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**-VIA ELECTRONIC FILING-**

October 31, 2017

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

**RE: Docket No. \_\_\_\_\_  
Florida Power & Light Company's Petition for Approval to Transfer the Martin  
Riviera Lateral Pipeline to Florida Southeast Connection and Implement Associated  
Rate Adjustments**

Dear Ms. Stauffer:

Enclosed for filing on behalf of Florida Power & Light Company ("FPL") is FPL's Petition for Approval to Transfer the Martin Riviera Lateral Pipeline to Florida Southeast Connection ("FSC") and Implement Associated Rate Adjustments, along with declarations and associated attachments of Robert E. Barrett, Jr., Renae B. Deaton, and Sam A. Forrest, which support the petition.

Sincerely,

/s/ Kevin I.C. Donaldson  
Kevin I.C. Donaldson  
Fla. Bar No. 0833401

BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION

In re: Florida Power & Light Company’s )  
Petition for Approval to Transfer the Martin- ) Docket No. 2017\_\_\_\_\_  
Riviera Lateral Pipeline to Florida Southeast )  
Connection and Implement Associated )  
Rate Adjustments ) Filed: October 31, 2017

**FLORIDA POWER & LIGHT COMPANY’S PETITION  
FOR APPROVAL TO TRANSFER THE MARTIN-RIVIERA LATERAL  
PIPELINE TO FLORIDA SOUTHEAST CONNECTION AND  
IMPLEMENT ASSOCIATED RATE ADJUSTMENTS**

Florida Power & Light Company (“FPL” or the “Company”), through undersigned counsel and pursuant to Sections 366.04, 366.05, and 366.06 Florida Statutes,<sup>1</sup> and the Stipulation and Settlement Agreement in FPL’s 2016 rate case, approved by the Florida Public Service Commission (“FPSC” or “Commission”) in Order No. PSC-16-0560-AS-EI (the “2016 Settlement Agreement”), hereby petitions the Commission for approval to transfer the Martin-Riviera Natural Gas Pipeline Lateral and related equipment (“MR-RV Lateral”) to Florida Southeast Connection (“FSC”) and approval to implement base rate and fuel rate (or “fuel factor”) adjustments to reflect the reduction in FPL’s base rate revenue requirements and recovery of the projected transportation charges associated with the transfer, respectively. As documented in the declaration of Robert E. Barrett that is attached as Exhibit 1 to this petition and incorporated by reference herein, the projected customer benefits and annualized revenue requirements associated with the transfer will result in customer savings of approximately \$2.8MM on a cumulative present value revenue requirement (“CPVRR”) basis. The declaration of Renae Deaton, attached as Exhibit 2, calculates the proposed base rate and fuel rate adjustments for every rate class. These proposed rate adjustments are projected to result in a net reduction in the overall bill for all rate classes based on each rate class’s allocation of forecasted

<sup>1</sup> All Florida statutory references are to the 2017 Florida Statutes.

energy sales. The declaration of Sam Forrest, attached as Exhibit 3, describes the transfer of the MR-RV Lateral to FSC and the associated agreements. Therefore, as authorized by the 2016 Settlement Agreement, FPL has entered into a Purchase and Sale Agreement (“PSA”) with FSC to transfer to FSC the assets associated with the MR-RV Lateral at their net book value. The PSA, which is attached to Sam Forrest’s declaration and incorporated herein, also includes contractual terms with FSC to provide firm gas transportation from FPL’s Martin Plant to FPL’s Riviera Beach Plant in the quantities that FPL currently has available through its ownership of the MR-RV Lateral.

In support of this Petition, FPL states as follows:

### **I. PETITIONER AND JURISDICTION**

1. FPL is an investor-owned utility with headquarters at 700 Universe Boulevard, Juno Beach, Florida 33408, operating under the jurisdiction of the Commission pursuant to the provisions of Chapter 366, Florida Statutes. FPL provides generation, transmission, and distribution service to more than 4.9 million retail customers.
2. The Commission has jurisdiction over this Petition pursuant to Sections 366.04 and 366.05, Florida Statutes.
3. Any pleading, motion, notice, order or other document required to be served upon FPL or filed by any party to this proceeding should be served upon the following individuals:

Kenneth A. Hoffman  
Vice President Regulatory Affairs  
Ken.Hoffman@fpl.com  
Florida Power & Light  
Company  
215 S. Monroe Street, Ste 810  
Tallahassee, FL 32301  
850-521-3919  
850-521-3939 (fax)

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Senior Attorney  
Kevin.Donaldson@fpl.com  
Florida Power & Light  
Company  
700 Universe Boulevard  
Juno Beach, FL 33408  
561-304-5170  
561-691-7135 (fax)

4. This Petition is being filed consistent with Rule 28-106.201, Florida Administrative Code. The agency affected is the Florida Public Service Commission, located at 2540 Shumard Oak Blvd, Tallahassee, FL 32399. This case does not involve reversal or modification of an agency decision or an agency's proposed action. Therefore, paragraph (c) and portions of paragraphs (e), (f) and (g) of subsection (2) of such rule are not applicable to this Petition. In compliance with paragraph (d), FPL states that it is not known which, if any, of the issues of material fact set forth in the body of this Petition may be disputed. All other requirements for petitions filed under Rule 28-106.201 are satisfied herein.

## **II. INTRODUCTION AND OVERVIEW**

5. FPL is strongly committed to delivering safe, reliable electricity to meet the energy needs of its approximate 4.9 million customers in the state of Florida. The MR-RV Lateral is an approximate 38-mile long, 20" diameter, natural gas pipeline originating at the Martin Next Generation Clean Energy Center ("Martin Plant") located in Martin County and terminating at the Riviera Beach Clean Energy Center ("Riviera Plant") in Palm Beach County. The MR-RV Lateral is a plant lateral owned and operated by FPL and is solely dedicated to providing natural gas to the Riviera Plant. The MR-RV Lateral began commercial operation on April 1, 2014 and

the associated revenue requirements are currently being recovered from retail customers through FPL's base rates.

6. FSC is an affiliated FERC-regulated natural gas transportation company that owns and operates a 126-mile interstate natural gas pipeline originating in Osceola County, Florida and terminating at the Martin Plant.

7. As a part of the 2016 FPL rate case petition in Docket No. 160021-EI, FPL provided a conceptual framework for the transfer of the MR-RV Lateral upon a showing of cost-effectiveness of the transaction for FPL's customers. The proposed transaction would also provide risk mitigation for FPL's customers, as all operating costs would now be the responsibility of FSC, and FPL would be guaranteed a fixed negotiated rate for firm gas transportation. On October 6, 2016, FPL entered into a Stipulation and Settlement with certain parties to Docket No. 160021-EI, and FPL's proposed conceptual framework for transferring the MR-RV Lateral is set forth in Paragraph 17 of the Stipulation and Settlement. The Commission approved the Stipulation and Settlement in Order No. PSC-16-0560-AS-EI issued on December 15, 2016.

8. Paragraph 17 of the 2016 Settlement Agreement provides that:

a) FPL is authorized to transfer to its affiliated FERC-regulated natural gas company, FSC, the MR-RV Lateral with all related equipment and inventory, upon a showing that such transfer will result in customer savings on a CPVRR basis pursuant to FPL's negotiated contractual terms with FSC for firm gas transportation;

b) The MR-RV Lateral assets are to be transferred at their net book value as of the transaction date;

c) FPL is to request approval to implement a simultaneous change to lower base rates and adjust fuel rates to reflect the projected transportation charges; and

d) FPL is to implement the base rate adjustment as a percentage reduction in base rates for every rate class.

9. FPL has filed this Petition consistent with the conditions specified in the 2016 Settlement Agreement in order to effectuate the MR-RV Lateral transaction and the corresponding rate adjustments.

### **III. THE MR-RV LATERAL PSA AGREEMENT**

10. FPL and FSC have reached mutually agreeable terms for the transfer of the MR-RV Lateral, which are memorialized in the PSA. Pursuant to the PSA, FPL will transfer 100 percent of its ownership interest in the MR-RV Lateral at the net book value of approximately \$168.3MM, and FSC will become its owner and operator. The parties anticipate that the MR-RV Lateral transfer will take place on July 1, 2018. The PSA is contingent on several conditions being satisfied, including:

a) FPL has received the final and non-appealable approval of the Florida Public Service Commission for the sale of the Purchased Assets (MR-RV Lateral); and

b) FSC has received the final and non-appealable approval of the Federal Energy Regulatory Commission for the purchase of the Purchased Assets.

11. The PSA also includes exhibits, for example, such as an itemized list of the assets being transferred and a long-term natural gas transportation and service agreement.

12. As a part of this transaction, FPL and FSC have also entered into a long-term gas transportation contract commencing on July 1, 2018 whereby FSC will provide to FPL firm gas transportation under a negotiated rate based on the maximum daily quantity of 300,000Dth from

the Martin Plant to the Riviera Plant. The duration of the gas transportation contract is for an initial twenty-four years, with FPL having the option to exercise three successive five-year extensions. The amount of firm gas transportation contracted for by FPL is in the quantities available to FPL through its original ownership of the MR-RV Lateral, which results in FPL's customers maintaining a sufficient and reliable source of firm gas transportation to the Riviera Plant. Additional details regarding the PSA and long term gas transportation contract are discussed in the declaration of Sam Forrest. (Exhibit 3)

#### **IV. COST EFFECTIVENESS OF THE MR-RV LATERAL TRANSFER**

13. FPL has confirmed that the transfer of the MR-RV Lateral results in estimated CPVRR savings of \$2.8MM<sup>2</sup> to FPL's customers over the life of the FPL-FSC transportation contract. The CPVRR savings are based on the reduction in FPL's revenue requirements of \$252.4MM when netted against the total negotiated rate payments of \$249.6MM to be paid to FSC. The reduction in FPL's revenue requirements include avoided operating expenses such as operations and maintenance, property tax, and administrative expenses associated with the transfer of the MR-RV Lateral. The reduction in FPL's revenue requirements also include avoided capital costs, which consist of reductions to depreciation expenses, financing costs and associated income taxes. The savings to customers as a result of this transaction begins in the first year.

14. The details of the calculation of CPVRR savings to customers resulting from the MR-RV Lateral transaction are described in greater detail in Mr. Barrett's declaration (Exhibit 1).

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<sup>2</sup> The \$2.8MM CPVRR savings to customers are based on a 40 year gas transportation contract as compared to FPL's REB-14 response in Docket No. 160021-EI which projected \$3MM CPVRR savings over a 30 year contract life. If one were to look at the current customer savings over a 30 year contract life, FPL projects the CPVRR to be \$7.3MM.

### **A. MR-RV Lateral Pipeline Base Rate Adjustments**

15. If the Commission approves the MR-RV Lateral transaction, FPL proposes to implement a base rate adjustment on July 1, 2018 that reflects the lower revenue requirements associated with the MR-RV Lateral transfer. The reduction in revenue requirements results in base rates being lowered by \$0.22 per MWh on average. Consistent with the 2016 Settlement Agreement, FPL has attached as Exhibit 2 to this Petition, the declaration of Renae Deaton, Director of Cost Recovery Clauses, in support of the calculation of the percentage reduction in base rates for each rate class.

