any portion of any Loan bearing interest calculated by
12 reference to the Base Rate.
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14 “Bi-Lateral Term Loan Agreement” means a Term Loan Agreement, between the
15 Borrower and the Lender party thereto, in each case entered into on or after the Closing Date and
16 prior to December 31, 2015, which has an initial tenor to maturity that is same as the tenor of this
17 Agreement (i.e. one year).
18

19 “Borrower” has the meaning given such term in the preamble hereto.
20

21 “Borrowing” means the drawing down by the Borrower of a Loan or Loans from the
22 Lenders on any given Borrowing Date.
23

24 “Borrowing Date” means the date on which any Loan is made or to be made.
25

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

31 “Borrowing Notice” means a certificate to be provided pursuant to Section 2.02(a), in
32 substantially the form set forth in Exhibit A.
33

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

[REDACTED]

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more of the preceding clauses (a) through (d) shall be conclusive and binding absent manifest error, and such Lender shall be deemed to be a Defaulting Lender (subject to *Section 3.11(b)*) upon the Agent's delivery of Notice of such determination to the Borrower and each Lender.

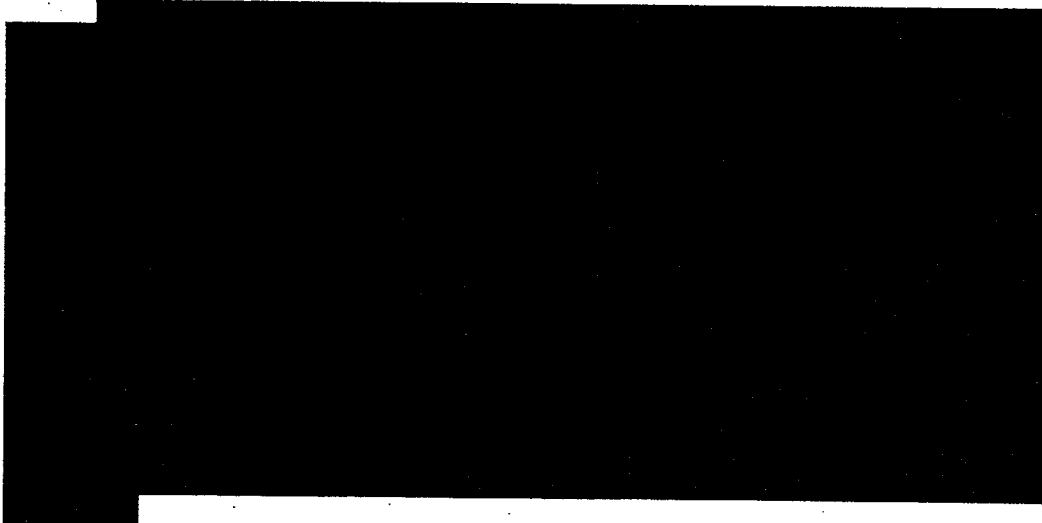
"Dollars" or "\$" means United States dollars or such currency of the United States of America shall be legal tender for the payment of public and private debts in the United States of America.

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

"Effective Date" means the date on which all of the conditions precedent set forth in *Section 6.01* have been satisfied or waived, which is November 30, 2015.

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

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



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“FPSC Financing Order” means the Final Order Granting the Borrower Approval for Authority to Issue and Sell Securities issued by the Florida Public Service Commission on November 10, 2014, as Order No. PSC-14-0656-FOF-EI, and each successive order of the Florida Public Service Commission granting authority to the Borrower to issue and sell securities, as applicable.

[REDACTED]

[REDACTED]

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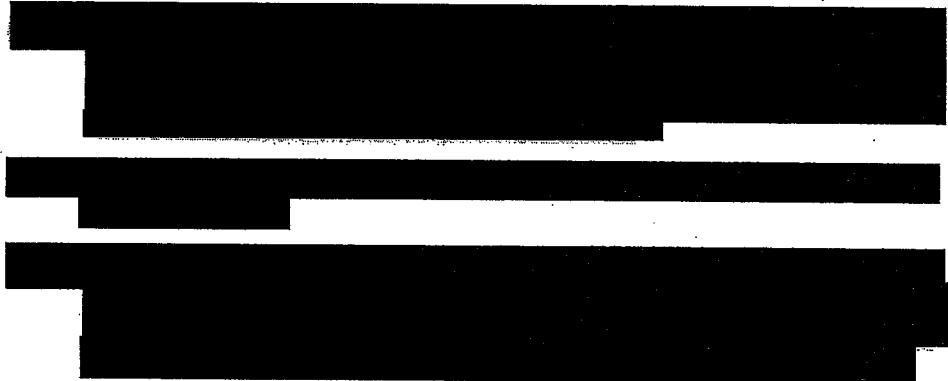
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“generally accepted accounting principles” means generally accepted accounting principles, as recognized by the American Institute of Certified Public Accountants and the Financial Accounting Standards Board, consistently applied and maintained on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

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

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

“Immediately Available Funds” means funds with good value on the day and in the city in which payment is received.

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

“Indemnitee” has the meaning specified in *Section 10.04*.

“Indemnity Claim” has the meaning specified in *Section 10.04*.

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

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“Loan Documents” means this Agreement, any Note or certificate or other document delivered in connection herewith or therewith.

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

“Majority Lenders” means Lenders having more than fifty percent (50%) of the sum of the aggregate unpaid principal amount of the Loans.



“Maturity Date” means November 30, 2016.

“Moody’s” means Moody’s Investors Service, Inc.

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

“NextEra Energy” means NextEra Energy, Inc., a Florida corporation.

“Non-Defaulting Lenders” means, at any particular time, each Lender that is not a Defaulting Lender at such time.

“Nonrecourse Indebtedness” has the meaning specified in *Section 5.17*.

“Note” means the promissory note provided for by *Section 2.03(b)*, including (as applicable) all amendments thereto and restatements thereof and all promissory notes delivered in substitution or exchange therefor (including any amended and restated note issued pursuant to this Agreement).

“Notice” has the meaning specified in *Section 10.02*.

“One Month LIBOR” means the ICE Benchmark Administration Settlement Rate applicable to U.S. dollars for a period of one month (for the avoidance of doubt, One Month LIBOR for any day shall be based on the rate appearing on Reuters LIBOR01 Page (or other commercially available source providing such quotations as designated by the Agent from time to time) at approximately 11:00 a.m. London time two (2) Business Days prior to such day); *provided* that if One Month LIBOR shall be less than zero, such rate shall be deemed to be zero for purposes of this Agreement.

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

“Related Parties” means, with respect to any Person, such Person’s affiliates and the partners, directors, officers, employees, agents, trustees, administrators, managers, advisors and representatives of such Person and of such Person’s affiliates.

“Removal Effective Date” has the meaning specified in *Section 9.07(b)*.

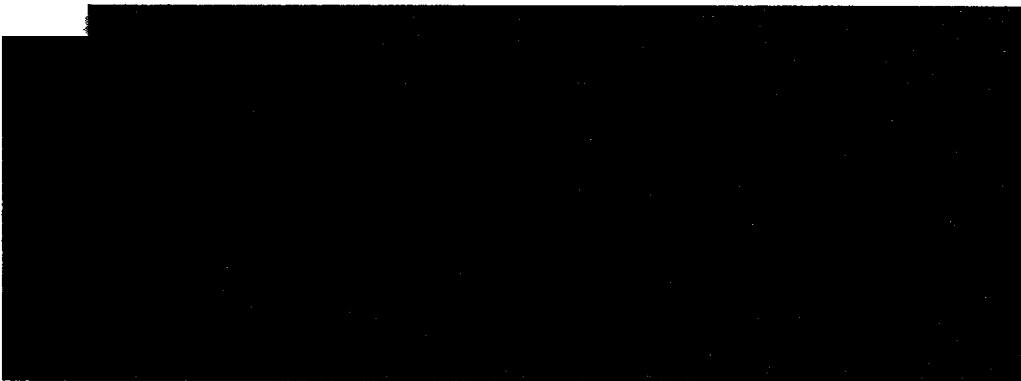
“Requirement of Law” means, as to any Person, the certificate of incorporation and by-laws or other organizational or governing documents of such Person, and any law (including common law), statute, ordinance, treaty, rule, regulation, order, decree, judgment, writ, injunction, settlement agreement,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

“Resignation Effective Date” has the meaning specified in *Section 9.07(a)*.

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

“Standard & Poor’s” means Standard & Poor’s Ratings Services, a Standard & Poor’s Financial Services LLC business.

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



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[REDACTED]

[REDACTED]

[REDACTED]

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

[REDACTED]

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

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

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

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"Withholding Agent" means the Borrower and the Agent.

Section 1.02. Rules of Interpretation.

(a) A reference to any document or agreement shall include such document or agreement, including any schedules or exhibits thereto, as any of same may be amended, modified or supplemented from time to time in accordance with its terms and, if applicable, the terms of this Agreement.

(b) The singular includes the plural and the plural includes the singular.

(c) A reference to any law includes any amendment or modification to such law.

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

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

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

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

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

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

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

6 7 ARTICLE 2 - LOANS.

8
9 Section 2.01. Term Loan. Each of the Lenders severally agrees, on the terms of this
10 Agreement (including, without limitation, *Article 6*), to make, simultaneously with the other
11 Lenders, a single loan in Dollars to the Borrower on the Effective Date in an amount not to
12 exceed the amount set opposite the name of such Lender on *Schedule I*, provided that the
13 aggregate principal amount of such Loans shall not exceed One Hundred Million United States
14 Dollars (US\$100,000,000). Amounts borrowed and repaid or prepaid may not be reborrowed.

15 Section 2.02. Notice and Manner of Borrowing; Optional Prepayment.

16
17 (a) The Borrower shall give a Borrowing Notice in substantially the form of
18 *Exhibit A* (or telephonic notice, promptly confirmed in writing) to the Agent prior to 11:00 a.m.,
19 New York, New York time on the Effective Date specifying the account to which the proceeds
20 of the Loan are to be transferred.

21
22 (b) The Agent shall give written or telephonic notice (confirmed in writing) to
23 each of the Lenders promptly upon receipt of the Borrowing Notice.

24
25 (c) Each of the Lenders shall, not later than noon, New York, New York time,
26 on the Borrowing Date, make immediately available funds in Dollars in the amount of such
27 Lender's Loan available to the Agent at the office of the Agent, by wire transfer at its address set
28 forth on *Schedule I*, for crediting to the Borrower's designated account in accordance with the
29 wire instructions included in the Borrowing Notice.

30
31 (d) The Borrower shall have the right, at any time and from time to time, to
32 repay the Loans in whole or in part, without penalty or premium, (i) upon not less than (i) three
33 (3) Business Days prior Notice (or telephonic notice promptly confirmed in writing) given to the
34 Agent not later than 11:00 A.M. (New York City time), in the case of Eurodollar Rate Loans and
35 (ii) same day written notice (or telephonic notice promptly confirmed in writing) to the Agent
36 not later than 11:00 A.M. (New York City time) in the case of Base Rate Loans; provided that (i)
37 each prepayment shall be in the principal amount of [REDACTED] or any larger integral multiple of
38 [REDACTED] in excess thereof, or equal to the remaining principal balance outstanding under such
39 Loan and (ii) in the event that the Borrower shall prepay any portion of any Eurodollar Rate
40 Loan prior to the last day of the Interest Period relating thereto, the Borrower shall indemnify
41 each of the Lenders in respect of such repayment in accordance with *Section 3.09*.

42 Section 2.03. Evidence of Indebtedness and Notes.

43
44 (a) The Loans made by each Lender shall be evidenced by one or more
45 accounts or records maintained by such Lender and by the Agent in the ordinary course of
46 business. The accounts or records maintained by the Agent and each Lender shall be conclusive
47 absent manifest error. Any failure to so record or any error in doing so shall not, however, limit

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or otherwise affect the obligation of the Borrower hereunder to pay any amount owing with respect to its obligations hereunder. In the event of any conflict between the accounts and records maintained by any Lender and the accounts and records of the Agent in respect of such matters, the accounts and records of the Agent shall control in the absence of manifest error.

(b) If specifically requested by any particular Lender in writing furnished to the Borrower, the Borrower's obligation to pay the principal of, and interest on, the Loans made by such Lender shall be evidenced by a promissory note duly executed and delivered by the Borrower, such Note to be substantially in the form of Exhibit B with blanks appropriately completed in conformity herewith (each, a "Note" and, collectively, the "Notes").

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

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

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

Section 2.05. Interest.

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

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

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

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

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

(d) In no event shall the Borrower select Interest Periods and Types of Loans which would have the result that there shall be more than ten (10) different Interest Periods for

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2 Loans outstanding at the same time (for which purpose Interest Periods for Loans of different
3 Types shall be deemed to be different Interest Periods even if the Interest Periods begin and end
4 on the same dates).

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6 (e) Each Lender shall give prompt Notice to the Borrower of the applicable
7 interest rate determined by such Lender for purposes of clauses (i) or (ii) of *Section 2.05(a)*.

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

15 Section 2.06. Interest Rate Conversion or Continuation Options.

16
17 (a) The Borrower may, subject to *Section 3.04* and *Section 3.05*, elect from
18 time to time to Convert all or any portion of any Loan to a Loan of another Type, *provided* that
19 (i) with respect to any such Conversion of all or any portion of any Eurodollar Rate Loan to a
20 Base Rate Loan, the Borrower shall give the Agent an Interest Rate Notice (or telephonic notice
21 promptly confirmed in writing) at least one (1) Business Day prior to such Conversion; (ii) in the
22 event of any Conversion of all or any portion of a Eurodollar Rate Loan into a Base Rate Loan
23 prior to the last day of the Interest Period relating to that Eurodollar Rate Loan, the Borrower
24 shall indemnify each Lender in respect of such Conversion in accordance with *Section 3.09*; (iii)
25 with respect to any such Conversion of all or any portion of a Base Rate Loan to a Eurodollar
26 Rate Loan, the Borrower shall give each Lender an Interest Rate Notice (or telephonic notice
27 promptly confirmed in writing) at least three (3) Eurodollar Business Day prior to such election;
28 and (iv) no Loan may be Converted into a Eurodollar Rate Loan when any Default has occurred
29 and is continuing. On the date on which such Conversion is being made, any Lender may take
30 such action, if any, as it deems desirable to transfer the Loan to its Domestic Lending Office or
31 its Eurodollar Lending Office, as the case may be. All or any part of Loans of any Type may be
32 Converted as specified herein; *provided* that partial Conversions shall be in an aggregate
33 principal amount of [REDACTED] or any larger integral multiple of [REDACTED]. Each Interest
34 Rate Notice relating to the Conversion of all or any portion of any Base Rate Loan to a
35 Eurodollar Rate Loan shall be irrevocable by the Borrower.

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

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45 (c) Any Conversion to or from Eurodollar Rate Loans shall be in such
46 amounts and be made pursuant to such elections so that, after giving effect thereto, the aggregate
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1 principal amount of all Eurodollar Rate Loans having the same Interest Period shall not be less
2 than [REDACTED] for any integral multiple of [REDACTED] in excess thereof.
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4 (d) Except to the extent otherwise expressly provided herein, (i) each
5 Borrowing of Loans from the Lenders hereunder, each Conversion or continuation of all or a
6 portion of any Loan of a particular Type hereunder, and each payment of fees hereunder, shall be
7 effected pro rata among the Lenders in accordance with the amounts of their respective Pro Rata
8 Share and (ii) each payment of interest on Loans by the Borrower shall be made for account of
9 the Lenders pro rata in accordance with the amounts of interest on such Loans then due and
10 payable to the respective Lenders.
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18 Section 2.07. Replacement of Lenders.

19 If (i) any Lender requests compensation under *Section 3.06* or *Section 3.07*, (ii) the
20 Borrower is required to pay any additional amount to any Lender or any Governmental Authority
21 for the account of any Lender pursuant to *Section 3.10*, (iii) any Lender is not able to make or
22 maintain its Loans as a result of any event or circumstance contemplated in *Section 3.05*, (iv)
23 any Lender is a Defaulting Lender, or (v) any Lender fails to consent to an election, consent,
24 amendment, waiver or other modification to this Agreement or any other Loan Document that
25 requires consent of a greater percentage of the Lenders than the Majority Lenders, and such
26 election, consent, amendment, waiver or other modification is otherwise consented to by the
27 Majority Lenders, then the Borrower may, at its sole expense and effort, upon Notice to such
28 Lender and the Agent, require such Lender to assign and delegate, without recourse (in
29 accordance with and subject to the restrictions contained in, and consents required by, *Section*
30 *10.06*), all of its interests, rights and obligations under this Agreement and the related Loan
31 Documents to an Eligible Assignee that shall assume such obligations (which Eligible Assignee
32 may be another Lender, if a Lender accepts such assignment); *provided* that:
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34 (a) any such assignment resulting from a claim against the Borrower
35 for additional compensation pursuant to *Section 3.06* or *Section 3.07* or a requirement that the
36 Borrower pay an additional amount pursuant to *Section 3.10* has the effect of reducing the
37 amount that the Borrower otherwise would have been obligated to pay under those sections;

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

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

41 (d) such Lender shall have received payment of an amount equal to
42 one hundred percent (100%) of the outstanding principal of its Loans, any accrued and unpaid
43 interest thereon, any accrued and unpaid fees and other accrued and unpaid amounts payable to it
44 hereunder and under the other Loan Documents (including any amounts under *Section 3.09*)
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2 (b) Delay in Requests. Delay on the part of any Lender to demand
3 compensation pursuant to *Section 3.06*, *Section 3.07* or *Section 3.09*, as applicable, shall not
4 constitute a waiver of such Lender's right to demand such compensation;
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11 Section 3.09. Indemnity. The Borrower agrees to indemnify each Lender and to hold
12 each Lender harmless from and against any loss, cost or expense (including any such loss or
13 expense arising from interest or fees payable by such Lender to lenders of funds obtained by it in
14 order to maintain its Eurodollar Rate Loan) that such Lender may sustain or incur as a
15 consequence of (a) default by the Borrower in payment of the principal amount of or any interest
16 on any Eurodollar Rate Loan as and when due and payable, (b) default by the Borrower in
17 making a prepayment after the Borrower has given a Notice of prepayment pursuant to *Section*
18 *2.02(d)*, (c) default by the Borrower in continuing any Loan, after the Borrower has given (or is
19 deemed to have given pursuant to *Section 2.06* an Interest Rate Notice or (d) the making of any
20 payment of principal of the Loan on a day that is not the last day of an Interest Period, including
21 interest or fees payable by such Lender to lenders or funds obtained by it in order to maintain any
22 Loan.
23

24 Section 3.10. Taxes.

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

38 (b) Payment of Other Taxes by Borrower. The Borrower shall timely pay to
39 the relevant Governmental Authority in accordance with applicable law, or at the option of the
40 Agent timely reimburse it for the payment of, any Other Taxes.
41

42 (c) Indemnification

43 (i) Indemnification by Borrower. The Borrower shall indemnify each
44 Recipient, within thirty (30) days after demand therefor, for the full amount of any
45 Indemnified Taxes (including Indemnified Taxes imposed or asserted on or attributable
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1 §4001 of ERISA did not exceed the aggregate value of the assets of all such Guaranteed
2 Pension Plans by more than [REDACTED]
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4 (d) Multiemployer Plans. The Borrower nor any ERISA Affiliate has
5 incurred any material unpaid liability (including secondary liability) to any Multiemployer Plan
6 as a result of a complete or partial withdrawal from such Multiemployer Plan under §4201 of
7 ERISA or as a result of a sale of assets described in §4204 of ERISA. Neither the Borrower nor
8 any ERISA Affiliate has been notified that any Multiemployer Plan is in reorganization,
9 insolvent or "endangered" or "critical" status under and within the meaning of §4241, §4245 or
10 §305, respectively, of ERISA or that any Multiemployer Plan intends to terminate or has been
11 terminated under §4041A of ERISA.
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13 Section 4.12. Use of Proceeds. The proceeds of the Loans shall be used for the general
14 corporate purposes of the Borrower.
15

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

26 Section 4.14. USA PATRIOT ACT, OFAC and Other Regulations.

27 (a) Neither the Borrower, any of its Subsidiaries or, to the knowledge of the
28 Borrower, any of the Affiliates or respective officers, directors, brokers or agents of the
29 Borrower, such Subsidiary or Affiliate (i) has violated any Anti-Terrorism Laws or (ii) has
30 engaged in any transaction, investment, undertaking or activity that conceals the identity, source
31 or destination of the proceeds from any category of prohibited offenses designated by the
32 Organization for Economic Co-operation and Development's Financial Action Task Force on
33 Money Laundering.
34

35 (b) Neither the Borrower, any of its Subsidiaries or, to the knowledge of the
36 Borrower, any of the Affiliates or respective officers, directors, employees, brokers or agents of
37 the Borrower, such Subsidiary or Affiliate is a Person that is, or is owned or controlled by
38 Persons that are: (i) the subject of any Sanctions, or (ii) located, organized or resident in a
39 country, region or territory that is, or whose government is, the subject of Sanctions, which on
40 the date of this Agreement are Crimea, Cuba, Iran, North Korea, Sudan and Syria.
41

42 (c) Neither the Borrower, any of its Subsidiaries or, to the knowledge of the
43 Borrower, any of the Affiliates or respective officers, directors, brokers or agents of the
44 Borrower, such Subsidiary or Affiliate acting or benefiting in any capacity in connection with
45 the Loans (i) conducts any business or engages in making or receiving any contribution of
46 goods, services or money to or for the benefit of any Person, or in any country or territory, that
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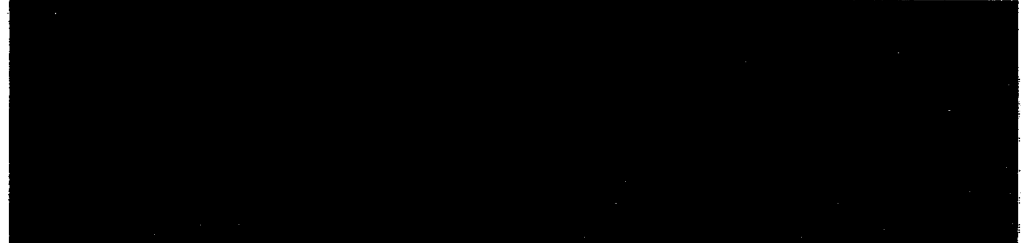
where in any such case the failure to comply with any of the foregoing would not materially adversely affect the business, property or financial condition of the Borrower and its Subsidiaries, taken as a whole. If at any time while any portion of the Loans or any other amount hereunder is outstanding, any authorization, consent, approval, permit or license from any officer, agency or instrumentality of any Governmental Authority shall become necessary or required in order that the Borrower may fulfill any of its obligations hereunder or under any other Loan Document, the Borrower will promptly take or cause to be taken all reasonable steps within the power of the Borrower to obtain such authorization, consent, approval, permit or license and furnish the Agent with evidence thereof.

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

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

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

Section 5.13. Prohibition of Fundamental Changes. The Borrower will not consummate any transaction of merger or consolidation or amalgamation, or liquidation or dissolution;



The Borrower will not convey, sell, lease, transfer or otherwise dispose of, in one transaction or a series of transactions, all or substantially all of its business or assets, whether now owned or hereafter acquired, to any other Person unless



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2 Section 5.14. Indebtedness. The Borrower will insure that all obligations of the
3 Borrower under this Agreement and the other Loan Documents rank and will [REDACTED]
4 [REDACTED] in respect of priority of payment by the Borrower and priority of lien, charge or other
5 security in respect of assets of the Borrower [REDACTED]
6 [REDACTED]
7 [REDACTED]
8 [REDACTED]

9
10 Section 5.15. Liens. The Borrower will not create any Lien upon or with respect to any
11 of its properties, or assign any right to receive income, in each case to secure or provide for the
12 payment of any debt of any Person, other than:

13 (i) purchase money liens or purchase money security interests upon or
14 in any property acquired by the Borrower in the ordinary course of business to secure the
15 purchase price or construction cost of such property or to secure indebtedness incurred
16 solely for the purpose of financing the acquisition of such property or construction of
17 improvements on such property;

18
19 (ii) Liens existing on property acquired by the Borrower at the time of
20 its acquisition, *provided* that such Liens were not created in contemplation of such
21 acquisition and do not extend to any assets other than the property so acquired;

22 (iii) Liens securing Nonrecourse Indebtedness created for the purpose
23 of financing the acquisition, improvement or construction of the property subject to such
24 Liens;

25
26 (iv) the replacement, extension or renewal of any Lien permitted by
27 clauses (i) through (iii) of this *Section 5.15* upon or in the same property theretofore
28 subject thereto or the replacement, extension or renewal (without increase in the amount
29 or change in the direct or indirect obligor) of the indebtedness secured thereby;

30
31 (v) Liens upon or with respect to margin stock;

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33 (vi) (a) deposits or pledges to secure payment of workers'
34 compensation, unemployment insurance, old age pensions or other social security; (b)
35 deposits or pledges to secure performance of bids, tenders, contracts (other than contracts
36 for the payment of money) or leases, public or statutory obligations, surety or appeal
37 bonds or other deposits or pledges for purposes of like general nature in the ordinary
38 course of business; (c) Liens for property taxes not delinquent and Liens for taxes which
39 in good faith are being contested or litigated and, to the extent that the Borrower deems
40 necessary, the Borrower shall have set aside on its books adequate reserves with respect
41 thereto; (d) mechanics', carriers', workmen's, repairmen's or other like Liens arising in
42 the ordinary course of business securing obligations which are not overdue for a period of
43 sixty (60) days or more or which are in good faith being contested or litigated and, to the
44 extent that the Borrower deems necessary, the Borrower shall have set aside on its books
45 adequate reserves with respect thereto; and (e) other matters described in *Schedule 4.03*;
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2 (vii) the Lien of the Borrower's First Mortgage, any other Liens,
3 charges or encumbrances permitted thereunder from time to time, and any other Lien or
4 Liens upon all or any portion of the property or assets which are subject to the Lien of the
5 First Mortgage;