### **B. MR-RV Lateral Transportation Charge Fuel Rate Adjustments**

16. On July 1, 2018, simultaneously with the reduction in base rates described above, FPL proposes to adjust its fuel factors to reflect recovery of the first-year transportation charges that FPL will pay pursuant to the FSC negotiated rate specified in the FPL-FSC firm gas transportation agreement. As a result of the transaction, the MR-RV Lateral average fuel rate adjustments for 2018 increases by \$0.20 per MWh (Exhibit 2). FPL's fuel factors for subsequent years will reflect the reduced transportation charges resulting from the declining revenue requirements methodology used in the FSC negotiated tariff rate.

## **V. CONCLUSION**

17. Consistent with the 2016 Settlement Agreement, the Commission should enter an order approving this Petition, which will enable FPL's customers to realize savings and benefits associated with the MR-RV Lateral transaction. Approval of this Petition allows FPL to obtain sufficient and reliable firm gas transportation while relieving FPL's customers from the operational risks associated with ownership and operation of the MR-RV Lateral.



WHEREFORE, Florida Power & Light Company respectfully requests that the Commission enter an order:

- A. Finding that FPL has demonstrated that the Martin-Riviera Lateral Pipeline transaction is reasonably projected to result in CPVRR savings to customers, therefore, FPL is authorized to transfer the MR-RV Lateral to Florida Southeast Connection;
- B. Approving the rate schedules reflecting the reduction in base rates associated with the Martin-Riviera Lateral Pipeline transaction; and
- C. Approving FPL's 2018 adjusted fuel rates associated with the FSC Martin-Riviera Firm Gas Transportation Agreement tariff rates.

Respectfully submitted this 31<sup>st</sup> day of October, 2017.

Kevin I.C. Donaldson  
Senior Attorney  
Attorney for Florida Power & Light Company  
700 Universe Boulevard  
Juno Beach, Florida 33408-0420  
(561) 304-5170  
(561) 691-7135 (fax)

By: s/ Kevin I.C. Donaldson  
Kevin I.C. Donaldson  
Fla. Bar No. 0833401

# Exhibit

1

BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION

In Re: Florida Power & Light Company's )  
Petition for Approval to Transfer the Martin-) Docket No. \_\_\_\_\_  
Riviera Lateral Pipeline to Florida Southeast )  
Connection and Implement Associated )  
Rate Adjustments ) Filed: October 31, 2017

**DECLARATION OF ROBERT E. BARRETT, JR.**

1. My name is Robert E. Barrett, Jr., and my business address is Florida Power & Light Company ("FPL" or the "Company"), 700 Universe Boulevard, Juno Beach, Florida, 33408.
2. I am employed by FPL as Vice President of Finance. I am responsible for FPL's financial forecast, analysis of financial results, corporate budgeting, resource assessment and planning, and load forecast activities.
3. I have a Bachelor of Business Administration degree from the University of Miami, 1982, with a major in Finance. I received a Master of Business Administration from Florida International University in 1985. I have been employed by FPL, or its affiliate NextEra Energy Resources, since 1982 and have held a variety of positions of increasing responsibility including: Financial Analyst; Manager of Financial Forecasting; Director of Quality, Planning and Analysis; Director of Corporate Planning; Director of Investor Relations; Vice President of Business Development for NextEra Energy Resources; and my current position as Vice President of Finance for FPL. As FPL's Vice President of Finance, I have overall responsibility for developing the operations and maintenance ("O&M") budget, the capital expenditure budget, and the total company per books financial forecast.

4. The purpose of my declaration is to support the cumulative present value revenue requirements (“CPVRR”) analysis, projected customer benefit, and annualized revenue requirement associated with the transfer of the Martin-Riviera lateral natural gas pipeline (“MR-RV Lateral”) from FPL to its FERC-regulated affiliate, Florida Southeast Connection (“FSC”).
5. Paragraph 17 of the 2016 Stipulation and Settlement Agreement approved by the Florida Public Service Commission (“FPSC” or “Commission”) in Order No. PSC-16-0560-AS-EI (“2016 Settlement Agreement”) authorizes FPL to transfer the MR-RV Lateral, with all related equipment and inventory, upon a showing that such transfer will result in customer savings on a CPVRR basis.
6. As reflected in Attachment REB-1, the estimated total system benefit is \$2.8 million in CPVRR benefits.
7. As authorized by Paragraph 17 of the 2016 Settlement Agreement, FPL proposes to transfer the assets at their net book value as of the transaction date and simultaneously contract with FSC to provide firm gas transportation from FPL’s Martin Next Generation Clean Energy Center (“Martin Plant”) to its Riviera Beach Clean Energy Center (“Riviera Plant”) in the same quantities currently available to FPL through its ownership of the MR-RV Lateral. In addition, FPL proposes to implement a simultaneous decrease in base rates as of the transaction date.
8. As reflected in Attachment REB-2, the jurisdictional base revenue requirement for the 12 months ended June 30, 2019 is \$24.3 million. This amount is used to calculate a decrease in base rates as discussed in Ms. Deaton’s declaration.

9. 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.

*Robert E Barrett Jr*

Robert E. Barrett, Jr.

Date: 10/30/17

### Annualized Summary of CPVRR Analysis for Martin-Riviera Gas Lateral Transfer

	1	2	3	4	5	6	7	8	9	10	11-40
	2018	2019	2020	2021	2022	2023	2024	2025	2026	2027	2028-2057
Nominal Total											
40-yr CPVRR											
(dollars in millions)											
Discount Factor(2)	0.98	0.93	0.86	0.80	0.75	0.69	0.65	0.60	0.56	0.52	na
Operating Expenses	\$ (88.7)	\$ (0.6)	\$ (1.4)	\$ (1.3)	\$ (1.4)	\$ (1.3)	\$ (1.5)	\$ (1.4)	\$ (1.5)	\$ (1.8)	\$ (75.2)
Property Tax	(85.0)	(1.5)	(3.0)	(2.9)	(2.9)	(2.9)	(2.8)	(2.8)	(2.7)	(2.7)	(57.8)
Depreciation	(160.8)	(2.7)	(5.3)	(5.3)	(5.3)	(5.3)	(5.2)	(5.2)	(5.2)	(5.2)	(110.9)
Interest Expense(3)	(43.8)	(1.6)	(2.7)	(2.6)	(2.4)	(2.3)	(2.2)	(2.1)	(2.0)	(1.9)	(21.8)
Income Tax	(82.8)	(3.0)	(5.1)	(4.8)	(4.5)	(4.3)	(4.1)	(3.9)	(3.7)	(3.5)	(41.3)
After-Tax Earnings(4)	(131.8)	(4.8)	(8.1)	(7.7)	(7.1)	(6.8)	(6.5)	(6.2)	(5.9)	(5.6)	(65.7)
Reduction in FPL Revenue Requirements	(592.9)										
Tariff Payment to FSC(5)	649.2										
Net Customer (Savings) / Costs	\$ 56.3										

1) Totals may not sum due to rounding. 40-year horizon  
2) Discount Factor is based on weighted average cost of capital of 7.57% discounted to July 1, 2018  
3) Interest Expense assumes cost of debt of 5.17%  
4) Assumes after-tax return on equity of 10.55%  
5) Tariff rate provided to FPL based on 300,000 MDO (Dth). The total tariff payment by FPL to FSC in 2018 is [REDACTED]

**MARTIN-RIVIERA LATERAL TRANSFER TO  
 FLORIDA SOUTHEAST CONNECTION, LLC.  
 FIRST YEAR REVENUE REQUIREMENTS**

Line No.	Revenue Requirement Calculation	Amount
1		
2	Jurisdictional Adjusted Rate Base	\$ (122,789,606)
3		
4	Pre-Tax Rate of Return on Rate Base	8.299%
5		
6	Required Jurisdictional Net Operating Income	<u>\$ (10,190,070)</u>
7		
8	Jurisdictional Adjusted Net Operating Income (Loss)	(4,689,603)
9		
10	Subtotal	<u>\$ (14,879,673)</u>
11		
12	Net Operating Income Multiplier <sup>(1)</sup>	1.63025
13		
14	Revenue Requirement	<u><u>\$ (24,257,592)</u></u>
15		
16		
17		
18		

Notes:

(1) Represents the net operating income multiplier from page 9 of Exhibit KO-20, Docket No. 160021-EI.

**RIVIERA/MARTIN PIPELINE - TRANSFER TO FLORIDA SOUTHEAST CONNECTION, LLC.**

**FIRST YEAR REVENUE REQUIREMENTS**

Line No.	Capital Structure	Ratio	Cost Rate <sup>''</sup>	Wtd Cost Rate
1				
2	Long Term Debt	39.16%	4.80%	1.88%
3	Common Equity	60.84%	10.55%	6.42%
4	Total	100.00%		8.30%
5				
6				
				<b>Retail</b>
		<b>Per Book</b>	<b>Separation</b>	<b>Jurisdictional</b>
7	<b>Rate Base - 13 Month Average</b>	<b>7/2018 - 6/2019</b>	<b>Factors<sup>(2)</sup></b>	<b>7/2018 - 6/2019</b>
8	Intangible Plant	\$ (365,827)	0.96945	\$ (354,651)
9	Other Production Plant	(190,442,359)	0.94176	(179,350,727)
10	General Plant	(668,284)	0.96945	(647,867)
11	Intangible Reserve	240,836	0.96945	233,478
12	Other Production Reserve	25,381,594	0.94176	23,903,334
13	General Reserve	201,284	0.96945	195,135
14	Net Plant	\$ (165,652,757)		\$ (156,021,298)
15				
16	Inventory	\$ (513,107)	0.96132	(493,258)
17				
18	Accumulated Deferred Taxes <sup>(3)</sup>	35,804,564	0.94192	33,724,950
19				
20	Total	\$ (130,361,300)		\$ (122,789,606)
21				
				<b>Retail</b>
		<b>Per Book</b>	<b>Separation</b>	<b>Jurisdictional</b>
22	<b>Net Operating Income</b>	<b>7/2018 - 6/2019</b>	<b>Factors<sup>(2)</sup></b>	<b>7/2018 - 6/2019</b>
23	Operations and Maintenance Expense	\$ (1,163,336)	0.96038	\$ (1,117,251)
24	Property Insurance	(20,400)	0.96132	(19,611)
25	Depreciation - Intangible Plant	(73,165)	0.96945	(70,930)
26	Depreciation - Other Production Plant	(5,175,925)	0.94176	(4,874,472)
27	Depreciation - General Plant	(91,042)	0.96945	(88,261)
28	Taxes Other Than Income Taxes - Prop Tax	(2,973,254)	0.96235	(2,861,300)
29	Payroll Taxes	(33,621)	0.96945	(32,594)
30	Interest Sync Adjustment	945,719		890,789
31	Income Tax Expense	3,663,515		3,484,026
32	Total Net Operating Expenses	\$ (4,921,510)		\$ (4,689,603)

Note:

(1) The long term debt cost rate is from page 8 of Exhibit KO-20, Docket No. 160021-EI, and the common equity cost rate is 10.55% per Order No. PSC-16-0560-AS-EI.

(2) Based on FPL's most recent cost of service calculations prepared for the 2017 budget cycle.

(3) Includes a proration adjustment for the depreciation-related ADIT balance associated with the Martin-Riviera Lateral required by the IRC Treasury Regulation §1.167(1)-1(h)(6) when a forecasted test period is utilized to set rates.