6 (viii) any Liens securing any pollution control revenue bonds, solid
7 waste disposal revenue bonds, industrial development revenue bonds or other taxable or
8 tax-exempt bonds or similar obligations issued by or on behalf of the Borrower from time
9 to time, and any Liens given to secure any refinancing or refunding of any such
10 obligations; and

11
12 (ix) any other Liens or security interests (other than Liens or security
13 interests described in clauses (i) through (viii) of this *Section 5.15*), if the aggregate
14 principal amount of the indebtedness secured by all such Liens and security interests
15 (without duplication) does not exceed in the aggregate \$50,000,000 at any one time
16 outstanding;

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21 Section 5.16. Employee Benefit Plans. The Borrower will not:

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23 (a) engage in any non-exempt "prohibited transaction" within the meaning of
24 §406 of ERISA or §4975 of the Code which could result in a material liability for the Borrower;
25 or

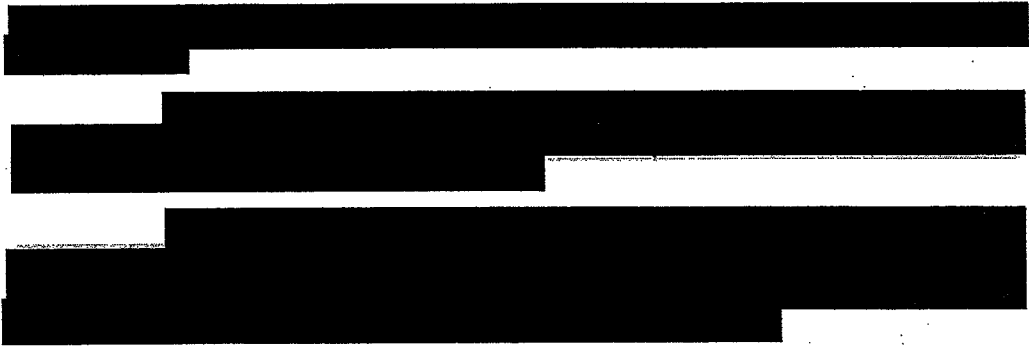
26 (b) permit any Guaranteed Pension Plan sponsored by the Borrower or its
27 ERISA Affiliates to fail to meet the "minimum funding standards" described in §302 and §303
28 of ERISA, whether or not such deficiency is or may be waived; or

29
30 (c) fail to contribute to any Guaranteed Pension Plan sponsored by the
31 Borrower or its ERISA Affiliates to an extent which, or terminate any Guaranteed Pension Plan
32 sponsored by the Borrower or its ERISA Affiliates in a manner which, could result in the
33 imposition of a lien or encumbrance on the assets of the Borrower or any of its Subsidiaries
34 pursuant to §303(k) or §4068 of ERISA; or

35
36 (d) permit or take any action which would result in the aggregate benefit
37 liabilities (within the meaning of §4001(a)(16) of ERISA) of Guaranteed Pension Plans
38 sponsored by the Borrower or its ERISA Affiliates exceeding the value of the aggregate assets of
39 such plans by more than the amount set forth in *Section 4.11(c)*. For purposes of this covenant,
40 poor investment performance by any trustee or investment management of a Guaranteed Pension
41 Plan shall not be considered as a breach of this covenant.

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Section 5.18. Compliance with Anti-Terrorism Regulations. The Borrower shall not:

(a) Violate any Anti-Terrorism Laws or engage in any transaction, investment, undertaking or activity that conceals the identity, source or destination of the proceeds from any category of prohibited offenses designated by the Organization for Economic Co-operation and Development's Financial Action Task Force on Money Laundering.

(b) Use, directly or indirectly, the proceeds of the Loans, or lend, contribute or otherwise make available such proceeds to any subsidiary, joint venture partner or other Person, (x) to fund any activities or business of or with any Person, or in any country or territory, that is, or whose government is, the subject of Sanctions at the time of such funding, or (y) in any other manner that would result in a violation of Sanctions by any Person (including any Person participating in the Loans, whether as underwriter, advisor, investor, or otherwise).

(c) Deal in, or otherwise engage in any transaction related to, any property or interests in property blocked pursuant to any Anti-Terrorism Law, or (ii) engage in or conspire to engage in any transaction that evades or avoids, or has the purpose of evading or avoiding, or attempt to violate, any of the prohibitions set forth in any Anti-Terrorism Law.

ARTICLE 6 - CONDITIONS PRECEDENT.

Section 6.01. Conditions Precedent to Effectiveness. The effectiveness of this Agreement and the making of Loans pursuant to *Section 2.01* is subject to the following conditions precedent, each of which shall have been met or performed in the reasonable opinion of the Agent:

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

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

(c) Incumbency Certificate. The Borrower shall have provided its incumbency certificate to the Agent dated as of the Effective Date, signed by its duly authorized

1 officer, and giving the name and bearing a specimen signature of each individual who shall be
2 authorized: (1) to sign, in the name and on behalf of the Borrower each of the Loan Documents
3 to which it is a party, (2) to make Conversion requests and (3) to give notices and to take other
4 action on its behalf under the Loan Documents.
5

6 (d) Borrower's Certificate. The Agent shall have received from the
7 Borrower's executed certificate, dated as of the Effective Date, substantially in the form of
8 Exhibit D.
9

10 (e) Opinion of Counsel. The Agent shall have received a favorable opinion
11 addressed to the Lenders and the Agent, dated as of the Effective Date, substantially in the form
12 of Exhibit E attached hereto, from Squire Patton Boggs (US) LLP, counsel to the Borrower.
13

14 (f) No Legal Impediment. No change shall have occurred in any law or
15 regulations thereunder or interpretations thereof that in the reasonable opinion of any Lender
16 would make it illegal for such Lender to make any Loan.
17

18 (g) Governmental Regulation. Each Lender shall have received such
19 statements in substance and form reasonably satisfactory to such Lender as such Lender shall
20 require for the purpose of compliance with any applicable regulations of the Comptroller of the
21 Currency or the Board of Governors of the Federal Reserve Board, including, without
22 limitation, applicable "know your customer" requirements.
23

24 (h) Note. The Note (if same is requested by the Lender) shall have been duly
25 executed and delivered by the Borrower to [REDACTED] as the sole Lender
26 on the Effective Date.
27

28 (i) Proceedings and Documents. All proceedings in connection with the
29 transactions contemplated by this Agreement, the other Loan Documents and all other
30 documents incident thereto shall be satisfactory in substance and in form to the Lenders and to
31 counsel for the Agent, and the Lenders and such counsel shall have received all information and
32 such counterpart originals or certified or other copies of such documents as the Agent may
33 reasonably request.
34

35 (j) Borrowing Notice. The Borrower shall have delivered the Borrowing
36 Notice to the Agent as provided for in Section 2.02(a).
37

38 (k) No Default. No Default shall have occurred and be continuing or will
39 occur upon the making of the Loans, and each of the representations and warranties contained in
40 this Agreement, the other Loan Documents or in any document or instrument delivered pursuant
41 to or in connection with this Agreement shall be true in all material respects as of the time of the
42 making of the Loans, with the same effect as if made at and as of that time (except to the extent
43 that such representations and warranties relate expressly to an earlier date).
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45 **ARTICLE 7 - EVENTS OF DEFAULT, ACCELERATION, ETC.**

46 Section 7.01. Events of Default. The following events shall constitute "Events of
47 Default" for purposes of this Agreement:
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(a) the Borrower shall fail to pay any principal of the Loan when the same shall become due and payable, whether at the stated date of maturity or any accelerated date of maturity or at any other date fixed for payment; or

(b) the Borrower shall fail to pay any interest on the Loan, any fees or other sums due hereunder or under any of the other Loan Documents, for a period of [REDACTED] following the date when the same shall become due and payable, whether at the stated date of maturity or any accelerated date of maturity or at any other date fixed for payment; or

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

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

(e) the Borrower shall default in the payment when due of any principal of or any interest on any Funded Debt [REDACTED] or more, or fail to observe or perform any material term, covenant or agreement contained in any agreement by which it is bound, evidencing or securing Funded Debt, [REDACTED] or more, for such period of time as would permit (assuming the giving of appropriate notice or the lapse of time if required) the holder or holders thereof or of any obligations issued thereunder to accelerate the maturity thereof, unless such failure shall have been cured by the Borrower or effectively waived by such holder or holders; or

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

(g) without its application, approval or consent, a proceeding shall be commenced, in any court of competent jurisdiction, seeking in respect of the Borrower: the liquidation, reorganization, dissolution, winding-up, or composition or readjustment of debt, the

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

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

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

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

[REDACTED]

ARTICLE 9 - AGENT.

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

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

25
26 Section 9.03. Exculpatory Provisions.

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

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

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34 (ii) shall not have any duty to take any discretionary action or exercise
35 any discretionary powers, except discretionary rights and powers expressly contemplated
36 hereby or by the other Loan Documents that the Agent is required to exercise as directed
37 in writing by the Majority Lenders (or such other number or percentage of the Lenders as
38 shall be expressly provided for herein or in the other Loan Documents); *provided* that the
39 Agent shall not be required to take any action that, in its opinion or the opinion of its
40 counsel, may expose the Agent to liability or that is contrary to any Loan Document or
41 applicable law, including for the avoidance of doubt any action that may be in violation
42 of the automatic stay under any Insolvency Proceedings or that may effect a forfeiture,
43 modification or termination of property of a Defaulting Lender in violation of any
44 Insolvency Proceedings; and
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Rata Share and any provision of the Loan Documents that requires action by all of the Lenders may not be amended without the written consent of all of the Lenders and (c) *Article 9* may not be amended without the written consent of the Agent. No waiver shall extend to or affect any obligation not expressly waived or impair any right consequent thereon. No course of dealing or delay or omission on the part of the Agent or any Lender in exercising any right shall operate as a waiver thereof or otherwise be prejudicial thereto. No notice to or demand upon the Borrower shall entitle the Borrower to other or further notice or demand in similar or other circumstances.

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

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

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

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

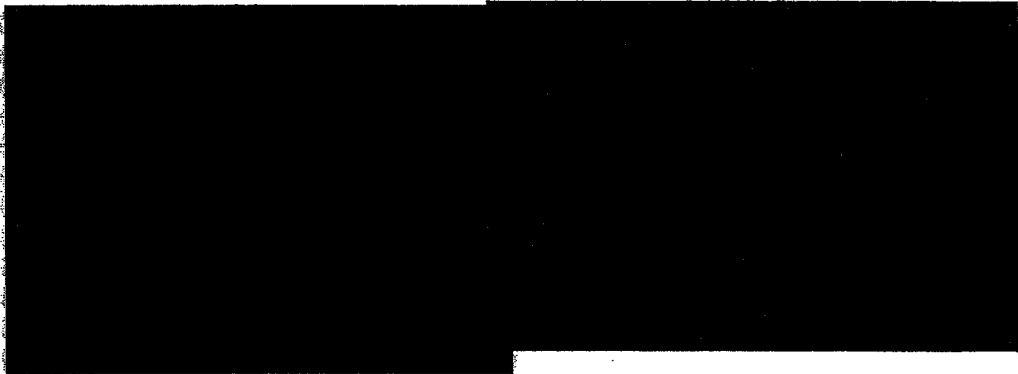
(b) So long as [REDACTED] or any of its affiliates is the Agent, materials required to be delivered pursuant to *Section 5.04(a), (b), (c) and (d)* and *Section 5.05* shall be delivered to the Agent in an electronic medium in a format acceptable to the Agent and the Lenders by email at: [REDACTED] and

1
2 [REDACTED] (or such other address as the Agent may notify the
3 Borrower from time to time). The Borrower agrees that the Agent may make such
4 materials, as well as any other written information, documents, instruments and other
5 material relating to the Borrower, any of its Subsidiaries or any other materials or matters
6 relating to this Agreement, any Notes as may be issued hereunder or any of the
7 transactions contemplated hereby (collectively, the "Communications") available to the
8 Lenders by posting such notices on DebtDomain or a substantially similar electronic
9 system (the "Platform"). The Borrower acknowledges that (i) the distribution of material
10 through an electronic medium is not necessarily secure and that there are confidentiality
11 and other risks associated with such distribution, (ii) the Platform is provided "as is" and
12 "as available" and (iii) neither the Agent nor any of its affiliates warrants the accuracy,
13 adequacy or completeness of the Communications or the Platform and each expressly
14 disclaims liability for errors or omissions in the Communications or the Platform. No
15 warranty of any kind, express, implied or statutory, including, without limitation, any
16 warranty of merchantability, fitness for a particular purpose, non-infringement of third
17 party rights or freedom from viruses or other code defects, is made by the Agent or any of
18 its affiliates in connection with the Platform. The Agent shall not be liable (except to the
19 extent that such liability arises out of the gross negligence, bad faith or willful
20 misconduct of the Agent or its Related Parties) for any damages arising from the use by
21 unintended recipients of any information or other materials distributed by the Agent,
22 pursuant to this *Section 10.02(b)* or *Section 10.02(c)* through telecommunications,
23 electronic or other information transmission systems in connection with this Agreement
24 or the other Loan Documents or the transactions contemplated hereby or thereby.

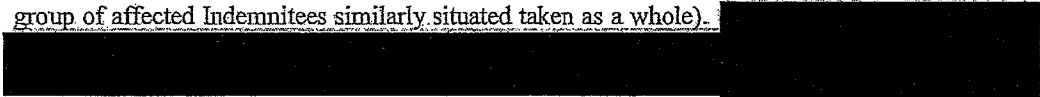
25 (c) Each Lender agrees that Notice to it (as provided in the next sentence) (a
26 "Communication Notice") specifying that any Communications have been posted to the Platform
27 shall constitute effective delivery of such information, documents or other materials to such
28 Lender for purposes of this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

35 Section 10.03. Expenses. The Borrower agrees to pay promptly following receipt of
36 written invoices describing in reasonable detail (a) the reasonable fees, expenses and
37 disbursements of the Agent's external counsel incurred in connection with the administration or
38 interpretation of the Loan Documents and other instruments mentioned herein, the negotiation of
39 this Agreement and the closing hereunder, and amendments, modifications, approvals, consents
40 or waivers hereto or hereunder, (b) the reasonable fees, expenses and disbursements of the Agent
41 in connection with the administration or interpretation of the Loan Documents and other
42 instruments mentioned herein.
43 [REDACTED]
44 [REDACTED]
45 [REDACTED]
46 [REDACTED]
47 [REDACTED]
48 [REDACTED]
49 [REDACTED]
50 [REDACTED]

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Section 10.04. Indemnification. The Borrower agrees to indemnify and hold harmless the Agent, the Lenders and their respective officers, affiliates, directors, employees, agents and advisors (each, an "Indemnitee") from and against any and all claims, actions and suits by a third party (which third party may, for these purposes, include the Agent or a Lender) (collectively, "Actions"), whether groundless or otherwise, and from and against any and all liabilities, losses, damages and expenses payable by any Indemnitee to any third party (which third party may, for these purposes, include the Agent or a Lender) (collectively, "Liabilities") of every nature and character incurred by or awarded against any such Indemnitee (including the reasonable fees and expenses of counsel), in each case arising out of this Agreement or any of the other Loan Documents or the transactions contemplated hereby including, without limitation, (a) any actual or proposed use by the Borrower of the proceeds of the Loans, or (b) the Borrower entering into or performing this Agreement or any of the other Loan Documents; *provided* that the liabilities, losses, damages and expenses indemnified pursuant to this *Section 10.04* shall not include any liabilities, losses, damages and expenses in respect of any taxes, levies, imposts, deductions, charges or withholdings, indemnification for which is provided on the basis, and to the extent, specified in *Section 3.09*; and *provided further*, that such indemnity shall not be available as to any Indemnitee, to the extent that such liabilities, losses, damages and expenses arise out of the gross negligence, bad faith or willful misconduct of such Indemnitee or any of its Related Parties. In the event that an Indemnitee shall become subject to any Action or Liability with respect to any matter for which indemnification may apply pursuant to this *Section 10.04* (an "Indemnity Claim"), such Indemnitee shall give Notice of such Indemnity Claim to the Borrower by telephone at (561) 694-6204 and also in accordance with the written Notice requirements in *Section 10.02*. Such Indemnitee may retain counsel and conduct the defense of such Indemnity Claim, as it may in its sole discretion deem proper, at the sole cost and expense of the Borrower. So long as no Default shall have occurred and be continuing hereunder, no Indemnitee shall compromise or settle any claim without the prior written consent of the Borrower, which consent shall not unreasonably be withheld or delayed (*provided* that the Borrower shall only be responsible for the reasonable fees and expenses of one counsel for all Indemnitees taken as a whole unless any actual or potential conflict of interest between such Indemnitees makes it inappropriate for one counsel to represent all such Indemnitees, in which event the Borrower shall be responsible for the reasonable fees and expenses of one additional counsel for each group of affected Indemnitees similarly situated taken as a whole).



1
2 [REDACTED] In the case of an investigation,
3 litigation or other proceeding to which the indemnity in this *Section 10.04* applies, such
4 indemnity shall be effective whether or not the affected Indemnatee is a party thereto and
5 whether or not the transactions contemplated hereby are consummated. Each Party also agrees
6 not to assert any claim against any other Party or any of its respective affiliates, or any of its
7 respective directors, officers, employees, attorneys and agents, on any theory of liability, for
8 special, indirect, consequential or punitive damages arising out of or otherwise relating to this
9 Agreement, any Notes as may be issued hereunder, any other Loan Document, any of the
10 transactions contemplated herein or the actual or proposed use of the proceeds of the Loans
11 (*provided* that the foregoing shall not preclude any Indemnatee from seeking to recover the
12 preceding types of damages from the Borrower to the extent the same are specifically payable by
13 such Indemnatee to any third party).

14 Section 10.05. Survival of Covenants. All covenants, agreements representations and
15 warranties made herein, in the Notes, in any of the other Loan Documents or in any documents
16 or other papers delivered by or on behalf of the Borrower pursuant hereto shall be deemed to
17 have been relied upon by the Agent and the Lenders, notwithstanding any investigation
18 heretofore or hereafter made by any of them, and shall survive the making by the Lenders of the
19 Loans, as herein contemplated, and shall continue in full force and effect so long as any amount
20 due under this Agreement, the Notes, or any of the other Loan Documents remains outstanding.
21 All statements contained in any certificate or other paper delivered to the Agent or any Lender at
22 any time by or on behalf of the Borrower pursuant hereto or in connection with the transactions
23 contemplated hereby shall constitute representations and warranties by the Borrower hereunder.
24 [REDACTED]

25 [REDACTED]

26 [REDACTED]

27 [REDACTED]

28 [REDACTED]

29 Section 10.06. Assignment and Participations.

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

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

(i) Minimum Amounts. The principal outstanding balance of the Loans in of the assigning Lender subject to each such assignment (determined as of the date the Assignment and Assumption, made pursuant to an Assignment and Assumption Agreement in the form of Exhibit G hereto (the "Assignment and Assumption Agreement")), with respect to such assignment is delivered to the Agent or, if "Trade Date" is specified in the Assignment and Assumption Agreement, as of the Trade Date) shall not be less than US [REDACTED] unless each of the Agent and, so long as no Event of Default has occurred and is continuing, the Borrower otherwise consents.

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

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

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

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

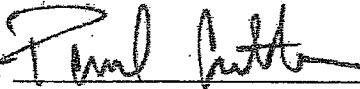
(iv) Assignment and Assumption. The parties to each assignment shall execute and deliver to the Agent an Assignment and Assumption Agreement, together with a processing and recordation fee of [REDACTED] *provided* that the Agent may, in its sole discretion, elect to waive such processing and recordation fee in the case of any assignment. The assignee, if it is not a Lender, shall deliver to the Agent an Administrative Questionnaire.

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

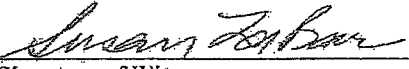
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IN WITNESS WHEREOF, the undersigned have duly executed this Agreement as a sealed instrument as of the date first set forth above.

FLORIDA POWER & LIGHT
COMPANY, as the Borrower

By: 
Paul I. Cutler
Treasurer

Signed by Florida Power and Light Company
by Paul I. Cutler, its Treasurer, in the presence
of:


Signature of Witness

SUSAN LABBAR.
Print Name

Address: Beijing, China

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**SCHEDULE I
TO TERM LOAN AGREEMENT
LENDERS**

<p>[REDACTED]</p> <p><u>Lending Office for all Loans:</u></p> <p>[REDACTED]</p> <p><u>Address for Notices:</u></p> <p>[REDACTED]</p> <p>Attention: Tel: Fax:</p> <p>[REDACTED]</p> <p>With a Copy to:</p> <p>[REDACTED]</p> <p>Tel: [REDACTED]</p>	<p>\$100,000,000</p>
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EXHIBIT A TO AGREEMENT
[Form of Borrowing Notice]

BORROWING NOTICE

November 30, 2015

[REDACTED]

Ladies and Gentlemen:

The undersigned, FLORIDA POWER & LIGHT COMPANY, a Florida corporation (the "Borrower"), refers to the Term Loan Agreement, dated as of November 30, 2015 (as amended or modified from time to time, the "Loan Agreement", the terms defined therein being used herein as therein defined), among the undersigned, the Lenders party thereto and [REDACTED] as Administrative Agent and Lender (the "Agent"), and hereby requests a borrowing of a Loan under the Agreement, and in that connection sets forth below the information relating to the borrowing (the "Proposed Borrowing") as required by *Section 2.02(a)* of the Agreement.

- (i) The Business Day of the Proposed Borrowing is November 30, 2015.
- (ii) The Proposed Borrowing is a Eurodollar Rate Loan with an initial Interest Period of one (1) month.
- (iii) The aggregate amount of the Proposed Borrowing is US\$100,000,000.

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

- (A) No Default shall have occurred and be continuing or will occur upon the making of the Loan, and
- (B) Each of the representations and warranties contained in the Agreement, the other Loan Documents or in any document or instrument delivered pursuant to or in connection with the Agreement will be true in all material respects as of the time of the making of the Loan with the same effect as if made at and as of that time

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(except to the extent that such representations and warranties relate expressly to an earlier date).

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

Name of Bank:
Street Address of Bank:
City/State/Zip of Bank:
ABA Number of Bank:
SWIFT:
Name of Account:
Account Number at Bank:



[SIGNATURE APPEARS ON THE FOLLOWING PAGE]

CONFIDENTIAL

Term Loan #4

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Very truly yours,

**FLORIDA POWER & LIGHT
COMPANY**

By: _____
Name:
Title:


[EPL/  - Term Loan - Signature Page - Borrowing Notice]

EXHIBIT B TO AGREEMENT

[Form of Note]

NOTE

\$100,000,000

Dated: November 30, 2015

FOR VALUE RECEIVED, the undersigned, FLORIDA POWER & LIGHT COMPANY, a Florida corporation (hereinafter, together with its successors in title and assigns, called "Borrower"), by this promissory note (hereinafter called "this Note"), absolutely and unconditionally promises to pay to the order of [REDACTED] (hereinafter, together with its successors in title and permitted assigns, called the "Lender"), the principal sum of ONE HUNDRED MILLION DOLLARS AND NO/100 DOLLARS (\$100,000,000), or the aggregate unpaid principal amount of the Loan evidenced by this Note made by Lender to Borrower pursuant to the Agreement (as hereinafter defined), whichever is less, on the Maturity Date (as defined in the Agreement), and to pay interest on the principal sum outstanding hereunder from time to time from the Effective Date until the said principal sum or the unpaid portion thereof shall have been paid in full.

The unpaid principal (not at the time overdue) of this Note shall bear interest at the annual rate from time to time in effect under the Agreement referred to below (the "Applicable Rate"). Accrued interest on the unpaid principal under this Note shall be payable on the dates, and in the manner, specified in the Agreement.

On the Maturity Date there shall become absolutely due and payable by Borrower hereunder, and Borrower hereby promises to pay to the Holder (as hereinafter defined) hereof, the balance (if any) of the principal hereof then remaining unpaid, all of the unpaid interest accrued hereon and all (if any) other amounts payable on or in respect of this Note or the indebtedness evidenced hereby.

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

Each payment of principal, interest or other sum payable on or in respect of this Note or the indebtedness evidenced hereby shall be made by Borrower directly to Lender at Lender's office, as provided in the Agreement, for the account of the Holder, not later than 2:00 p.m., New York, New York time, on the due date of such payment. All payments on or in respect of this Note or the indebtedness evidenced hereby shall be made without set-off or counterclaim and free and clear of and without any deduction of any kind for any taxes, levies, fees, deductions withholdings, restrictions or conditions of any nature, except as expressly set forth in Section 3.10 and Section 8.02 of the Agreement.

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

5
6 This Note is made and delivered by the Borrower to the Lender pursuant to that certain Term
7 Loan Agreement, dated as of November 30, 2015, by among the Borrower, the lenders party
8 thereto, and [REDACTED] as Administrative Agent and Lender (such
9 agreement, as originally executed, or, if varied or supplemented or amended and restated from
10 time to time hereafter, as so varied or supplemented or amended and restated, called the
11 "Agreement"). This Note evidences the obligations of Borrower (a) to repay the principal
12 amount of the Loan made by Lender to Borrower under the Agreement, (b) to pay interest, as
13 provided in the Agreement on the principal amount hereof remaining unpaid from time to time,
14 and (c) to pay other amounts which may become due and payable hereunder as provided herein
15 and in the Agreement.

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

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

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

35
36 All computations of interest payable as provided in this Note shall be determined in accordance
37 with the terms of the Agreement.

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

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IN WITNESS WHEREOF, this Note has been duly executed by the undersigned, **FLORIDA POWER & LIGHT COMPANY**, on the day and in the year first above written.