# Exhibit

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BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION

In Re: Florida Power & Light Company's ) Docket No. \_\_\_\_\_  
Petition for Approval to Transfer the Martin- )  
Riviera Lateral Pipeline to Florida Southeast )  
Connection and Implement Associated )  
Rate Adjustments ) Filed: October 31, 2017

**DECLARATION OF RENAE B. DEATON**

1. My name is Renae B. Deaton, and my business address is Florida Power & Light Company ("FPL" or the "Company"), 700 Universe Boulevard, Juno Beach, Florida, 33408.

2. I am employed by FPL as Director, Cost Recovery Clauses, where I am responsible for providing direction as to the appropriateness of inclusion of costs through a cost recovery clause and the overall preparation and filing of all cost recovery clause documents including testimony and discovery.

3. I hold a Bachelor of Science in Business Administration and a Master of Business Administration from Charleston Southern University. Since joining FPL in 1998, I have held various positions in the rates and regulatory areas. Prior to my current position, I held the positions of Senior Manager of Cost of Service and Load Research and Senior Manager of Rate Design in the Rates and Tariffs Department. I have previously testified before the Florida Public Service Commission ("FPSC" or "Commission") in base rate and clause recovery proceedings. I am a member of the Edison Electric Institute ("EEI") Rates and Regulatory Affairs Committee, and I have completed the EEI Advanced Rate Design Course. I have been a guest speaker at Public Utility Research Center/World Bank International Training Programs on Utility Regulation and Strategy.

4. Paragraph 17(b) of the 2016 Stipulation and Settlement Agreement approved by the Commission in Order No. PSC-16-0560-AS-EI (“2016 Settlement Agreement”) authorizes FPL to implement a simultaneous change to lower base rates and adjust fuel rates to reflect the projected transportation charges upon a showing that the transfer of the Martin-Riviera lateral natural gas pipeline (“MR-RV Lateral”) from FPL to Florida Southeast Connection (“FSC”) will result in customer savings on a CPVRR basis.

5. The purpose of my declaration is to provide the base rate adjustment calculation and the corresponding base rate reductions and the associated fuel recovery factor changes associated with the transfer of the MR-RV Lateral from FPL to FSC. The base rate reduction is accomplished by applying a percentage reduction in the base rates for each rate class. The fuel factor increase will be accomplished by adding the MR-RV Lateral Factor to the fuel factors in effect on June 30, 2018.

6. As presented in Mr. Barrett’s declaration, the jurisdictional annualized base revenue requirement of the MR-RV Lateral to be removed from base rates is (\$24.3) million. The FSC transportation charge for July through December 2018 to be included in the 2018 fuel factors is



**MR-RV Lateral Base Rate Reduction**

7. Attachment RBD-1, page 1 of 1, provides the computation of the allocation of the base revenue reduction and the resulting base rate adjustment factors for each rate class associated with the MR-RV Lateral pipeline transfer. The base revenue requirement of (\$24.3) million is allocated to the rate classes based on energy, which is the same manner the transportation costs are allocated in the fuel clause. The percent reduction in base revenues for each rate class was then determined by dividing each class’s target base revenue reduction by

each class's forecasted retail base revenues from the sales of electricity including unbilled revenues and base revenues recovered through the Conservation clause for the Commercial/Industrial Load Control Program ("CILC") and Commercial/Industrial Demand Reduction Rider ("CDR") credits, and non-clause recoverable credits for the same period. The percent reduction in base revenues for each rate class is shown in Exhibit RBD-1, page 1 of 1, column 7.

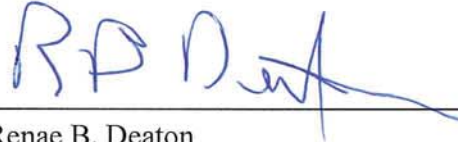
8. The detailed calculations and the resulting charges for each rate schedule are provided in Attachment RBD-2, pages 1-25. If the base rate adjustments are approved, the Company will submit revised tariff sheets reflecting the Commission approved charges prior to the July 1, 2018 proposed effective date.

#### **MR-RV Lateral Fuel Recovery Factor Changes**

9. Attachment RBD-3, page 1 of 1, provides the calculation of the MR-RV Lateral fuel recovery factor based on projected firm gas transportation charges from the Martin Plant to the Riviera Beach plant in the same quantities currently available to FPL through its ownership of the MR-RV Lateral. Projected transportation costs of [REDACTED] for the July 1, 2018 through December 31, 2018 as shown in REB-1, divided by projected sales of 58.37 million MWh for the same period, adjusted for taxes, results in an MR-RV Lateral fuel recovery factor of 0.020 cents per kWh. All fuel factors currently in effect will be increased by 0.020 cents per kWh. If the MR-RV Lateral fuel recovery factor is approved, the Company will submit revised billing adjustment tariff sheets reflecting the Commission approved factors prior to the July 1, 2018 proposed effective date.

10. For the typical 1,000 kWh residential bill, the base rate portion of the bill will decline \$0.21 and the fuel portion will increase \$0.20, for a net \$0.01 reduction.

11. 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.

A handwritten signature in blue ink, appearing to read "R B Deaton", written over a horizontal line.

Renae B. Deaton

Date: 10/30/17

**FLORIDA POWER & LIGHT COMPANY**  
**2018 MARTIN RIVIERA LATERAL TRANSFER**  
**Allocation of Base Revenue Requirement and Percentage Change**  
**July 2018 - June 2019**

(1) (2) (3) (4) (5) (6) (7)

Customer Class	Forecasted kWh			Allocation of Base Revenue Requirement <sup>(1)</sup>	Forecasted Base Revenues	Base Revenue % Decrease <sup>(2)</sup>
	Billed	Unbilled	Total			
CILC-1D	2,629,879,487	461,001	2,630,340,488	(\$582,591)	\$74,513,428	-0.782%
CILC-1G	106,177,055	18,612	106,195,667	(\$23,521)	\$3,611,138	-0.651%
CILC-1T	1,395,480,297	244,619	1,395,724,916	(\$309,137)	\$27,655,576	-1.118%
GS(T)-1	6,231,418,766	1,092,328	6,232,511,094	(\$1,380,431)	\$418,349,529	-0.330%
GSCU-1	59,748,456	10,474	59,758,930	(\$13,236)	\$3,772,938	-0.351%
GSD(T)-1	26,703,598,693	4,680,970	26,708,279,663	(\$5,915,583)	\$1,300,927,827	-0.455%
GSLD(T)-1	10,643,966,239	1,865,819	10,645,832,058	(\$2,357,932)	\$443,096,028	-0.532%
GSLD(T)-2	2,549,063,979	446,835	2,549,510,814	(\$564,688)	\$92,694,897	-0.609%
GSLD(T)-3	168,225,028	29,489	168,254,517	(\$37,266)	\$5,224,703	-0.713%
MET	92,039,065	16,134	92,055,199	(\$20,389)	\$4,395,633	-0.464%
OL-1	97,610,382	17,110	97,627,492	(\$21,623)	\$14,831,416	-0.146%
OS-2	11,216,470	1,966	11,218,436	(\$2,485)	\$1,186,834	-0.209%
RS(T)-1	58,149,448,306	10,193,227	58,159,641,533	(\$12,881,704)	\$4,119,849,806	-0.313%
SL-1	525,683,892	92,149	525,776,041	(\$116,453)	\$90,435,764	-0.129%
SL-2	32,696,580	5,732	32,702,312	(\$7,243)	\$1,597,601	-0.453%
SST-1D	13,233,397	2,320	13,235,717	(\$2,932)	\$979,346	-0.299%
SST-1T	91,985,498	16,124	92,001,622	(\$20,377)	\$11,302,891	-0.180%
<b>Total</b>	<b>109,501,471,590</b>	<b>19,194,908</b>	<b>109,520,666,498</b>	<b>(\$24,257,592)</b>	<b>\$6,614,425,353</b>	<b>-0.367%</b>

<sup>1</sup> Energy Factor = (\$24,257,592) / 109,501,471,590 kWh = \$0.00022/kWh; Energy factor multiplied times forecasted kWh for each rate class to determine share of revenue requirement by rate class.

<sup>2</sup> Reflects the percent reduction by rate class by which all base charges within each rate class are reduced in order to achieve the revenue reduction for that class.

FLORIDA POWER & LIGHT COMPANY  
SUMMARY OF TARIFF CHANGES  
JULY 1, 2018 BRA RATES

LINE NO.	(1) RATE SCHEDULE	(2) TYPE OF CHARGE	(3) MARCH 1, 2018 PROPOSED RATE*	(4) JULY 1, 2018 PROPOSED RATE	(5) TOTAL CHANGE IN RATE	(6) % CHANGE IN RATE
1	RS-1	Residential Service	\$8.01	\$7.98	(\$0.03)	-0.4%
2		Customer Charge/Minimum				
3						
4		Base Energy Charge (¢ per kWh)	5.909	5.891	(\$0.018)	-0.3%
5		First 1,000 kWh	6.928	6.906	(\$0.022)	-0.3%
6		All additional kWh				
7						
8						
9	RTR-1	Residential Service - Time of Use	\$8.01	\$7.98	(\$0.03)	-0.4%
10		Customer Charge/Minimum				
11						
12						
13		Base Energy Charge (¢ per kWh)	10.542	10.509	(0.033)	-0.3%
14		On-Peak	(4.690)	(4.675)	0.015	-0.3%
15		Off-Peak				
16						
17						
18	GS-1	General Service - Non Demand (0-20 kW)	\$10.18	\$10.15	(\$0.03)	-0.3%
19		Customer Charge/Minimum	(\$5.10)	(\$5.08)	\$0.02	-0.4%
20		Metered				
21		Unmetered Service Credit				
22		Base Energy Charge (¢ per kWh)	5.770	5.751	(0.019)	-0.3%
23						
24						
25						
26	GST-1	General Service - Non Demand - Time of Use (0-20 kW)	\$10.18	\$10.15	(\$0.03)	-0.3%
27		Customer Charge/Minimum				
28						
29		Base Energy Charge (¢ per kWh)	10.654	10.619	(0.035)	-0.3%
30		On-Peak	3.648	3.636	(0.012)	-0.3%
31		Off-Peak				
32						
33						
34						
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\* March 1, 2018 Rates as proposed in Docket No. 170001-EI.

LINE NO.	(1) RATE SCHEDULE	(2) TYPE OF CHARGE	(3)		(4)		(5)		(6) % CHANGE IN RATE
			MARCH 1, 2018 PROPOSED RATE*	JULY 1, 2018 PROPOSED RATE	TOTAL CHANGE IN RATE	% CHANGE IN RATE			
1	GSD-1	General Service Demand (21-499 kW)	\$25.46	\$25.34	(\$0.12)	-0.5%			
2		Customer Charge							
3									
4		Demand Charge (\$/kW)	\$9.58	\$9.54	(\$0.04)	-0.4%			
5									
6		Base Energy Charge (¢ per kWh)	2.135	2.125	(0.010)	-0.5%			
7									
8									
9	GSDT-1	General Service Demand - Time of Use (21-499 kW)	\$25.46	\$25.34	(\$0.12)	-0.5%			
10		Customer Charge							
11									
12		Demand Charge - On-Peak (\$/kW)	\$9.58	\$9.54	(\$0.04)	-0.4%			
13									
14		Base Energy Charge (¢ per kWh)	4.355	4.335	(0.020)	-0.5%			
15		On-Peak	1.152	1.147	(0.005)	-0.4%			
16		Off-Peak							
17									
18									
19	GSLD-1	General Service Large Demand (500-1999 kW)	\$76.40	\$75.99	(\$0.41)	-0.5%			
20		Customer Charge							
21									
22		Demand Charge (\$/kW)	\$11.72	\$11.66	(\$0.06)	-0.5%			
23									
24		Base Energy Charge (¢ per kWh)	1.688	1.679	(0.009)	-0.5%			
25									
26									
27	GSLDT-1	General Service Large Demand - Time of Use (500-1999 kW)	\$76.40	\$75.99	(\$0.41)	-0.5%			
28		Customer Charge							
29									
30		Demand Charge - On-Peak (\$/kW)	\$11.72	\$11.66	(\$0.06)	-0.5%			
31									
32		Base Energy Charge (¢ per kWh)	2.762	2.747	(0.015)	-0.5%			
33		On-Peak	1.218	1.212	(0.006)	-0.5%			
34		Off-Peak							
35									
36									
37									
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42									

\* March 1, 2018 Rates as proposed in Docket No. 170001-EI.



LINE NO.	(1) RATE SCHEDULE	(2) TYPE OF CHARGE	(3)		(4)		(5)		(6) % CHANGE IN RATE
			MARCH 1, 2018 PROPOSED RATE*	JULY 1, 2018 PROPOSED RATE	TOTAL CHANGE IN RATE	% CHANGE IN RATE			
1	CS-1	Curtailable Service (500-1999 kW)	\$101.87	\$101.33	(\$0.54)	-0.5%			
2		Customer Charge							
3		Demand Charge (\$/kW)	\$11.72	\$11.66	(\$0.06)	-0.5%			
4		Base Energy Charge (¢ per kWh)	1.688	1.679	(0.009)	-0.5%			
5		Monthly Credit (\$ per kW)	(\$1.97)	(\$1.96)	\$0.01	-0.5%			
6		Charges for Non-Compliance of Curtailment Demand							
7		Rebiling for last 12 months (per kW)	\$1.97	\$1.96	(\$0.01)	-0.5%			
8		Penalty Charge-current month (per kW)	\$4.24	\$4.22	(\$0.02)	-0.5%			
9		Early Termination Penalty charge (per kW)	\$1.25	\$1.24	(\$0.01)	-0.8%			
10		Curtailable Service - Time of Use (500-1999 kW)							
11	CST-1	Customer Charge	\$101.87	\$101.33	(\$0.54)	-0.5%			
12		Demand Charge - On-Peak (\$/kW)	\$11.72	\$11.66	(\$0.06)	-0.5%			
13		Base Energy Charge (¢ per kWh)	2.762	2.747	(0.015)	-0.5%			
14		On-Peak	1.218	1.212	(0.006)	-0.5%			
15		Off-Peak	(\$1.97)	(\$1.96)	\$0.01	-0.5%			
16		Monthly Credit (\$ per kW)							
17		Charges for Non-Compliance of Curtailment Demand							
18		Rebiling for last 12 months (per kW)	\$1.97	\$1.96	(\$0.01)	-0.5%			
19		Penalty Charge-current month (per kW)	\$4.24	\$4.22	(\$0.02)	-0.5%			
20		Early Termination Penalty charge (per kW)	\$1.25	\$1.24	(\$0.01)	-0.8%			
21		General Service Large Demand (2000 kW +)							
22	GSLD-2	Customer Charge	\$229.20	\$227.80	(\$1.40)	-0.6%			
23		Demand Charge (\$/kW)	\$12.22	\$12.15	(\$0.07)	-0.6%			
24		Base Energy Charge (¢ per kWh)	1.521	1.512	(0.009)	-0.6%			

\* March 1, 2018 Rates as proposed in Docket No. 170001-EI.

LINE NO.	(1) RATE SCHEDULE	(2) TYPE OF CHARGE	(3)		(4)	(5)		(6)
			MARCH 1, 2018 PROPOSED RATE*	JULY 1, 2018 PROPOSED RATE	TOTAL CHANGE IN RATE	% CHANGE IN RATE		
1	GSLDT-2	General Service Large Demand - Time of Use (2000 kW +) Customer Charge	\$229.20	\$227.80	(\$1.40)	-0.6%		
2								
3								
4								
5								
6	Base Energy Charge (¢ per kWh)	On-Peak	2.359	2.345	(0.014)	-0.6%		
7								
8			1.191	1.184	(0.007)	-0.6%		
9								
10								
11	CS-2	Curtailable Service (2000 kW +) Customer Charge	\$254.66	\$253.11	(\$1.55)	-0.6%		
12								
13								
14								
15								
16	Base Energy Charge (¢ per kWh)	On-Peak	1.521	1.512	(0.009)	-0.6%		
17								
18			(\$1.97)	(\$1.96)	\$0.01	-0.5%		
19								
20	Charges for Non-Compliance of Curtailment Demand	Rebiling for last 12 months (per kW) Penalty Charge-current month (per kW) Early Termination Penalty charge (per kW)	\$1.97	\$1.96	(\$0.01)	-0.5%		
21								
22			\$4.24	\$4.21	(\$0.03)	-0.7%		
23			\$1.25	\$1.24	(\$0.01)	-0.8%		
24								
25	CST-2	Curtailable Service - Time of Use (2000 kW +) Customer Charge	\$254.66	\$253.11	(\$1.55)	-0.6%		
26								
27								
28								
29								
30	Base Energy Charge (¢ per kWh)	On-Peak	2.359	2.345	(0.014)	-0.6%		
31								
32			1.191	1.184	(0.007)	-0.6%		
33								
34	Monthly Credit (per kW)		(\$1.96)	\$0.01	-0.5%			
35								
36	Charges for Non-Compliance of Curtailment Demand	Rebiling for last 12 months (per kW) Penalty Charge-current month (per kW) Early Termination Penalty charge (per kW)	\$1.97	\$1.96	(\$0.01)	-0.5%		
37								
38			\$4.24	\$4.21	(\$0.03)	-0.7%		
39			\$1.25	\$1.24	(\$0.01)	-0.8%		
40								
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42								

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LINE NO.	(1) RATE SCHEDULE	(2) TYPE OF CHARGE	(3) MARCH 1, 2018 PROPOSED RATE*	(4) JULY 1, 2018 PROPOSED RATE	(5) TOTAL CHANGE IN RATE	(6) % CHANGE IN RATE
1	GSLD-3	General Service Large Demand (2000 kW +)	\$2,037.29	\$2,022.76	(\$14.53)	-0.7%
2		Customer Charge				
3						
4		Demand Charge (\$/kW)	\$9.48	\$9.41	(\$0.07)	-0.7%
5						
6		Base Energy Charge (¢ per kWh)	1.094	1.086	(0.008)	-0.7%
7						
8						
9	GSLDT-3	General Service Large Demand - Time of Use (2000 kW +)	\$2,037.29	\$2,022.76	(\$14.53)	-0.7%
10		Customer Charge				
11						
12		Demand Charge - On-Peak (\$/kW)	\$9.48	\$9.41	(\$0.07)	-0.7%
13						
14		Base Energy Charge (¢ per kWh)	1.249	1.240	(0.009)	-0.7%
15		On-Peak	1.038	1.031	(0.007)	-0.7%
16		Off-Peak				
17						
18						
19	CS-3	Curtailable Service (2000 kW +)	\$2,062.76	\$2,048.05	(\$14.71)	-0.7%
20		Customer Charge				
21						
22		Demand Charge (\$/kW)	\$9.48	\$9.41	(\$0.07)	-0.7%
23						
24		Base Energy Charge (¢ per kWh)	1.094	1.086	(0.008)	-0.7%
25						
26		Monthly Credit (per kW)	(\$1.97)	(\$1.96)	\$0.01	-0.5%
27						
28		Charges for Non-Compliance of Curtailment Demand				
29		Rebiling for last 12 months (per kW)	\$1.97	\$1.96	(\$0.01)	-0.5%
30		Penalty Charge-current month (per kW)	\$4.24	\$4.21	(\$0.03)	-0.7%
31		Early Termination Penalty charge (per kW)	\$1.25	\$1.24	(\$0.01)	-0.8%
32						
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\* March 1, 2018 Rates as proposed in Docket No. 170001-EI.

LINE NO.	RATE SCHEDULE	(1)	(2)	TYPE OF CHARGE	(3)		(4)		(5)		(6)
					MARCH 1, 2018 PROPOSED RATE*	JULY 1, 2018 PROPOSED RATE	TOTAL CHANGE IN RATE	% CHANGE IN RATE			
1	CST-3			Curtailable Service - Time of Use (2000 KW +)							
2				Customer Charge	\$2,062.76	\$2,048.05			(\$14.71)		-0.7%
3											
4				Demand Charge - On-Peak (\$/kW)	\$9.48	\$9.41			(\$0.07)		-0.7%
5											
6				Base Energy Charge (¢ per kWh)							
7				On-Peak	1.249	1.240			(0.009)		-0.7%
8				Off-Peak	1.038	1.031			(0.007)		-0.7%
9											
10				Monthly Credit (per kW)	(\$1.97)	(\$1.96)			\$0.01		-0.5%
11											
12				Charges for Non-Compliance of Curtailment Demand							
13				Rebiling for last 12 months (per kW)	\$1.97	\$1.96			(\$0.01)		-0.5%
14				Penalty Charge-current month (per kW)	\$4.24	\$4.21			(\$0.03)		-0.7%
15				Early Termination Penalty charge (per kW)	\$1.25	\$1.24			(\$0.01)		-0.8%
16											
17	OS-2			Sports Field Service [Schedule closed to new customers]							
18				Customer Charge	\$127.33	\$127.06			(\$0.27)		-0.2%
19											
20				Base Energy Charge (¢ per kWh)	8.011	7.994			(0.017)		-0.2%
21											
22											
23	MET			Metropolitan Transit Service							
24				Customer Charge	\$611.18	\$608.35			(\$2.83)		-0.5%
25											
26				Base Demand Charge (\$/kW)	\$12.94	\$12.88			(\$0.06)		-0.5%
27											
28				Base Energy Charge (¢ per kWh)	1.725	1.717			(0.008)		-0.5%
29											
30											
31											
32											
33											
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\* March 1, 2018 Rates as proposed in Docket No. 170001-EI.