**FLORIDA POWER & LIGHT
COMPANY**

By: _____
Paul I. Cutler
Treasurer

Signed by Florida Power and Light Company
by Paul. I. Cutler, its Treasurer, in the presence
of:

Signature of Witness

Print Name

Address: _____

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EXHIBIT C TO AGREEMENT

[Form of Interest Rate Notice]

INTEREST RATE NOTICE

[Date]

[REDACTED]

Ladies and Gentlemen:

Pursuant to *Section 2.06* of that certain Term Loan Agreement, dated as of November 30, 2015 (as amended or modified from time to time, the "Loan Agreement", the terms defined therein being used herein as therein defined), among the undersigned, the Lenders party thereto and [REDACTED] as Administrative Agent and Lender, the Borrower hereby gives you irrevocable notice of its request to Convert the Loan(s) and/or Interest Periods currently under effect under the Loan Agreement as follows *[select from the following as applicable]*:

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

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

[SIGNATURE APPEARS ON FOLLOWING PAGE]

CONFIDENTIAL

Term Loan #4

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Very truly yours,

**FLORIDA POWER & LIGHT
COMPANY**

By: _____
Name:
Title:

[FPL/██████ Term Loan - Signature Page - Interest Rate Notice]

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EXHIBIT D TO AGREEMENT

Form of Borrower's Certificate

* * *

CERTIFICATE OF

FLORIDA POWER & LIGHT COMPANY

November 30, 2015

This Certificate is given pursuant to that certain Term Loan Agreement between Florida Power & Light Company (the "Borrower") the Lenders party thereto and [REDACTED] as Administrative Agent (the "Agent") and Lender, dated as of November 30, 2015 (the "Loan Agreement"). Each initially capitalized term which is used and not otherwise defined in this Certificate shall have the meaning specified for such term in the Loan Agreement. This Certificate is delivered in satisfaction of the conditions precedent set forth in *Section 6.01* of the Loan Agreement.

1. The Borrower hereby provides notice to the Agent that November 30, 2015 is hereby deemed to be the Effective Date.
2. The Borrower hereby certifies to the Agent that as of the Effective Date, except in respect of the matters described in *Schedule 4.04* of the Loan Agreement, there has been no material adverse change in the business or financial condition of any of the Borrower or any of its Subsidiaries taken as a whole from that set forth in the financial statements included in the Borrower's annual report on Form 10-K referred to in *Section 4.04* of the Loan Agreement. This representation and warranty is made only as of the Effective Date and shall not be deemed made or remade on or as of any subsequent date notwithstanding anything contained in the Loan Agreement, the other Loan Documents or in any document or instrument delivered pursuant to or in connection with the Loan Agreement.
3. The Borrower hereby further certifies that as of the Effective Date, the representations and warranties of the Borrower contained in the Loan Agreement are true and correct in all material respects (except to the extent that such representations and warranties expressly relate to an earlier date) and there exists no Default.

[SIGNATURE APPEARS ON THE NEXT PAGE]

CONFIDENTIAL

Term Loan #4

Page 82 of 99

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

**FLORIDA POWER & LIGHT
COMPANY**

By: _____
Paul L Cutler
Treasurer

[FPL/██████ Term Loan - Signature Page - Borrower's Certificate]

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EXHIBIT E TO AGREEMENT
[Form of Opinion of Borrower's Counsel]

November 30, 2015

[REDACTED]

Re: Florida Power & Light Company \$100,000,000 Term Loan Agreement

Ladies and Gentlemen:

This opinion is furnished to you pursuant to Section 6.01(e) of that certain Term Loan Agreement, dated as of November 30, 2015 (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

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SCHEDULE I
TO
OPINION OF SQUIRE PATTON BOGGS (US) LLP
List of Operative Documents

- (a) Term Loan Agreement, dated as of November 30, 2015 (the "Agreement"), by and among Borrower, the lenders party thereto from time to time, and [REDACTED] as Administrative Agent and Lender.
- (b) Note, dated as of November 30, 2015, made by Borrower and payable to the order of [REDACTED] in a principal amount of \$100,000,000.
- (c) Borrower's Certificate, dated as of November 30, 2015.

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**EXHIBIT F-1
U.S. TAX COMPLIANCE CERTIFICATE**

(For Foreign Lenders That Are Not Partnerships for U.S. Federal Income Tax Purposes)

Reference is hereby made to that certain Term Loan Agreement, dated as of November 30, 2015 (the "Loan Agreement"), between Florida Power & Light Company (as the "Borrower"), the Lenders party thereto and [REDACTED] as Administrative Agent and Lender (the "Agent").

Pursuant to the provisions of Section 3.10 of the Loan Agreement, the undersigned hereby certifies that (i) it is the sole record and beneficial owner of the Loan(s) in respect of which it is providing this certificate, (ii) it is not a bank within the meaning of Section 881(c)(3)(A) of the Code, (iii) it is not a ten percent shareholder of the Borrower within the meaning of Section 871(h)(3)(B) of the Code and (iv) it is not a controlled foreign corporation related to the Borrower as described in Section 881(c)(3)(C) of the Code.

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

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

[NAME OF LENDER]

By: _____

Name:

Title:

Date: _____, 20[]

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**EXHIBIT F-2
U.S. TAX COMPLIANCE CERTIFICATE**

**(For Foreign Participants
That Are Not Partnerships for U.S. Federal Income Tax Purposes)**

Reference is hereby made to that certain Term Loan Agreement, dated as of November 30, 2015 (the "Loan Agreement"), between Florida Power & Light Company (as the "Borrower"), the Lenders party thereto and [REDACTED] as Administrative Agent and Lender (the "Agent").

Pursuant to the provisions of Section 3.10 of the Loan Agreement, the undersigned hereby certifies that (i) it is the sole record and beneficial owner of the participation in respect of which it is providing this certificate, (ii) it is not a bank within the meaning of Section 881(c)(3)(A) of the Code, (iii) it is not a ten percent shareholder of the Borrower within the meaning of Section 871(h)(3)(B) of the Code, and (iv) it is not a controlled foreign corporation related to the Borrower as described in Section 881(c)(3)(C) of the Code.

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

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

[NAME OF PARTICIPANT]

By: _____

Name:

Title:

Date: _____, 20[]

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EXHIBIT F-3
U.S. TAX COMPLIANCE CERTIFICATE

(For Foreign Participants That Are Partnerships for U.S. Federal Income Tax Purposes)

Reference is hereby made to that certain Term Loan Agreement, dated as of November 30, 2015 (the "Loan Agreement"), between Florida Power & Light Company (as the "Borrower"), the Lenders party thereto and [REDACTED] as Administrative Agent and Lender (the "Agent").

Pursuant to the provisions of Section 3.10 of the Loan Agreement, the undersigned hereby certifies that (i) it is the sole record owner of the participation in respect of which it is providing this certificate, (ii) its direct or indirect partners/members are the sole beneficial owners of such participation, (iii) with respect such participation, neither the undersigned nor any of its direct or indirect partners/members is a bank extending credit pursuant to a loan agreement entered into in the ordinary course of its trade or business within the meaning of Section 881(c)(3)(A) of the Code, (iv) none of its direct or indirect partners/members is a ten percent shareholder of the Borrower within the meaning of Section 871(h)(3)(B) of the Code and (v) none of its direct or indirect partners/members is a controlled foreign corporation related to the Borrower as described in Section 881(c)(3)(C) of the Code.

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

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

[NAME OF PARTICIPANT]

By: _____

Name:

Title:

Date: _____, 20[]

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EXHIBIT F-4
U.S. TAX COMPLIANCE CERTIFICATE

(For Foreign Lenders That Are Partnerships for U.S. Federal Income Tax Purposes)

Reference is hereby made to that certain Term Loan Agreement, dated as of November 30, 2015 (the "Loan Agreement"), between Florida Power & Light Company (as the "Borrower"), the Lenders party thereto and [REDACTED] as Administrative Agent and Lender (the "Agent").

Pursuant to the provisions of Section 3.10 of the Loan Agreement, the undersigned hereby certifies that (i) it is the sole record owner of the Loan(s) in respect of which it is providing this certificate, (ii) its direct or indirect partners/members are the sole beneficial owners of such Loan(s), (iii) with respect to the extension of credit pursuant to this Loan Agreement or any other Loan Document, neither the undersigned nor any of its direct or indirect partners/members is a bank extending credit pursuant to a loan agreement entered into in the ordinary course of its trade or business within the meaning of Section 881(c)(3)(A) of the Code, (iv) none of its direct or indirect partners/members is a ten percent shareholder of the Borrower within the meaning of Section 871(h)(3)(B) of the Code and (v) none of its direct or indirect partners/members is a controlled foreign corporation related to the Borrower as described in Section 881(c)(3)(C) of the Code.

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

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

[NAME OF LENDER]

By: _____

Name:

Title:

Date: _____, 20[]

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EXHIBIT G
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:** _____ as administrative agent under the Loan Agreement
- 5. **Loan Agreement:** Term Loan Agreement, dated as of November 30, 2015, among the Borrower, the lenders party thereto from time to time, and the Administrative Agent

¹ Select as applicable.

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[Consented to and]³ Accepted:

[REDACTED]

as Administrative Agent

By: _____

Name:

Title:

[Consented to:

FLORIDA POWER & LIGHT COMPANY

By: _____

Name:

Title:]⁴

³ To be included only if the consent of the Administrative Agent is required by the terms of the Credit Agreement.

⁴ To be included only if the consent of the Borrower is required by the terms of the Credit Agreement.



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

November 24, 2015

2 [Redacted]
3 [Redacted]
4 [Redacted]
5 [Redacted]

6 Attention: [Redacted]
7 Telephone No.: [Redacted]

8 Re: Florida Power & Light Company \$200,000,000 Term Loan Agreement

9 Ladies and Gentlemen:

10 This opinion is furnished to you pursuant to Section 6.01(e) of that certain Term Loan
11 Agreement, dated as of November 24, 2015 (the "Agreement"), between Florida Power & Light
12 Company, a Florida corporation ("Borrower"), the Lenders party thereto from time to time, and
13 [Redacted] as Administrative Agent (the "Agent") and as Lender. This opinion is furnished
14 to you at the request of Borrower. Capitalized terms defined in the Agreement and not otherwise
15 defined herein have the meanings set forth therein.

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

18 We have made such examinations of the federal law of the United States and of the laws
19 of the State of Florida and the State of New York as we have deemed relevant for purposes of
20 this opinion, and solely for the purposes of the opinions in paragraph 6, the Public Utility
21 Holding Company Act of 2005 and the Federal Power Act (the Public Utility Holding Company
22 Act of 2005 and the Federal Power Act and the rules and regulations issued thereunder being
23 referred to herein as the "Applicable Energy Laws"), and have not made any independent
24 review of the law of any other state or other jurisdiction; provided however we have made no
25 investigation as to, and we express no opinion with respect to, any federal securities laws or the
26 blue sky laws of any state, any state or federal tax laws, or any matters relating to the Applicable
27 Energy Laws (except for the purposes of the opinions in paragraph 6), the Public Utility
28 Regulatory Policies Act of 1978, the Energy Policy Act of 2005, or the rules and regulations
29 under any of the foregoing. Additionally, the opinions contained herein shall not be construed as
30 expressing any opinion regarding local statutes, ordinances, administrative decisions, or

44 Offices in 21 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.

1 [REDACTED]
2 September 24, 2015
3 Page 2

Squire Patton Boggs (US) LLP

4 regarding the rules and regulations of counties, towns, municipalities or special political
5 subdivisions (whether created or enabled through legislative action at the state or regional
6 level), or regarding judicial decisions to the extent they deal with any of the foregoing
7 (collectively, "Excluded Laws"). Subject to the foregoing provisions of this paragraph, the
8 opinions expressed herein are limited solely to the federal law of the United States and the
9 law of the State of Florida and the State of New York insofar as they bear on the matters
10 covered hereby.

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

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

- 19 (i) the genuineness of all signatures (other than signatures of Borrower on the
20 Operative Documents) and the legal capacity of all individuals who executed
21 Documents individually or on behalf of any of the parties thereto, the accuracy
22 and completeness of each Document submitted for our review, the authenticity of
23 all Documents submitted to us as originals, the conformity to original Documents
24 of all Documents submitted to us as certified or photocopies and the authenticity
25 of the originals of such copies;
- 26 (ii) that each of the parties to the Operative Documents (other than Borrower) is a
27 duly organized or created, validly existing entity in good standing under the laws
28 of the jurisdiction of its organization or creation;
- 29 (iii) the due execution and delivery of the Operative Documents by all parties thereto
30 (other than Borrower);
- 31 (iv) that all parties to the Operative Documents (other than Borrower) have the power
32 and authority to execute and deliver the Operative Documents, as applicable, and
33 to perform their respective obligations under the Operative Documents, as
34 applicable;
- 35 (v) that each of the Operative Documents is the legal, valid and binding obligation of
36 each party thereto (other than Borrower), enforceable in each case against each
37 such party in accordance with the respective terms of the applicable Operative
38 Documents;
- 39 (vi) that the conduct of the parties to the Operative Documents has complied with all
40 applicable requirements of good faith, fair dealing and conscionability;

Squire Patton Boggs (US) LLP

1 [REDACTED]
2 September 24, 2015

3 Page 3

4 (vii) that there are no agreements or understandings between the parties, written or
5 oral, and there is no usage of trade or course of prior dealing between the parties
6 that would, in either case, define, supplement or qualify the terms of any of the
7 Operative Documents (except as specifically set forth in the Operative
8 Documents); and

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

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

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

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

32 2. The execution, delivery and performance of the Operative
33 Documents entered into by Borrower have been duly authorized by all necessary
34 corporate action of Borrower and the Operative Documents to which Borrower is
35 a party have been duly executed and delivered by Borrower.