LINE NO.	(1) RATE SCHEDULE	(2) TYPE OF CHARGE	(3)		(4)		(5)		(6) % CHANGE IN RATE
			MARCH 1, 2018 PROPOSED RATE*	JULY 1, 2018 PROPOSED RATE	TOTAL CHANGE IN RATE	% CHANGE IN RATE			
1	CILC-1	Commercial/Industrial Load Control Program [Schedule closed to new customers]							
2		Customer Charge							
3		(G) 200-499kW	\$152.80	\$151.80	(\$1.00)	-0.7%			
4		(D) above 500kW	\$254.66	\$252.67	(\$1.99)	-0.8%			
5		(T) transmission	\$2,266.48	\$2,241.15	(\$25.33)	-1.1%			
6									
7		Base Demand Charge (\$/kW)							
8		per kW of Max Demand All kW:							
9		(G) 200-499kW	\$4.08	\$4.05	(\$0.03)	-0.7%			
10		(D) above 500kW	\$4.28	\$4.25	(\$0.03)	-0.7%			
11		(T) transmission	None	None	None	N/A			
12									
13									
14		per kW of Load Control On-Peak:							
15		(G) 200-499kW	\$2.68	\$2.66	(\$0.02)	-0.7%			
16		per kW of Load Control On-Peak:							
17		(D) above 500kW	\$3.06	\$3.04	(\$0.02)	-0.7%			
18		(T) transmission	\$3.26	\$3.22	(\$0.04)	-1.2%			
19									
20									
21									
22		Per kW of Firm On-Peak Demand							
23		(G) 200-499kW	\$10.18	\$10.11	(\$0.07)	-0.7%			
24		(D) above 500kW	\$11.10	\$11.01	(\$0.09)	-0.8%			
25		(T) transmission	\$11.92	\$11.79	(\$0.13)	-1.1%			
26									
27		Base Energy Charge (¢ per kWh)							
28		On-Peak							
29		(G) 200-499kW	1.518	1.508	(0.010)	-0.7%			
30		(D) above 500kW	1.022	1.014	(0.008)	-0.8%			
31		(T) transmission	0.952	0.941	(0.011)	-1.2%			
32		Off-Peak							
33		(G) 200-499kW	1.518	1.508	(0.010)	-0.7%			
34		(D) above 500kW	1.022	1.014	(0.008)	-0.8%			
35		(T) transmission	0.952	0.941	(0.011)	-1.2%			
36									
37		Excess "Firm Demand" or Termination Charge							
38		⌘ Up to prior 60 months of service							
39									
40		⌘ Penalty Charge per kW for each month of rebilling	\$1.10	\$1.09	(\$0.01)	-0.9%			
41									
42									

\* March 1, 2018 Rates as proposed in Docket No. 170001-EI.

LINE NO.	RATE SCHEDULE	(1)	(2)	TYPE OF CHARGE	(3)		(4)		(5)		(6)
					MARCH 1, 2018 PROPOSED RATE*	JULY 1, 2018 PROPOSED RATE	TOTAL CHANGE IN RATE	% CHANGE IN RATE			
1	CDR	Commercial/Industrial Demand Reduction Rider									
2		Monthly Rate									
3		Customer Charge									
4		Demand Charge									
5		Energy Charge									
6											
7		Monthly Administrative Adder									
8		GSD-1			\$127.33	\$126.75	(\$0.58)	-0.5%			
9		GSDT-1			\$127.33	\$126.75	(\$0.58)	-0.5%			
10		GSLD-1, GSLDT-1			\$178.26	\$177.31	(\$0.95)	-0.5%			
11		GSLD-2, GSLDT-2			\$76.40	\$75.93	(\$0.47)	-0.6%			
12		GSLD-3, GSLDT-3			\$229.20	\$227.57	(\$1.63)	-0.7%			
13		HLFT									
14		SDTR									
15											
16		Utility Controlled Demand Credit \$/kW			(\$8.36)	(\$8.32)	\$0.04	-0.5%			
17											
18		Excess "Firm Demand"			\$8.36	\$8.32	(\$0.04)	-0.5%			
19		α Up to prior 60 months of service									
20											
21		α Penalty Charge per kW for			\$1.10	\$1.09	(\$0.01)	-0.9%			
22		each month of rebilling									
23											
24	SL-1	Street Lighting									
25		Charges for FPL-Owned Units									
26		Fixture									
27		Sodium Vapor 6,300 lu 70 watts			\$3.97	\$3.96	(\$0.01)	-0.3%			
28		Sodium Vapor 9,500 lu 100 watts			\$4.04	\$4.03	(\$0.01)	-0.2%			
29		Sodium Vapor 16,000 lu 150 watts			\$4.16	\$4.15	(\$0.01)	-0.2%			
30		Sodium Vapor 22,000 lu 200 watts			\$6.30	\$6.29	(\$0.01)	-0.2%			
31		Sodium Vapor 50,000 lu 400 watts			\$6.36	\$6.35	(\$0.01)	-0.2%			
32		Sodium Vapor 27,500 lu 250 watts	**		\$6.70	\$6.69	(\$0.01)	-0.1%			
33		Sodium Vapor 140,000 lu 1,000 watts	**		\$10.08	\$10.07	(\$0.01)	-0.1%			
34		Mercury Vapor 6,000 lu 140 watts	**		\$3.13	\$3.13	\$0.00	0.0%			
35		Mercury Vapor 8,600 lu 175 watts	**		\$3.18	\$3.18	\$0.00	0.0%			
36		Mercury Vapor 11,500 lu 250 watts	**		\$5.31	\$5.30	(\$0.01)	-0.2%			
37		Mercury Vapor 21,500 lu 400 watts	**		\$5.28	\$5.27	(\$0.01)	-0.2%			
38											
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40											
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42											

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LINE NO.	RATE SCHEDULE	TYPE OF CHARGE	(1)	(2)		(3)	(4)	(5)		(6)
				MARCH 1, 2018 PROPOSED RATE*	JULY 1, 2018 PROPOSED RATE			TOTAL CHANGE IN RATE	% CHANGE IN RATE	
1	SL-1	Street Lighting (continued))								
2		Maintenance								
3		Sodium Vapor 6,300 lu 70 watts		\$1.89	\$1.89	\$0.00	\$0.00	\$0.00	0.0%	
4		Sodium Vapor 9,500 lu 100 watts		\$1.90	\$1.90	\$0.00	\$0.00	\$0.00	0.0%	
5		Sodium Vapor 16,000 lu 150 watts		\$1.93	\$1.93	\$0.00	\$0.00	\$0.00	0.0%	
6		Sodium Vapor 22,000 lu 200 watts		\$2.45	\$2.45	\$0.00	\$0.00	\$0.00	0.0%	
7		Sodium Vapor 50,000 lu 400 watts		\$2.46	\$2.46	\$0.00	\$0.00	\$0.00	0.0%	
8	**	Sodium Vapor 27,500 lu 250 watts		\$2.67	\$2.67	\$0.00	\$0.00	\$0.00	0.0%	
9	**	Sodium Vapor 140,000 lu 1,000 watts		\$4.79	\$4.78	(\$0.01)	(\$0.01)	(\$0.01)	-0.2%	
10	**	Mercury Vapor 6,000 lu 140 watts		\$1.70	\$1.70	\$0.00	\$0.00	\$0.00	0.0%	
11	**	Mercury Vapor 8,600 lu 175 watts		\$1.70	\$1.70	\$0.00	\$0.00	\$0.00	0.0%	
12	**	Mercury Vapor 11,500 lu 250 watts		\$2.44	\$2.44	\$0.00	\$0.00	\$0.00	0.0%	
13	**	Mercury Vapor 21,500 lu 400 watts		\$2.40	\$2.40	\$0.00	\$0.00	\$0.00	0.0%	
14										
15		Energy Non-Fuel								
16		Sodium Vapor 6,300 lu 70 watts	kWh	\$0.85	\$0.85	\$0.00	\$0.00	\$0.00	0.0%	
17		Sodium Vapor 9,500 lu 100 watts		\$1.20	\$1.20	\$0.00	\$0.00	\$0.00	0.0%	
18		Sodium Vapor 16,000 lu 150 watts		\$1.76	\$1.76	\$0.00	\$0.00	\$0.00	0.0%	
19		Sodium Vapor 22,000 lu 200 watts		\$2.58	\$2.58	\$0.00	\$0.00	\$0.00	0.0%	
20		Sodium Vapor 50,000 lu 400 watts		\$4.93	\$4.92	(\$0.01)	(\$0.01)	(\$0.01)	-0.2%	
21	**	Sodium Vapor 27,500 lu 250 watts		\$3.40	\$3.40	\$0.00	\$0.00	\$0.00	0.0%	
22	**	Sodium Vapor 140,000 lu 1,000 watts		\$12.05	\$12.04	(\$0.01)	(\$0.01)	(\$0.01)	-0.1%	
23	**	Mercury Vapor 6,000 lu 140 watts		\$1.82	\$1.82	\$0.00	\$0.00	\$0.00	0.0%	
24	**	Mercury Vapor 8,600 lu 175 watts		\$2.26	\$2.26	\$0.00	\$0.00	\$0.00	0.0%	
25	**	Mercury Vapor 11,500 lu 250 watts		\$3.05	\$3.05	\$0.00	\$0.00	\$0.00	0.0%	
26	**	Mercury Vapor 21,500 lu 400 watts		\$4.69	\$4.69	\$0.00	\$0.00	\$0.00	0.0%	
27										
28										
29										
30										
31										
32										
33										
34										
35										
36										
37										
38										
39										
40										
41										
42										

Note: The proposed monthly Non-Fuel Energy charge is calculated by multiplying the kWh rating for each fixture by the proposed Non-Fuel Energy Rate. This avoids rounding issues caused by separating the increases into the various components.  
 \*\*Note: These units are closed to new Company installations.

Summary of Tariff Changes for July 1, 2018  
Attachment RBD-2, Page 10 of 25

LINE NO.	RATE SCHEDULE	TYPE OF CHARGE	(1)		(2)		(3)		(4)		(5)		(6)	
			MARCH 1, 2018 PROPOSED RATE*	JULY 1, 2018 PROPOSED RATE	MARCH 1, 2018 PROPOSED RATE*	JULY 1, 2018 PROPOSED RATE	TOTAL CHANGE IN RATE	% CHANGE IN RATE	TOTAL CHANGE IN RATE	% CHANGE IN RATE				
1	SL-1	Street Lighting (continued))												
2		Charge for Customer-Owned Units												
3		Relamping and Energy												
4		Sodium Vapor 6,300 lu 70 watts	\$2.75	\$2.75							\$0.00	0.0%		
5		Sodium Vapor 9,500 lu 100 watts	\$3.11	\$3.11							\$0.00	0.0%		
6		Sodium Vapor 16,000 lu 150 watts	\$3.71	\$3.71							\$0.00	0.0%		
7		Sodium Vapor 22,000 lu 200 watts	\$5.00	\$5.00							\$0.00	0.0%		
8		Sodium Vapor 50,000 lu 400 watts	\$7.37	\$7.36							(\$0.01)	-0.1%		
10	**	Sodium Vapor 27,500 lu 250 watts	\$6.04	\$6.04							\$0.00	0.0%		
11	**	Sodium Vapor 140,000 lu 1,000 watts	\$16.88	\$16.85							(\$0.03)	-0.2%		
12	**	Mercury Vapor 6,000 lu 140 watts	\$3.53	\$3.53							\$0.00	0.0%		
13	**	Mercury Vapor 8,600 lu 175 watts	\$3.97	\$3.97							\$0.00	0.0%		
14	**	Mercury Vapor 11,500 lu 250 watts	\$5.50	\$5.50							\$0.00	0.0%		
15	**	Mercury Vapor 21,500 lu 400 watts	\$7.10	\$7.09							(\$0.01)	-0.1%		
18														
19		Energy Only												
20		Sodium Vapor 6,300 lu 70 watts	\$0.85	\$0.85							\$0.00	0.0%		
21		Sodium Vapor 9,500 lu 100 watts	\$1.20	\$1.20							\$0.00	0.0%		
22		Sodium Vapor 16,000 lu 150 watts	\$1.77	\$1.77							\$0.00	0.0%		
23		Sodium Vapor 22,000 lu 200 watts	\$2.57	\$2.57							\$0.00	0.0%		
24		Sodium Vapor 50,000 lu 400 watts	\$4.93	\$4.92							(\$0.01)	-0.2%		
26	**	Sodium Vapor 27,500 lu 250 watts	\$3.40	\$3.40							\$0.00	0.0%		
27	**	Sodium Vapor 140,000 lu 1,000 watts	\$12.05	\$12.03							(\$0.02)	-0.2%		
28	**	Mercury Vapor 6,000 lu 140 watts	\$1.82	\$1.82							\$0.00	0.0%		
29	**	Mercury Vapor 8,600 lu 175 watts	\$2.26	\$2.26							\$0.00	0.0%		
30	**	Mercury Vapor 11,500 lu 250 watts	\$3.05	\$3.05							\$0.00	0.0%		
31	**	Mercury Vapor 21,500 lu 400 watts	\$4.69	\$4.68							(\$0.01)	-0.2%		
34														
35		Non-Fuel Energy (\$ per kWh)	2.933	2.929							(0.004)	-0.1%		
36														
37														
38														
39														
40														
41														
42														

Note: The monthly Relamp and Energy charge is calculated by adding the Relamp increase to the Energy-only increase avoiding rounding issues.  
\*\*Note: These units are closed to new Company installations.



LINE NO.	RATE SCHEDULE	TYPE OF CHARGE	(3)	(4)	(5)	(6)
			MARCH 1, 2018 PROPOSED RATE*	JULY 1, 2018 PROPOSED RATE	TOTAL CHANGE IN RATE	% CHANGE IN RATE
1	SL-1	Street Lighting (continued))				
2		Other Charges				
3		Wood Pole	\$5.02	\$5.01	(\$0.01)	-0.2%
4		Concrete Pole / Steel Pole	\$6.86	\$6.85	(\$0.01)	-0.1%
5		Fiberglass Pole	\$8.12	\$8.11	(\$0.01)	-0.1%
6		Underground conductors not under paving (¢ per foot)	3.881	\$3.88	(0.001)	0.0%
7		Underground conductors under paving (¢ per foot)	9.483	\$9.47	(0.013)	-0.1%
8		Willful Damage				
9		Cost for Shield upon second occurrence	\$280.00	\$280.00	\$0.00	0.0%
10						
11						
12	SL-1M	Street Lighting				
13		Customer Charge/Minimum	\$14.26	\$14.24	(\$0.02)	-0.1%
14		Base Energy Charge (¢ per kWh)	2.879	2.875	(0.004)	-0.1%
15						
16						
17						
18						
19	PL-1	Premium Lighting				
20		Present Value Revenue Requirement				
21		Multiplier	1.1961	1.1961	0.000	0.0%
22						
23		Monthly Rate				
24		Facilities (Percentage of total work order cost)				
25		10 Year Payment Option	1.364%	1.364%	0.000	0.0%
26		20 Year Payment Option	0.926%	0.926%	0.000	0.0%
27						
28		Maintenance				
29						
30						
31		Termination Factors				
32		10 Year Payment Option	1.1961	1.1961	0.000	0.0%
33						
34			1.0324	1.0324	0.000	0.0%
35			0.9489	0.9489	0.000	0.0%
36			0.8590	0.8590	0.000	0.0%
37			0.7621	0.7621	0.000	0.0%
38			0.6576	0.6576	0.000	0.0%
39						
40						
41						
42						

\* March 1, 2018 Rates as proposed in Docket No. 170001-EI.

LINE NO.	RATE SCHEDULE	TYPE OF CHARGE	(1)		(2)		(3)		(4)		(5)		(6)	
			MARCH 1, 2018 PROPOSED RATE*	JULY 1, 2018 PROPOSED RATE	TOTAL CHANGE IN RATE	% CHANGE IN RATE	MARCH 1, 2018 PROPOSED RATE*	JULY 1, 2018 PROPOSED RATE	TOTAL CHANGE IN RATE	% CHANGE IN RATE				
1	PL-1	Premium Lighting (continued)	0.5450	0.5450			0.5450	0.5450	0.0000	0.0%				
2			0.4237	0.4237			0.4237	0.4237	0.0000	0.0%				
3			0.2929	0.2929			0.2929	0.2929	0.0000	0.0%				
4			0.1519	0.1519			0.1519	0.1519	0.0000	0.0%				
5			0.0000	0.0000			0.0000	0.0000	0.0000	0.0%				
6														
7														
8														
9		20 Year Payment Option	1.1961	1.1961			1.1961	1.1961	0.0000	0.0%				
10			1.0850	1.0850			1.0850	1.0850	0.0000	0.0%				
11			1.0582	1.0582			1.0582	1.0582	0.0000	0.0%				
12			1.0293	1.0293			1.0293	1.0293	0.0000	0.0%				
13			0.9982	0.9982			0.9982	0.9982	0.0000	0.0%				
14			0.9646	0.9646			0.9646	0.9646	0.0000	0.0%				
15			0.9285	0.9285			0.9285	0.9285	0.0000	0.0%				
16			0.8895	0.8895			0.8895	0.8895	0.0000	0.0%				
17			0.8475	0.8475			0.8475	0.8475	0.0000	0.0%				
18			0.8023	0.8023			0.8023	0.8023	0.0000	0.0%				
19			0.7535	0.7535			0.7535	0.7535	0.0000	0.0%				
20			0.7009	0.7009			0.7009	0.7009	0.0000	0.0%				
21			0.6443	0.6443			0.6443	0.6443	0.0000	0.0%				
22			0.5832	0.5832			0.5832	0.5832	0.0000	0.0%				
23			0.5174	0.5174			0.5174	0.5174	0.0000	0.0%				
24			0.4465	0.4465			0.4465	0.4465	0.0000	0.0%				
25			0.3700	0.3700			0.3700	0.3700	0.0000	0.0%				
26			0.2876	0.2876			0.2876	0.2876	0.0000	0.0%				
27			0.1988	0.1988			0.1988	0.1988	0.0000	0.0%				
28			0.1031	0.1031			0.1031	0.1031	0.0000	0.0%				
29			0.0000	0.0000			0.0000	0.0000	0.0000	0.0%				
30														
31		Non-Fuel Energy (\$ per kWh)	2.933	2.933			2.933	2.929	(0.004)	-0.1%				
32														
33		Willful Damage												
34		All occurrences after initial repair												
35														
36	RL-1	Recreational Lighting [Schedule closed to new customers]												
37														
38		Non-Fuel Energy (\$ per kWh)												
39														
40														
41		Maintenance												
42														

\* March 1, 2018 Rates as proposed in Docket No. 170001-EI.

LINE NO.	RATE SCHEDULE	TYPE OF CHARGE	(1)		(2)		(3)		(4)		(5)		(6)	
			OL-1	Charges for FPL-Owned Units	MARCH 1, 2018 PROPOSED RATE*	JULY 1, 2018 PROPOSED RATE	TOTAL CHANGE IN RATE	% CHANGE IN RATE						
1	OL-1	Outdoor Lighting												
2		Fixture												
3		Sodium Vapor 6,300 lu 70 watts			\$5.15	\$5.14	(\$0.01)	-0.2%						
4		Sodium Vapor 9,500 lu 100 watts			\$5.26	\$5.25	(\$0.01)	-0.2%						
5		Sodium Vapor 16,000 lu 150 watts			\$5.44	\$5.43	(\$0.01)	-0.2%						
6		Sodium Vapor 22,000 lu 200 watts			\$7.91	\$7.90	(\$0.01)	-0.1%						
7		Sodium Vapor 50,000 lu 400 watts			\$8.43	\$8.42	(\$0.01)	-0.1%						
8	**	Sodium Vapor 12,000 lu 150 watts			\$5.44	\$5.43	(\$0.01)	-0.2%						
9	**	Mercury Vapor 6,000 lu 140 watts			\$3.96	\$3.95	(\$0.01)	-0.3%						
10	**	Mercury Vapor 8,600 lu 175 watts			\$3.98	\$3.97	(\$0.01)	-0.3%						
11	**	Mercury Vapor 21,500 lu 400 watts			\$6.51	\$6.50	(\$0.01)	-0.2%						
12														
13														
14		<u>Maintenance</u>												
15		Sodium Vapor 6,300 lu 70 watts			\$1.94	\$1.94	\$0.00	0.0%						
16		Sodium Vapor 9,500 lu 100 watts			\$1.94	\$1.94	\$0.00	0.0%						
17		Sodium Vapor 16,000 lu 150 watts			\$1.97	\$1.97	\$0.00	0.0%						
18		Sodium Vapor 22,000 lu 200 watts			\$2.53	\$2.53	\$0.00	0.0%						
19		Sodium Vapor 50,000 lu 400 watts			\$2.49	\$2.49	\$0.00	0.0%						
20	**	Sodium Vapor 12,000 lu 150 watts			\$1.97	\$1.97	\$0.00	0.0%						
21	**	Mercury Vapor 6,000 lu 140 watts			\$1.74	\$1.74	\$0.00	0.0%						
22	**	Mercury Vapor 8,600 lu 175 watts			\$1.74	\$1.74	\$0.00	0.0%						
23	**	Mercury Vapor 21,500 lu 400 watts			\$2.44	\$2.44	\$0.00	0.0%						
24														
25		<u>Energy Non-Fuel</u>												
26		Sodium Vapor 6,300 lu 70 watts			0.91	\$0.91	0.00	0.0%						
27		Sodium Vapor 9,500 lu 100 watts			1.28	\$1.28	0.00	0.0%						
28		Sodium Vapor 16,000 lu 150 watts			1.88	\$1.88	0.00	0.0%						
29		Sodium Vapor 22,000 lu 200 watts			2.76	\$2.76	0.00	0.0%						
30		Sodium Vapor 50,000 lu 400 watts			5.26	\$5.25	(0.01)	-0.2%						
31	**	Sodium Vapor 12,000 lu 150 watts			1.88	\$1.88	0.00	0.0%						
32	**	Mercury Vapor 6,000 lu 140 watts			1.95	\$1.95	0.00	0.0%						
33	**	Mercury Vapor 8,600 lu 175 watts			2.41	\$2.41	0.00	0.0%						
34	**	Mercury Vapor 21,500 lu 400 watts			5.02	\$5.01	(0.01)	-0.2%						
35														
36														
37														
38														
39														
40														
41														
42														

Note: The monthly Relamp and Energy charge is calculated by adding the Relamp increase to the Energy-only increase avoiding rounding issues.  
 \*\*Note: These units are closed to new Company installations.