36 3. Each of the Operative Documents to which Borrower is a
37 party constitutes a valid and binding obligation of Borrower, enforceable against
38 Borrower in accordance with its terms.

39 4. The execution and delivery of the Operative Documents to
40 which Borrower is a party and the consummation by Borrower of the transactions
41 contemplated in the Operative Documents to which Borrower is a party will not

1 [REDACTED]
2 September 24, 2015

3 Page 4

Squire Patton Boggs (US) LLP

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

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

1 [REDACTED]
2 September 24, 2015
3 Page 5

Squire Patton Boggs (US) LLP

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

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

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

19 (1) any purported waiver of legal rights of Borrower under any of the
20 Operative Documents, or any purported consent thereunder, relating to the
21 rights of Borrower (including, without limitation, marshaling of assets,
22 reinstatement and rights of redemption, if any), or duties owing to it,
23 existing as a matter of law (including, without limitation, any waiver of
24 any provision of the Uniform Commercial Code in effect in the State of
25 New York and/or the State of Florida) except to the extent Borrower may
26 so waive and has effectively so waived (whether in any of the Operative
27 Documents or otherwise); or

28 (2) any provisions in any of the Operative Documents (a) restricting access
29 to legal or equitable redress or otherwise, requiring submission to the
30 jurisdiction of the courts of a particular state where enforcement thereof is
31 deemed to be unreasonable in light of the circumstances or waiving any
32 rights to object to venue or inconvenient forum, (b) providing that any
33 other party's course of dealing, delay or failure to exercise any right,
34 remedy or option under any of the Operative Documents shall not operate
35 as a waiver, (c) purporting to establish evidentiary standards for suits or
36 proceedings to enforce any of the Operative Documents, (d) allowing any
37 party to declare indebtedness to be due and payable, in any such case
38 without notice, (e) providing for the reimbursement by the non-prevailing
39 party of the prevailing party's legal fees and expenses, (f) with respect to
40 the enforceability of the indemnification provisions in any of the
41 Operative Documents that may be limited by applicable laws or public
42 policy, (g) providing that forum selection clauses are binding on the court
43 or courts in the forum selected, (h) limiting judicial discretion regarding
44 the determination of damages and entitlement to attorneys' fees and other

1 [REDACTED]
2 September 24, 2015
3 Page 6

Squire Patton Boggs (US) LLP

4 costs, (i) which deny a party who has materially failed to render or offer
5 performance required by any of the Operative Documents the opportunity
6 to cure that failure unless permitting a cure would unreasonably hinder the
7 non-defaulting party from making substitute arrangements for
8 performance or unless it was important in the circumstances to the non-
9 defaulting party that performance occur by the date stated in the
10 agreement, or (j) which purport to waive any right to trial by jury.

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

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

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

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

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

30 Very truly yours,

31 *Squire Patton Boggs (US) LLP*
32 SQUIRE PATTON BOGGS (US) LLP

1 SCHEDULE I

2 TO

3 OPINION OF SQUIRE PATTON BOGGS (US) LLP

4 List of Operative Documents

- 5 (a) Term Loan Agreement, dated as of November 24, 2015 (the "Agreement"), by and
6 among Borrower, the lenders party thereto from time to time, and [REDACTED] as
7 Administrative Agent and Lender. A
- 8 (b) Note, dated as of November 24, 2015, made by Borrower and payable to the order of [REDACTED]
9 [REDACTED] in a principal amount of \$200,000,000. A
- 10 (c) Borrower's Certificate, dated as of November 24, 2015.

SQUIRE PATTON BOGGS (US) LLP

200 South Biscayne Boulevard

Suite 4700

Miami, Florida 33131

Office: +1.305.577.7000

Fax: +1.305.577.7001

squirepattonboggs.com

1 November 24, 2015

2 [REDACTED]
3 as Administrative Agent and Lender
4 [REDACTED]
5 [REDACTED]

6 Re: Florida Power & Light Company \$100,000,000 Term Loan Agreement

7 Ladies and Gentlemen:

8 This opinion is furnished to you pursuant to Section 6.01(e) of that certain Term Loan
9 Agreement, dated as of November 24, 2015 (the "Agreement"), between Florida Power & Light
10 Company, a Florida corporation (the "Borrower"), the lenders party thereto from time to time,
11 and [REDACTED] acting in its capacity as a lending institution (together with
12 its successors and assigns, the "Lender") and as Administrative Agent for the Lenders from
13 time to time party thereto (the "Agent"). This opinion is furnished to you at the request of
14 Borrower. Capitalized terms defined in the Agreement and not otherwise defined herein have the
15 meanings set forth therein.

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

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

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[Redacted]
as Administrative Agent and Lender

November 24, 2015

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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.

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

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

- (i) the genuineness of all signatures (other than signatures of Borrower on the Operative Documents) and the legal capacity of all individuals who executed Documents individually or on behalf of any of the parties thereto, the accuracy and completeness of each Document submitted for our review, the authenticity of all Documents submitted to us as originals, the conformity to original Documents of all Documents submitted to us as certified or photocopies and the authenticity of the originals of such copies;
- (ii) that each of the parties to the Operative Documents (other than Borrower) is a duly organized or created, validly existing entity in good standing under the laws of the jurisdiction of its organization or creation;
- (iii) the due execution and delivery of the Operative Documents by all parties thereto (other than Borrower);
- (iv) that all parties to the Operative Documents (other than Borrower) have the power and authority to execute and deliver the Operative Documents, as applicable, and to perform their respective obligations under the Operative Documents, as applicable;
- (v) that each of the Operative Documents is the legal, valid and binding obligation of each party thereto (other than Borrower), enforceable in each case against each such party in accordance with the respective terms of the applicable Operative Documents;
- (vi) that the conduct of the parties to the Operative Documents has complied with all applicable requirements of good faith, fair dealing and conscionability;
- (vii) that there are no agreements or understandings between the parties, written or oral, and there is no usage of trade or course of prior dealing between the parties that would, in either case, define, supplement or qualify the terms of any of the

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[Redacted]
as Administrative Agent and Lender

November 24, 2015
Page 3

Operative Documents (except as specifically set forth in the Operative Documents); and

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

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

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

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

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

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

4. The execution and delivery of the Operative Documents to which Borrower is a party and the consummation by Borrower of the transactions contemplated in the Operative Documents to which Borrower is a party will not conflict with or constitute a breach or violation of any of the terms or provisions of, or constitute a default under, (A) the Restated Articles of Incorporation of Borrower, as amended, or the Bylaws, as amended, of Borrower, assuming that the aggregate principal amount of the Loan and

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as Administrative Agent and Lender

November 24, 2015

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

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

6. The execution and delivery of the Operative Documents to which Borrower is a party and the consummation by Borrower of the transactions contemplated in the Operative Documents to which Borrower is a party will not (A) constitute a breach or violation by Borrower of any Applicable Energy Law, or (B) require any consent, approval, authorization or other order of any U.S.

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[Redacted]
as Administrative Agent and Lender

November 24, 2015
Page 5

federal regulatory body, administrative agency or other U.S. federal governmental body having jurisdiction over Borrower pursuant to an Applicable Energy Law.

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

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

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

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[Redacted]
as Administrative Agent and Lender

November 24, 2015
Page 6

defaulting party that performance occur by the date stated in the agreement, or (j) which purport to waive any right to trial by jury.

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

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

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

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

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

Very truly yours,

Squire Patton Boggs (US) LLP
SQUIRE PATTON BOGGS (US) LLP

SCHEDULE I

TO

OPINION OF SQUIRE PATTON BOGGS (US) LLP

List of Operative Documents

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10.

- (a) Term Loan Agreement, dated as of November 24, 2015 (the "Agreement"), by and among Borrower, the lenders party thereto from time to time, and [REDACTED] as Administrative Agent and Lender. [REDACTED]
- (b) Note, dated as of November 24, 2015, made by Borrower and payable to the order of [REDACTED] in a principal amount of \$100,000,000.
- (c) Borrower's Certificate, dated as of November 24, 2015.

Squire Patton Boggs #3



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

1 November 25, 2015

2 [Redacted]
3 [Redacted]
4 [Redacted]
5 [Redacted]

6 Re: Florida Power & Light Company \$100,000,000 Term Loan Agreement

7 Ladies and Gentlemen:

8 This opinion is furnished to you pursuant to Section 6.01(e) of that certain Term Loan
9 Agreement, dated as of November 25, 2015 (the "Agreement"), between Florida Power & Light
10 Company, a Florida corporation ("Borrower"), the Lenders party thereto from time to time, and
11 [Redacted] as Administrative Agent (the "Agent") and as Lender. This
12 opinion is furnished to you at the request of Borrower. Capitalized terms defined in the
13 Agreement and not otherwise defined herein have the meanings set forth therein.

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

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

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1 [REDACTED]
2 as Administrative Agent and Lender

3 opinions expressed herein are limited solely to the federal law of the United States and the
4 law of the State of Florida and the State of New York insofar as they bear on the matters
5 covered hereby.

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

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

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

1 **A**
2 [REDACTED]
as Administrative Agent and Lender

3 Operative Documents (except as specifically set forth in the Operative
4 Documents); and

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

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

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

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

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

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

35 4. The execution and delivery of the Operative Documents to which
36 Borrower is a party and the consummation by Borrower of the transactions
37 contemplated in the Operative Documents to which Borrower is a party will not
38 conflict with or constitute a breach or violation of any of the terms or
39 provisions of, or constitute a default under (A) the Restated Articles of
40 Incorporation of Borrower, as amended, or the Bylaws, as amended, of

1 [REDACTED] A
2 as Administrative Agent and Lender

Squire Patton Boggs (US) LLP

Page 4

November 25, 2015

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

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

42 6. The execution and delivery of the Operative Documents to which
43 Borrower is a party and the consummation by Borrower of the transactions
44 contemplated in the Operative Documents to which Borrower is a party will not
45 (A) constitute a breach or violation by Borrower of any Applicable Energy Law,

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2 as Administrative Agent and Lender

3 or (B) require any consent, approval, authorization or other order of any U.S.
4 federal regulatory body, administrative agency or other U.S. federal governmental
5 body having jurisdiction over Borrower pursuant to an Applicable Energy Law.

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

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

14 (1) any purported waiver of legal rights of Borrower under any of the
15 Operative Documents, or any purported consent thereunder, relating to the
16 rights of Borrower (including, without limitation, marshaling of assets,
17 reinstatement and rights of redemption, if any), or duties owing to it,
18 existing as a matter of law (including, without limitation, any waiver of
19 any provision of the Uniform Commercial Code in effect in the State of
20 New York and/or the State of Florida) except to the extent Borrower may
21 so waive and has effectively so waived (whether in any of the Operative
22 Documents or otherwise); or

23 (2) any provisions in any of the Operative Documents (a) restricting access
24 to legal or equitable redress or otherwise, requiring submission to the
25 jurisdiction of the courts of a particular state where enforcement thereof is
26 deemed to be unreasonable in light of the circumstances or waiving any
27 rights to object to venue or inconvenient forum, (b) providing that any
28 other party's course of dealing, delay or failure to exercise any right,
29 remedy or option under any of the Operative Documents shall not operate
30 as a waiver, (c) purporting to establish evidentiary standards for suits or
31 proceedings to enforce any of the Operative Documents, (d) allowing any
32 party to declare indebtedness to be due and payable, in any such case
33 without notice, (e) providing for the reimbursement by the non-prevailing
34 party of the prevailing party's legal fees and expenses, (f) with respect to
35 the enforceability of the indemnification provisions in any of the
36 Operative Documents that may be limited by applicable laws or public
37 policy, (g) providing that forum selection clauses are binding on the court
38 or courts in the forum selected, (h) limiting judicial discretion regarding
39 the determination of damages and entitlement to attorneys' fees and other
40 costs, (i) which deny a party who has materially failed to render or offer
41 performance required by any of the Operative Documents the opportunity
42 to cure that failure unless permitting a cure would unreasonably hinder the
43 non-defaulting party from making substitute arrangements for

Squire Patton Boggs #3

Squire Patton Boggs (US) LLP

Page 6

November 25, 2015

1 **A**
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3 performance or unless it was important in the circumstances to the non-
4 defaulting party that performance occur by the date stated in the
5 agreement, or (j) which purport to waive any right to trial by jury.

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

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

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

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

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

25 Very truly yours,

26 *Squire Patton Boggs (US) LLP*

27 SQUIRE PATTON BOGGS (US) LLP

1 SCHEDULE I

2 TO

3 OPINION OF SQUIRE PATTON BOGGS (US) LLP

4 List of Operative Documents

- 5 (a) Term Loan Agreement, dated as of November 25, 2015 (the "Agreement"), by and
6 among Borrower, the lenders party thereto from time to time, and [REDACTED]
7 [REDACTED] as Administrative Agent and Lender. A
- 8 (b) Note, dated as of November 25, 2015, made by Borrower and payable to the order of
9 [REDACTED] in a principal amount of \$100,000,000. A
- 10 (c) Borrower's Certificate, dated as of November 25, 2015.