LINE NO.	RATE SCHEDULE	TYPE OF CHARGE	(1)	(2)	(3)	(4)	(5)	(6)
			MARCH 1, 2018 PROPOSED RATE*	JULY 1, 2018 PROPOSED RATE	TOTAL CHANGE IN RATE	% CHANGE IN RATE		
1	OL-1	Outdoor Lighting (continued)						
2		Charges for Customer-Owned Units						
3		Total Charge-Relamping & Energy						
4		Sodium Vapor 6,300 lu 70 watts	\$2.80	\$2.80	\$0.00	\$0.00	0.0%	
5		Sodium Vapor 9,500 lu 100 watts	\$3.17	\$3.17	\$0.00	\$0.00	0.0%	
6		Sodium Vapor 16,000 lu 150 watts	\$3.80	\$3.80	\$0.00	\$0.00	0.0%	
7		Sodium Vapor 22,000 lu 200 watts	\$5.23	\$5.23	\$0.00	\$0.00	0.0%	
8		Sodium Vapor 50,000 lu 400 watts	\$7.69	\$7.68	(\$0.01)	(\$0.01)	-0.1%	
9	**	Sodium Vapor 12,000 lu 150 watts	\$4.07	\$4.07	\$0.00	\$0.00	0.0%	
10	**	Mercury Vapor 6,000 lu 140 watts	\$3.65	\$3.65	\$0.00	\$0.00	0.0%	
11	**	Mercury Vapor 8,600 lu 175 watts	\$4.11	\$4.11	\$0.00	\$0.00	0.0%	
12	**	Mercury Vapor 21,500 lu 400 watts	\$7.40	\$7.39	(\$0.01)	(\$0.01)	-0.1%	
13								
14		<u>Energy Only</u>						
15		Sodium Vapor 6,300 lu 70 watts	\$0.91	\$0.91	\$0.00	\$0.00	0.0%	
16		Sodium Vapor 9,500 lu 100 watts	\$1.28	\$1.28	\$0.00	\$0.00	0.0%	
17		Sodium Vapor 16,000 lu 150 watts	\$1.88	\$1.88	\$0.00	\$0.00	0.0%	
18		Sodium Vapor 22,000 lu 200 watts	\$2.76	\$2.76	\$0.00	\$0.00	0.0%	
19		Sodium Vapor 50,000 lu 400 watts	\$5.26	\$5.25	(\$0.01)	(\$0.01)	-0.2%	
20	**	Sodium Vapor 12,000 lu 150 watts	\$1.88	\$1.88	\$0.00	\$0.00	0.0%	
21	**	Mercury Vapor 6,000 lu 140 watts	\$1.95	\$1.95	\$0.00	\$0.00	0.0%	
22	**	Mercury Vapor 8,600 lu 175 watts	\$2.41	\$2.41	\$0.00	\$0.00	0.0%	
23	**	Mercury Vapor 21,500 lu 400 watts	\$5.02	\$5.01	(\$0.01)	(\$0.01)	-0.2%	
24								
25		Non-Fuel Energy (¢ per kWh)	3.131	3.126	(0.005)	(0.005)	-0.2%	
26								
27		<u>Other Charges</u>						
28		Wood Pole	\$11.34	\$11.32	(\$0.02)	(\$0.02)	-0.2%	
29		Concrete Pole	\$15.32	\$15.30	(\$0.02)	(\$0.02)	-0.1%	
30		Fiberglass Pole	\$18.01	\$17.98	(\$0.03)	(\$0.03)	-0.2%	
31		<u>Underground conductors excluding</u>						
32		Trenching per foot	\$0.086	0.086	\$0.000	\$0.000	0.0%	
33		Down-guy, Anchor and Protector	\$10.31	\$10.29	(\$0.02)	(\$0.02)	-0.2%	
34								
35		<u>Traffic Signal Service</u>						
36	SL-2	Minimum Charge at each point	\$3.30	\$3.29	(\$0.01)	(\$0.01)	-0.3%	
37		Base Energy Charge (¢ per kWh)	4.819	4.797	(0.022)	(0.022)	-0.5%	
38								
39		<u>Traffic Signal Service</u>						
40	SL-2M	Customer Charge/Minimum	\$6.12	\$6.09	(\$0.03)	(\$0.03)	-0.5%	
41		Base Energy Charge (¢ per kWh)	4.682	4.661	(0.021)	(0.021)	-0.4%	
42								

\*\*Note: These units are closed to new Company installations.

LINE NO.	(1) RATE SCHEDULE	(2) TYPE OF CHARGE	(3)		(4)		(5)		(6) % CHANGE IN RATE
			MARCH 1, 2018 PROPOSED RATE*	JULY 1, 2018 PROPOSED RATE	TOTAL CHANGE IN RATE	% CHANGE IN RATE			
1	SST-1	Standby and Supplemental Service							
2		Customer Charge							
3	SST-1(D1)		\$127.33	\$126.95	(\$0.38)	-0.3%			
4	SST-1(D2)		\$127.33	\$126.95	(\$0.38)	-0.3%			
5	SST-1(D3)		\$432.92	\$431.62	(\$1.30)	-0.3%			
6	SST-1(T)		\$1,833.56	\$1,830.25	(\$3.31)	-0.2%			
7									
8		<u>Distribution Demand \$/kW Contract Standby Demand</u>							
9	SST-1(D1)		\$3.06	\$3.05	(\$0.01)	-0.3%			
10	SST-1(D2)		\$3.06	\$3.05	(\$0.01)	-0.3%			
11	SST-1(D3)		\$3.06	\$3.05	(\$0.01)	-0.3%			
12	SST-1(T)		N/A	N/A	N/A	N/A			
13									
14		<u>Reservation Demand \$/kW</u>							
15	SST-1(D1)		\$1.50	\$1.50	\$0.00	0.0%			
16	SST-1(D2)		\$1.50	\$1.50	\$0.00	0.0%			
17	SST-1(D3)		\$1.50	\$1.50	\$0.00	0.0%			
18	SST-1(T)		\$1.37	\$1.37	\$0.00	0.0%			
19									
20		<u>Daily Demand (On-Peak) \$/kW</u>							
21	SST-1(D1)		\$0.72	\$0.72	\$0.00	0.0%			
22	SST-1(D2)		\$0.72	\$0.72	\$0.00	0.0%			
23	SST-1(D3)		\$0.72	\$0.72	\$0.00	0.0%			
24	SST-1(T)		\$0.44	\$0.44	\$0.00	0.0%			
25									
26		<u>Non-Fuel Energy - On-Peak (¢ per kWh)</u>							
27	SST-1(D1)		0.725	0.723	(0.002)	-0.3%			
28	SST-1(D2)		0.725	0.723	(0.002)	-0.3%			
29	SST-1(D3)		0.725	0.723	(0.002)	-0.3%			
30	SST-1(T)		0.721	0.720	(0.001)	-0.1%			
31		<u>Non-Fuel Energy - Off-Peak (¢ per kWh)</u>							
32	SST-1(D1)		0.725	0.723	(0.002)	-0.3%			
33	SST-1(D2)		0.725	0.723	(0.002)	-0.3%			
34	SST-1(D3)		0.725	0.723	(0.002)	-0.3%			
35	SST-1(T)		0.721	0.720	(0.001)	-0.1%			
36									
37									
38									
39									
40									
41									
42									

\* March 1, 2018 Rates as proposed in Docket No. 170001-EI.

LINE NO.	RATE SCHEDULE	TYPE OF CHARGE	(3)		(4)		(5)		(6)
			MARCH 1, 2018 PROPOSED RATE*	JULY 1, 2018 PROPOSED RATE	TOTAL CHANGE IN RATE	% CHANGE IN RATE			
1	ISST-1	Interruptible Standby and Supplemental Service							
2		Customer Charge							
3		Distribution	\$432.92	\$431.62	(\$1.30)	-0.3%			
4		Transmission	\$1,833.56	\$1,830.25	(\$3.31)	-0.2%			
5									
6		<u>Distribution Demand</u>							
7		Distribution	\$3.06	\$3.05	(\$0.01)	-0.3%			
8		Transmission	N/A	N/A					
9									
10		<u>Reservation Demand-Interruptible</u>							
11		Distribution	\$0.26	\$0.26	\$0.00	0.0%			
12		Transmission	\$0.30	\$0.30	\$0.00	0.0%			
13									
14		<u>Reservation Demand-Firm</u>							
15		Distribution	\$1.50	\$1.50	\$0.00	0.0%			
16		Transmission	\$1.37	\$1.37	\$0.00	0.0%			
17									
18		<u>Daily Demand (On-Peak) Firm Standby</u>							
19		Distribution	\$0.72	\$0.72	\$0.00	0.0%			
20		Transmission	\$0.44	\$0.44	\$0.00	0.0%			
21									
22		<u>Daily Demand (On-Peak) Interruptible Standby</u>							
23		Distribution	\$0.13	\$0.13	\$0.00	0.0%			
24		Transmission	\$0.12	\$0.12	\$0.00	0.0%			
25									
26		<u>Non-Fuel Energy - On-Peak (¢ per kWh)</u>							
27		Distribution	0.725	0.723	(0.002)	-0.3%			
28		Transmission	0.721	0.720	(0.001)	-0.1%			
29		<u>Non-Fuel Energy - Off-Peak (¢ per kWh)</u>							
30		Distribution	0.725	0.723	(0.002)	-0.3%			
31		Transmission	0.721	0.720	(0.001)	-0.1%			
32									
33		<u>Excess "Firm Standby Demand"</u>							
34		α Up to prior 60 months of service							
35		α Penalty Charge per kW for each month of rebilling	\$1.10	\$1.10	\$0.00	0.0%			
36									
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\* March 1, 2018 Rates as proposed in Docket No. 170001-EI.

LINE NO.	(1) RATE SCHEDULE	(2) TYPE OF CHARGE	(3) MARCH 1, 2018 PROPOSED RATE*	(4) JULY 1, 2018 PROPOSED RATE	(5) TOTAL CHANGE IN RATE	(6) % CHANGE IN RATE
1	TR	Transformation Rider				
2		Transformer Credit				
3		(per kW of Billing Demand)	(\$0.15)	(\$0.15)	\$0.00	0.0%
4						
5						
6	GSCUJ-1	General Service constant Usage				
7		Customer Charge:	\$14.26	\$14.21	(\$0.05)	-0.4%
8						
9		Non-Fuel Energy Charges:				
10		Base Energy Charge*	3.581	3.568	(0.013)	-0.4%
11		* The fuel and non-fuel energy charges will be assessed on the Constant Usage kWh				
12						
13						
14	HLFT	High Load Factor - Time of Use				
15		Customer Charge:				
16		21 - 499 kW:	\$25.46	\$25.34	(\$0.12)	-0.5%
17		500 - 1,999 kW	\$76.40	\$75.99	(\$0.41)	-0.5%
18		2,000 kW or greater	\$229.20	\$227.80	(\$1.40)	-0.6%
19						
20		Demand Charges:				
21		On-peak Demand Charge:				
22		21 - 499 kW:	\$11.30	\$11.25	(\$0.05)	-0.4%
23		500 - 1,999 kW	\$12.32	\$12.25	(\$0.07)	-0.6%
24		2,000 kW or greater	\$12.42	\$12.34	(\$0.08)	-0.6%
25						
26		Maximum Demand Charge:				
27		21 - 499 kW:	\$2.34	\$2.33	(\$0.01)	-0.4%
28		500 - 1,999 kW	\$2.64	\$2.63	(\$0.01)	-0.4%
29		2,000 kW or greater	\$2.64	\$2.62	(\$0.02)	-0.8%
30						
31		Non-Fuel Energy Charges: (¢ per kWh)				
32		On-Peak Period				
33		21 - 499 kW:	1.847	1.839	(0.008)	-0.4%
34		500 - 1,999 kW	1.091	1.085	(0.006)	-0.5%
35		2,000 kW or greater	0.969	0.963	(0.006)	-0.6%
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\* March 1, 2018 Rates as proposed in Docket No. 170001-EI.