Squire Patton Boggs #4



Squire Patton Boggs (US) LLP
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Miami, Florida 33131

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November 30, 2015

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as Administrative Agent and Lender

[REDACTED]

[REDACTED]

Re: Florida Power & Light Company \$100,000,000 Term Loan Agreement

Ladies and Gentlemen:

This opinion is furnished to you pursuant to Section 6.01(e) of that certain Term Loan Agreement, dated as of November 25, 2015 (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

44 Offices in 21 Countries

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as Administrative Agent and Lender

Squire Patton Boggs (US) LLP

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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.

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

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

- (i) the genuineness of all signatures (other than signatures of Borrower on the Operative Documents) and the legal capacity of all individuals who executed Documents individually or on behalf of any of the parties thereto, the accuracy and completeness of each Document submitted for our review, the authenticity of all Documents submitted to us as originals, the conformity to original Documents of all Documents submitted to us as certified or photocopies and the authenticity of the originals of such copies;
- (ii) that each of the parties to the Operative Documents (other than Borrower) is a duly organized or created, validly existing entity in good standing under the laws of the jurisdiction of its organization or creation;
- (iii) the due execution and delivery of the Operative Documents by all parties thereto (other than Borrower);
- (iv) that all parties to the Operative Documents (other than Borrower) have the power and authority to execute and deliver the Operative Documents, as applicable, and to perform their respective obligations under the Operative Documents, as applicable;
- (v) that each of the Operative Documents is the legal, valid and binding obligation of each party thereto (other than Borrower), enforceable in each case against each such party in accordance with the respective terms of the applicable Operative Documents;
- (vi) that the conduct of the parties to the Operative Documents has complied with all applicable requirements of good faith, fair dealing and conscionability;

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(vii) that there are no agreements or understandings between the parties, written or oral, and there is no usage of trade or course of prior dealing between the parties that would, in either case, define, supplement or qualify the terms of any of the Operative Documents (except as specifically set forth in the Operative Documents); and

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

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

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

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

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

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

4. The execution and delivery of the Operative Documents to which Borrower is a party and the consummation by Borrower of the transactions contemplated in the Operative Documents to which Borrower is a party will not conflict with or constitute a breach or violation of any of the terms or

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

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

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6. The execution and delivery of the Operative Documents to which Borrower is a party and the consummation by Borrower of the transactions

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contemplated in the Operative Documents to which Borrower is a party will not (A) constitute a breach or violation by Borrower of any Applicable Energy Law, or (B) require any consent, approval, authorization or other order of any U.S. federal regulatory body, administrative agency or other U.S. federal governmental body having jurisdiction over Borrower pursuant to an Applicable Energy Law.

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

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

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

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

EXHIBIT C

JUSTIFICATION TABLE

EXHIBIT C

COMPANY: Florida Power & Light Company
TITLE: Consummation Reports
DOCKET NO.: 140159
FILED: March 30, 2016

Description	No. of Pages	Conf. Y/N	Line No./ Col No.	Florida Statute 366.093(3) Subsection	Affiant
Term Loan #1	99	Y	Pg. 1, Ln. 26	(d), (e)	Aldo Portales
		N	Pgs. 2-6		
		Y	Pg. 7, Ln. 8A	(d), (e)	
		Y	Pg. 8, Lns. 5-10	(d), (e)	
		Y	Pg. 9, Lns. 11-45	(d), (e)	
		N	Pg. 10		
		Y	Pg. 11, Lns. 28-44	(d), (e)	
		N	Pgs. 12-13		
		Y	Pg. 14, Lns. 8-46	(d), (e)	
		Y	Pg. 15, Lns. 2-13	(d), (e)	
		N	Pg. 16		
		Y	Pg. 17, Lns. 10-16	(d), (e)	
		N	Pg. 18		
		Y	Pg. 19, Lns. 36-47	(d), (e)	
		Y	Pg. 20, Lns. 2-24, 30-38	(d), (e)	
		Y	Pg. 21, Lns 2-6	(d), (e)	
		Y	Pg. 22, Lns. 36A, 37A	(d), (e)	
		Y	Pg. 23, Lns. 31A, 32, 35A, 36	(d), (e)	
		Y	Pg. 24, Lns. 33A, 33B	(d), (e)	
		Y	Pg. 25, Lns. 3A, 3B, 13-17	(d), (e)	
N	Pgs. 26-28				
Y	Pg. 29, Lns. 4A, 5-10	(d), (e)			
N	Pgs. 30-37				

Description	No. of Pages	Conf. Y/N	Line No./ Col No.	Florida Statute 366.093(3) Subsection	Affiant
		Y	Pg. 38, Lns. 3A	(d), (e)	Aldo Portales
		N	Pgs. 39-41		
		Y	Pg. 42, Lns. 31-38, 41A, 42-46	(d), (e)	
		Y	Pg. 43, Lns. 3A, 4A, 5A, 6-8	(d), (e)	
		Y	Pg. 44, Lns. 16A, 17-19, 44-46	(d), (e)	
		Y	Pg. 45, Lns. 2-12	(d), (e)	
		Y	Pg. 46, Ln. 25A	(d), (e)	
		Y	Pg. 47, Lns. 7A, 8A, 16A, 25A, 27A	(d), (e)	
		Y	Pg. 48, Lns. 7A, 12A, 14A, 40A, 42-46	(d), (e)	
		N	Pg. 49		
		Y	Pg. 50, Ln. 5A	(d), (e)	
		N	Pgs. 51-53		
		Y	Pg. 54, Lns. 31A, 32A, 32B, 34A, 34B, 41A, 44A	(d), (e)	
		Y	Pg. 55, Lns. 39A, 40-47	(d), (e)	
		Y	Pg. 56, Lns. 2-9, 41A, 42-43, 44A	(d), (e)	
		Y	Pg. 57, Lns. 20-23	(d), (e)	
		Y	Pg. 58, Lns. 6A, 32A, 33A	(d), (e)	
		N	Pgs. 59-64		
		Y	Pg. 65, Lns. 47A	(d), (e)	
		Y	Pg. 66, Lns. 2A, 7A, 8A, 9A, 15A, 16A	(d), (e)	
		Y	Pg. 67, Lns. 8A, 12-15, 17A, 18A, 22-24, 25A, 27A, 28A, 29A	(d), (e)	
		N	Pgs. 68-71		

Description	No. of Pages	Conf. Y/N	Line No./ Col No.	Florida Statute 366.093(3) Subsection	Affiant
		Y	Pg. 72, Lns. 12-15, 16A, 17A, 24A, 25A	(d), (e)	Aldo Portales
		Y	Pg. 73, Lns. 5A, 6A, 7A, 8A, 9A, 10A, 11A	(d), (e)	
		Y	Pg. 74, Ln. 46A	(d), (e)	
		Y	Pg. 75, Ln. 13A	(d), (e)	
		Y	Pg. 76, Ln. 8A	(d), (e)	
		N	Pg. 77		
		Y	Pg. 78, Ln. 46A	(d), (e)	
		Y	Pg. 79, Ln. 11-14, 15A, 16A, 22A, 23A	(d), (e)	
		Y	Pg. 80, Ln. 45A	(d), (e)	
		Y	Pg. 81, Ln. 14A	(d), (e)	
		Y	Pg. 82, Ln. 46A	(d), (e)	
		Y	Pg. 83, Lns. 10-13, 14A, 15A, 23A	(d), (e)	
		N	Pgs. 84-88		
		Y	Pg. 89, Lns. 12A, 15A, 16A	(d), (e)	
		N	Pg. 90		
		Y	Pg. 91, Ln. 8A	(d), (e)	
		Y	Pg. 92, Ln. 9A	(d), (e)	
		Y	Pg. 93, Ln. 8A	(d), (e)	
		Y	Pg. 94, Ln. 8A	(d), (e)	
		Y	Pg. 95, Ln. 38A	(d), (e)	
		N	Pg. 96		
		Y	Pg. 97, Ln. 3A	(d), (e)	
		N	Pgs. 98-99		
Term Loan #2	99	Y	Pg. 1, Ln. 26	(d), (e)	Aldo Portales
		N	Pgs. 2-6		

Description	No. of Pages	Conf. Y/N	Line No./ Col No.	Florida Statute 366.093(3) Subsection	Affiant
		Y	Pg. 7, Ln. 7A	(d), (e)	Aldo Portales
		Y	Pg. 8, Lns. 7-12	(d), (e)	
		Y	Pg.9, Lns. 9-45	(d), (e)	
		N	Pg. 10		
		Y	Pg. 11, Lns.29-45	(d), (e)	
		N	Pg. 12-13		
		Y	Pg. 14, Lns. 14-47	(d), (e)	
		Y	Pg. 15, Lns. 1-19	(d), (e)	
		N	Pg. 16		
		Y	Pg. 17, Lns. 17-23	(d), (e)	
		N	Pg. 18		
		Y	Pg. 19, Lns. 43-47	(d), (e)	
		Y	Pg. 20, Lns. 1-31, 38-46	(d), (e)	
		Y	Pg. 21, Lns. 9-13	(d), (e)	
		Y	Pg. 22, Ln. 47A	(d), (e)	
		Y	Pg. 23, Lns. 1A, 43A, 44	(d), (e)	
		Y	Pg. 24. Lns. 2A, 3, 47A, 47B	(d), (e)	
		Y	Pg. 25, Lns. 15A, 15B, 25-29	(d), (e)	
		N	Pgs. 26-28		
		Y	Pg. 29, Lns. 14A, 15-20	(d), (e)	
		N	Pgs. 30-37		
		Y	Pg. 38, Lns. 16A	(d), (e)	
		N	Pgs. 39-42		
		Y	Pg. 43, Lns. 1-9, 11A, 12-16, 19A, 20A, 21A, 22-24	(d), (e)	
		Y	Pg. 44, Lns. 33A, 34-36	(d), (e)	

Description	No. of Pages	Conf. Y/N	Line No./ Col No.	Florida Statute 366.093(3) Subsection	Affiant
		Y	Pg. 45, Lns. 15-28	(d), (e)	Aldo Portales
		N	Pg. 46		
		Y	Pg. 47, Lns. 2A, 32A, 33A, 42A	(d), (e)	
		Y	Pg. 48, Lns. 2A, 4A, 30A, 35A, 37A	(d), (e)	
		Y	Pg. 49, Lns. 17A, 19-23	(d), (e)	
		Y	Pg. 50, Ln. 27A	(d), (e)	
		N	Pgs. 51-54		
		Y	Pg. 55, Lns. 6A, 7A, 7B, 9A, 9B, 17A, 20A	(d), (e)	
		Y	Pg. 56, Lns. 14A, 15-30	(d), (e)	
		Y	Pg. 57, Lns. 16A, 17-19, 42-45	(d), (e)	
		Y	Pg. 58, Ln. 28A	(d), (e)	
		Y	Pg. 59, Lns. 11A, 12A	(d), (e)	
		N	Pgs. 60-64		
		Y	Pg. 65, Ln. 48A	(d), (e)	
		Y	Pg. 66, Lns. 3, 8A, 9A, 10A, 17A, 18A	(d), (e)	
		Y	Pg. 67, Lns. 7A, 11-13, 14A, 18-19, 20A, 22A, 23A, 24A	(d), (e)	
		N	Pgs. 68-71		
		Y	Pg. 72, Lns. 12, 14-15, 17A, 18A, 24A, 25A	(d), (e)	
		Y	Pg. 73, Lns. 7A, 8A, 9A, 10A, 11A, 12A, 13A	(d), (e)	
		Y	Pg. 74, Ln. 47A	(d), (e)	
		Y	Pg. 75, Ln. 13A	(d), (e)	
		Y	Pg. 76, Ln. 7A	(d), (e)	
		N	Pg. 77		

Description	No. of Pages	Conf. Y/N	Line No./ Col No.	Florida Statute 366.093(3) Subsection	Affiant
		Y	Pg. 78, Ln. 47A	(d), (e)	Aldo Portales
		Y	Pg. 79, Lns. 11, 13-14, 15A, 17A, 22A, 23A	(d), (e)	
		Y	Pg. 80, Ln. 47A	(d), (e)	
		Y	Pg. 81, Ln. 14A	(d), (e)	
		Y	Pg. 82, Ln. 47A	(d), (e)	
		Y	Pg. 83, Lns. 10, 12-13, 22A	(d), (e)	
		N	Pgs. 84-88		
		Y	Pg. 89, Lns. 12A, 13A, 16A	(d), (e)	
		N	Pg. 90		
		Y	Pg. 91, Ln. 9A	(d), (e)	
		Y	Pg. 92, Ln. 9A	(d), (e)	
		Y	Pg. 93, Ln. 9A	(d), (e)	
		Y	Pg. 94, Ln. 9A	(d), (e)	
		Y	Pg. 95, Ln. 38A	(d), (e)	
		N	Pg. 96		
		Y	Pg. 97, Ln. 3	(d), (e)	
		N	Pgs. 98-99		
Term Loan #3	99	Y	Pg. 1, Ln. 26	(d), (e)	Aldo Portales
		N	Pgs. 2-6		
		Y	Pg. 7, Ln. 7A	(d), (e)	
		Y	Pg. 8, Lns. 5-10	(d), (e)	
		Y	Pg. 9, Lns. 10-45	(d), (e)	
		N	Pg. 10		
		Y	Pg. 11, Lns. 28-44	(d), (e)	
		N	Pgs. 12-13		
		Y	Pg. 14, Lns. 7-46	(d), (e)	

Description	No. of Pages	Conf. Y/N	Line No./ Col No.	Florida Statute 366.093(3) Subsection	Affiant
		Y	Pg. 15, Lns. 2-12	(d), (e)	Aldo Portales
		N	Pg. 16		
		Y	Pg. 17, Lns. 10-16	(d), (e)	
		N	Pg. 18		
		Y	Pg. 19, Lns. 36-47	(d), (e)	
		Y	Pg. 20, Lns. 2-24, 30-38	(d), (e)	
		Y	Pg. 21, Lns. 2-6	(d), (e)	
		Y	Pg. 22, Lns. 36A, 37A	(d), (e)	
		Y	Pg. 23, Lns. 31A, 32, 35A, 36	(d), (e)	
		Y	Pg. 24, Lns. 33A, 33B	(d), (e)	
		Y	Pg. 25, Lns. 3A, 3B, 12-16	(d), (e)	
		N	Pgs. 26-28		
		Y	Pg. 29, Lns. 4A, 5-10	(d), (e)	
		N	Pgs. 30-41		
		Y	Pg. 42, Lns. 31-38, 41A, 42-46	(d), (e)	
		Y	Pg. 43, Lns. 3A, 4A, 5A, 6-8	(d), (e)	
		Y	Pg. 44, Lns. 16A, 17-19, 44-46	(d), (e)	
		Y	Pg. 45, Lns. 2-12	(d), (e)	
		Y	Pg. 46, Ln. 25A	(d), (e)	
		Y	Pg. 47, Lns. 7A, 8A, 16A, 25A, 27A	(d), (e)	
		Y	Pg. 48, Lns. 7A, 12A, 14A, 40A, 42-46	(d), (e)	
		N	Pg. 49		
		Y	Pg. 50, Ln. 5A	(d), (e)	
		N	Pgs. 51-53		

Description	No. of Pages	Conf. Y/N	Line No./ Col No.	Florida Statute 366.093(3) Subsection	Affiant
		Y	Pg. 54, Lns. 31A, 32A, 34A, 34B, 41A, 44A	(d), (e)	Aldo Portales
		Y	Pg. 55, Lns. 38A, 39-47	(d), (e)	
		Y	Pg. 56, Lns. 2-8, 40A, 41-42, 43A	(d), (e)	
		Y	Pg. 57, Lns. 19-22	(d), (e)	
		Y	Pg. 58, Lns. 5A, 30A, 31A	(d), (e)	
		N	Pgs. 59-64		
		Y	Pg. 65, Ln. 47A	(d), (e)	
		Y	Pg. 66, Lns. 3, 4A, 9A, 10A, 11A, 16A, 17A	(d), (e)	
		Y	Pg. 67, Lns. 8A, 12-14, 17-18, 19A, 21A, 22A, 23A	(d), (e)	
		N	Pgs. 68-71		
		Y	Pg. 72, Lns. 12-15, 17A, 24A, 25A	(d), (e)	
		Y	Pg. 73, Lns. 5A, 6A, 7A, 8A, 9A, 10A, 11A	(d), (e)	
		Y	Pg. 74, Ln. 45A	(d), (e)	
		Y	Pg. 75, Ln. 13A	(d), (e)	
		Y	Pg. 76, Ln. 8A	(d), (e)	
		N	Pg. 77		
		Y	Pg. 78, Ln. 46A	(d), (e)	
		Y	Pg. 79, Lns. 11, 13-14, 15A, 23A	(d), (e)	
		Y	Pg. 80, Ln. 45A	(d), (e)	
		Y	Pg. 81, Lns. 14A, 15A	(d), (e)	
		Y	Pg. 82, Ln. 46A	(d), (e)	
		Y	Pg. 83, Lns. 10, 12-13, 22A	(d), (e)	
		N	Pgs. 84-88		

Description	No. of Pages	Conf. Y/N	Line No./ Col No.	Florida Statute 366.093(3) Subsection	Affiant
		Y	Pg. 89, Lns. 12A, 13A, 16A	(d), (e)	Aldo Portales
		N	Pg. 90		
		Y	Pg. 91, Ln. 9A	(d), (e)	
		Y	Pg. 92, Ln. 9A	(d), (e)	
		Y	Pg. 93, Ln. 9A	(d), (e)	
		Y	Pg. 94, Ln. 9A	(d), (e)	
		Y	Pg. 95, Ln. 38A	(d), (e)	
		N	Pg. 96		
		Y	Pg. 97, Ln. 3	(d), (e)	
		N	Pg. 98-99		
Term Loan #4	99	Y	Pg. 1, 26A	(d), (e)	Aldo Portales
		N	Pgs. 2-6		
		Y	Pg. 7, Ln. 7A	(d), (e)	
		Y	Pg. 8, Lns. 5-10	(d), (e)	
		Y	Pg. 9, Lns. 11-45	(d), (e)	
		N	Pg. 10		
		Y	Pg. 11, Lns. 29-44	(d), (e)	
		N	Pgs. 12-13		
		Y	Pg. 14, Lns. 7-46	(d), (e)	
		Y	Pg. 15, Lns. 2-12	(d), (e)	
		N	Pg. 16		
		Y	Pg. 17, Lns. 10-16	(d), (e)	
		N	Pg. 18		
		Y	Pg. 19, Lns. 36-47	(d), (e)	
		Y	Pg. 20, Lns. 2-24, 31-39	(d), (e)	
		Y	Pg. 21, Lns. 2-6	(d), (e)	
		Y	Pg. 22, Lns. 36A, 37A	(d), (e)	

Description	No. of Pages	Conf. Y/N	Line No./ Col No.	Florida Statute 366.093(3) Subsection	Affiant
		Y	Pg. 23, Lns. 31A, 32, 35A, 36	(d), (e)	Aldo Portales
		Y	Pg. 24, Ln. 33A, 33B	(d), (e)	
		Y	Pg. 25, Lns. 3A, 3B, 12-16	(d), (e)	
		N	Pgs. 26-28		
		Y	Pg. 29, Lns. 4A, 5-10	(d), (e)	
		N	Pgs. 30-37		
		Y	Pg. 38, Ln. 3A	(d), (e)	
		N	Pgs. 39-41		
		Y	Pg. 42, Lns. 31-38, 41A, 42-45	(d), (e)	
		Y	Pg. 43, Lns. 3A, 4A, 5A, 6-8	(d), (e)	
		Y	Pg. 44, Lns. 16A, 17-19, 44-46	(d), (e)	
		Y	Pg. 45, Lns. 2-11	(d), (e)	
		Y	Pg. 46, Ln. 25A	(d), (e)	
		Y	Pg. 47, Lns. 7A, 8A, 16A, 25A, 27A	(d), (e)	
		Y	Pg. 48, Lns. 11A, 13A, 40A, 41-45	(d), (e)	
		N	Pg. 49		
		Y	Pg. 50, Ln. 5A	(d), (e)	
		N	Pg. 51-53		
		Y	Pg. 54, Lns. 31A, 32-36, 37A, 43A, 46A	(d), (e)	
		Y	Pg. 55, Lns. 2A, 43A, 44-47	(d), (e)	
		Y	Pg. 56, Lns. 2-13, 45A, 46-47	(d), (e)	
		Y	Pg. 57, Lns. 2A, 24-27	(d), (e)	

Description	No. of Pages	Conf. Y/N	Line No./ Col No.	Florida Statute 366.093(3) Subsection	Affiant
		Y	Pg. 58, Lns. 11A, 36A, 37A	(d), (e)	Aldo Portales
		N	Pgs. 59-64		
		Y	Pg. 65, Ln. 47A	(d), (e)	
		Y	Pg. 66, Lns. 3, 9A, 10A, 11A, 16A, 18A	(d), (e)	
		Y	Pg. 67, Lns. 8, 11-14, 18-21, 22A, 23A, 24A, 25, 29-32, 33A, 34	(d), (e)	
		N	Pgs. 68-71		
		Y	Pg. 72, Lns. 12-18, 25A, 26A	(d), (e)	
		Y	Pg. 73, Lns. 7A, 8A, 9A, 10A, 11A, 12A, 13A	(d), (e)	
		Y	Pg. 74, Ln. 45A	(d), (e)	
		Y	Pg. 75, Ln. 13A	(d), (e)	
		Y	Pg. 76, Ln. 8A	(d), (e)	
		N	Pg. 77		
		Y	Pg. 78, Ln. 46A	(d), (e)	
		Y	Pg. 79, Lns. 11-17, 22A, 23A	(d), (e)	
		Y	Pg. 80, Ln. 45A	(d), (e)	
		Y	Pg. 81, Lns. 14A, 15A	(d), (e)	
		Y	Pg. 82, Ln. 46A	(d), (e)	
		Y	Pg. 83, Lns.10-20, 28A	(d), (e)	
		N	Pgs. 84-88		
		Y	Pg. 89, Lns. 12A, 13A, 15A, 16A	(d), (e)	
		N	Pg. 90		
		Y	Pg. 91, Lns. 8A	(d), (e)	
		Y	Pg. 92, 9A	(d), (e)	
		Y	Pg. 93, 8A	(d), (e)	

Description	No. of Pages	Conf. Y/N	Line No./ Col No.	Florida Statute 366.093(3) Subsection	Affiant
		Y	Pg. 94, Ln. 8A	(d), (e)	Aldo Portales
		Y	Pg. 95, Ln. 38A	(d), (e)	
		N	Pg. 96		
		Y	Pg. 97, Ln. 3A	(d), (e)	
		N	Pgs. 98-99		
Squire Patton Boggs #1	8	Y	Pg. 1, Lns. 2-5, 6A, 7A, 13A	(d), (e)	Aldo Portales
		Y	Pg. 2, Ln. 1A	(d), (e)	
		Y	Pg. 3, Ln. 1A	(d), (e)	
		Y	Pg. 4, Ln. 1A	(d), (e)	
		Y	Pg. 5, Ln. 1A	(d), (e)	
		Y	Pg. 6, Ln. 1A	(d), (e)	
		Y	Pg. 7, Lns. 6A, 8A, 9A	(d), (e)	
		N	Pg. 8		
Squire Patton Boggs #2	8	Y	Pg. 1, Lns. 2, 4-5, 11A	(d), (e)	Aldo Portales
		Y	Pg. 2 Ln. 1A	(d), (e)	
		Y	Pg. 3, Ln. 1A	(d), (e)	
		Y	Pg. 4, Ln. 1A	(d), (e)	
		Y	Pg. 5, Ln. 1A	(d), (e)	
		Y	Pg. 6, Ln. 1A	(d), (e)	
		Y	Pg. 7, Lns. 2A, 3A, 5A	(d), (e)	
		N	Pg. 8		
Squire Patton Boggs #3	8	Y	Pg. 1, Lns. 2-5, 11A	(d), (e)	Aldo Portales
		Y	Pg. 2, Ln. 1A	(d), (e)	
		Y	Pg. 3, Ln. 1A	(d), (e)	
		Y	Pg. 4, Ln. 1A	(d), (e)	
		Y	Pg. 5, Ln. 1A	(d), (e)	
		Y	Pg. 6, Ln. 1A	(d), (e)	
		Y	Pg. 7, Lns. 6A, 7A, 9A	(d), (e)	
		N	Pg. 8		

Description	No. of Pages	Conf. Y/N	Line No./ Col No.	Florida Statute 366.093(3) Subsection	Affiant
Squire Patton Boggs #4	8	Y	Pg. 1, Lns. 2, 4-10, 16A	(d), (e)	Aldo Portales
		Y	Pg. 2, Ln. 1A	(d), (e)	
		Y	Pg. 3, Ln. 1A	(d), (e)	
		Y	Pg. 4, Ln. 1A	(d), (e)	
		Y	Pg. 5, Ln. 1A	(d), (e)	
		Y	Pg. 6, Ln. 1A	(d), (e)	
		Y	Pg. 7, Lns. 2A, 3A, 4A, 5A	(d), (e)	
		N	Pg. 8		

EXHIBIT D

DECLARATION

EXHIBIT D

BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION

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

Docket No. 140159-EI
March 30, 2016

STATE OF FLORIDA)
)
PALM BEACH COUNTY)

WRITTEN DECLARATION OF ALDO PORTALES

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

2. I have reviewed Exhibit C, and the documents that are included in Exhibit A to FPL's Request for Confidential Classification of Certain Information for which I am identified as the declarant. The information that FPL asserts is proprietary and confidential business information includes negotiated financial and commercial terms regarding a loan agreement, if made public, would harm the competitive interests of the provider of the information. The documents contain proprietary and confidential business information and are intended to be treated by FPL as private. To the best of my knowledge, FPL has maintained the confidentiality of these documents and materials.

3. Consistent with the provisions of the Florida Administrative Code, such materials should remain confidential for a period of at least an additional 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 FPL 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.



Aldo Portales

Date: 3/18/16