LINE NO.	(1) RATE SCHEDULE	(2) TYPE OF CHARGE	(3)		(4)	(5)		(6) % CHANGE IN RATE
			MARCH 1, 2018 PROPOSED RATE*	JULY 1, 2018 PROPOSED RATE	TOTAL CHANGE IN RATE			
1	HLFT	High Load Factor - Time of Use (continued)						
2		Off-Peak Period						
3		21 - 499 kW:	1.152	1.147	(0.005)		-0.4%	
4		500 - 1,999 kW	1.042	1.036	(0.006)		-0.6%	
5		2,000 kW or greater	0.962	0.956	(0.006)		-0.6%	
6								
7								
8	SDTR	Seasonal Demand - Time of Use Rider						
9		Option A						
10		Customer Charge:						
11		21 - 499 kW:	\$25.46	\$25.34	(\$0.12)		-0.5%	
12		500 - 1,999 kW	\$76.40	\$75.99	(\$0.41)		-0.5%	
13		2,000 kW or greater	\$229.20	\$227.80	(\$1.40)		-0.6%	
14								
15		Demand Charges:						
16		Seasonal On-peak Demand:						
17		21 - 499 kW:	\$10.60	\$10.55	(\$0.05)		-0.5%	
18		500 - 1,999 kW	\$12.12	\$12.06	(\$0.06)		-0.5%	
19		2,000 kW or greater	\$12.70	\$12.62	(\$0.08)		-0.6%	
20								
21		Non-seasonal Demand Max Demand:						
22		21 - 499 kW:	\$9.16	\$9.12	(\$0.04)		-0.4%	
23		500 - 1,999 kW	\$11.51	\$11.45	(\$0.06)		-0.5%	
24		2,000 kW or greater	\$12.00	\$11.93	(\$0.07)		-0.6%	
25								
26		Energy Charges (¢ per kWh):						
27		Seasonal On-peak Energy:						
28		21 - 499 kW:	8.489	8.450	(0.039)		-0.5%	
29		500 - 1,999 kW	6.006	5.974	(0.032)		-0.5%	
30		2,000 kW or greater	4.768	4.739	(0.029)		-0.6%	
31								
32		Seasonal Off-peak Energy:						
33		21 - 499 kW:	1.531	1.524	(0.007)		-0.5%	
34		500 - 1,999 kW	1.218	1.212	(0.006)		-0.5%	
35		2,000 kW or greater	1.191	1.184	(0.007)		-0.6%	
36								
37		Non-seasonal Energy						
38		21 - 499 kW:	2.135	2.125	(0.010)		-0.5%	
39		500 - 1,999 kW	1.688	1.679	(0.009)		-0.5%	
40		2,000 kW or greater	1.521	1.512	(0.009)		-0.6%	
41								
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\* March 1, 2018 Rates as proposed in Docket No. 170001-EI.



LINE NO.	(1) RATE SCHEDULE	(2) TYPE OF CHARGE	(3) MARCH 1, 2018 PROPOSED RATE*	(4) JULY 1, 2018 PROPOSED RATE	(5) TOTAL CHANGE IN RATE	(6) % CHANGE IN RATE
1	SDTR	Seasonal Demand – Time of Use Rider (continued)				
2		Option B				
3		Customer Charge:				
4		21 - 499 kW:	\$25.46	\$25.34	(\$0.12)	-0.5%
5		500 - 1,999 kW	\$76.40	\$75.99	(\$0.41)	-0.5%
6		2,000 kW or greater	\$229.20	\$227.80	(\$1.40)	-0.6%
7						
8		Demand Charges:				
9		Seasonal On-peak Demand:				
10		21 - 499 kW:	\$10.60	\$10.55	(\$0.05)	-0.5%
11		500 - 1,999 kW	\$12.12	\$12.06	(\$0.06)	-0.5%
12		2,000 kW or greater	\$12.70	\$12.62	(\$0.08)	-0.6%
13						
14		Non-seasonal On-peak Demand:				
15		21 - 499 kW:	\$9.16	\$9.12	(\$0.04)	-0.4%
16		500 - 1,999 kW	\$11.51	\$11.45	(\$0.06)	-0.5%
17		2,000 kW or greater	\$12.00	\$11.93	(\$0.07)	-0.6%
18						
19		Energy Charges (¢ per kWh):				
20		Seasonal On-peak Energy:				
21		21 - 499 kW:	8.489	8.450	(0.039)	-0.5%
22		500 - 1,999 kW	6.006	5.974	(0.032)	-0.5%
23		2,000 kW or greater	4.768	4.739	(0.029)	-0.6%
24						
25		Seasonal Off-peak Energy:				
26		21 - 499 kW:	1.531	1.524	(0.007)	-0.5%
27		500 - 1,999 kW	1.218	1.212	(0.006)	-0.5%
28		2,000 kW or greater	1.191	1.184	(0.007)	-0.6%
29						
30		Non-seasonal On-peak Energy:				
31		21 - 499 kW:	4.851	4.829	(0.022)	-0.5%
32		500 - 1,999 kW	3.595	3.576	(0.019)	-0.5%
33		2,000 kW or greater	3.283	3.263	(0.020)	-0.6%
34						
35		Non-seasonal Off-peak Energy:				
36		21 - 499 kW:	1.531	1.524	(0.007)	-0.5%
37		500 - 1,999 kW	1.218	1.212	(0.006)	-0.5%
38		2,000 kW or greater	1.191	1.184	(0.007)	-0.6%
39						
40						
41						
42						

\* March 1, 2018 Rates as proposed in Docket No. 170001-EI.

LINE NO.	RATE SCHEDULE	TYPE OF CHARGE	(1)		(2)		(3)		(4)		(5)		(6)	
			MARCH 1, 2018 PROPOSED RATE*	JULY 1, 2018 PROPOSED RATE	MARCH 1, 2018 PROPOSED RATE*	JULY 1, 2018 PROPOSED RATE	MARCH 1, 2018 PROPOSED RATE*	JULY 1, 2018 PROPOSED RATE	MARCH 1, 2018 PROPOSED RATE*	JULY 1, 2018 PROPOSED RATE	TOTAL CHANGE IN RATE	% CHANGE IN RATE		
1	NSMR	Non-Standard Meter Rate												
2														
3		<u>Enrollment Fee</u>												
4		GS-1	\$89.00	\$89.00	\$89.00	\$89.00	\$89.00	\$89.00	\$89.00	\$89.00	\$89.00	\$0.00	0.0%	0.0%
5		GSD-1	\$89.00	\$89.00	\$89.00	\$89.00	\$89.00	\$89.00	\$89.00	\$89.00	\$0.00	\$0.00	0.0%	0.0%
6		RS-1	\$89.00	\$89.00	\$89.00	\$89.00	\$89.00	\$89.00	\$89.00	\$89.00	\$0.00	\$0.00	0.0%	0.0%
7														
8		<u>Monthly Surcharge</u>												
9		GS-1	\$13.00	\$13.00	\$13.00	\$13.00	\$13.00	\$13.00	\$13.00	\$13.00	\$13.00	\$0.00	0.0%	0.0%
10		GSD-1	\$13.00	\$13.00	\$13.00	\$13.00	\$13.00	\$13.00	\$13.00	\$13.00	\$0.00	\$0.00	0.0%	0.0%
11		RS-1	\$13.00	\$13.00	\$13.00	\$13.00	\$13.00	\$13.00	\$13.00	\$13.00	\$0.00	\$0.00	0.0%	0.0%
12														
13														
14	LT-1	LED Lighting Pilot												
15		LED Fixtures												
16		Fixture Tier												
17		Energy Tier												
18		A	\$1.50	\$1.50	\$1.50	\$1.50	\$1.50	\$1.50	\$1.50	\$1.50	\$1.50	\$0.00	0.0%	0.0%
19		B	\$1.70	\$1.70	\$1.70	\$1.70	\$1.70	\$1.70	\$1.70	\$1.70	\$0.00	\$0.00	0.0%	0.0%
20		C	\$1.90	\$1.90	\$1.90	\$1.90	\$1.90	\$1.90	\$1.90	\$1.90	\$0.00	\$0.00	0.0%	0.0%
21		D	\$2.10	\$2.10	\$2.10	\$2.10	\$2.10	\$2.10	\$2.10	\$2.10	\$0.00	\$0.00	0.0%	0.0%
22		E	\$2.30	\$2.30	\$2.30	\$2.30	\$2.30	\$2.30	\$2.30	\$2.30	\$0.00	\$0.00	0.0%	0.0%
23		F	\$2.50	\$2.50	\$2.50	\$2.50	\$2.50	\$2.50	\$2.50	\$2.50	\$0.00	\$0.00	0.0%	0.0%
24		G	\$2.70	\$2.70	\$2.70	\$2.70	\$2.70	\$2.70	\$2.70	\$2.70	\$0.00	\$0.00	0.0%	0.0%
25		H	\$2.90	\$2.90	\$2.90	\$2.90	\$2.90	\$2.90	\$2.90	\$2.90	\$0.00	\$0.00	0.0%	0.0%
26		I	\$3.10	\$3.10	\$3.10	\$3.10	\$3.10	\$3.10	\$3.10	\$3.10	\$0.00	\$0.00	0.0%	0.0%
27		J	\$3.30	\$3.30	\$3.30	\$3.30	\$3.30	\$3.30	\$3.30	\$3.30	\$0.00	\$0.00	0.0%	0.0%
28		K	\$3.50	\$3.50	\$3.50	\$3.50	\$3.50	\$3.50	\$3.50	\$3.50	\$0.00	\$0.00	0.0%	0.0%
29		L	\$3.70	\$3.70	\$3.70	\$3.70	\$3.70	\$3.70	\$3.70	\$3.70	\$0.00	\$0.00	0.0%	0.0%
30		M	\$3.90	\$3.90	\$3.90	\$3.90	\$3.90	\$3.90	\$3.90	\$3.90	\$0.00	\$0.00	0.0%	0.0%
31		N	\$4.10	\$4.10	\$4.10	\$4.10	\$4.10	\$4.10	\$4.10	\$4.10	\$0.00	\$0.00	0.0%	0.0%
32		O	\$4.30	\$4.30	\$4.30	\$4.30	\$4.30	\$4.30	\$4.30	\$4.30	\$0.00	\$0.00	0.0%	0.0%
33		P	\$4.50	\$4.50	\$4.50	\$4.50	\$4.50	\$4.50	\$4.50	\$4.50	\$0.00	\$0.00	0.0%	0.0%
34		Q	\$4.70	\$4.70	\$4.70	\$4.70	\$4.70	\$4.70	\$4.70	\$4.70	\$0.00	\$0.00	0.0%	0.0%
35		R	\$4.90	\$4.90	\$4.90	\$4.90	\$4.90	\$4.90	\$4.90	\$4.90	\$0.00	\$0.00	0.0%	0.0%
36		S	\$5.10	\$5.10	\$5.10	\$5.10	\$5.10	\$5.10	\$5.10	\$5.10	\$0.00	\$0.00	0.0%	0.0%
37		T	\$5.30	\$5.30	\$5.30	\$5.30	\$5.30	\$5.30	\$5.30	\$5.30	\$0.00	\$0.00	0.0%	0.0%
38		A	\$4.50	\$4.50	\$4.50	\$4.50	\$4.50	\$4.50	\$4.50	\$4.50	\$0.00	\$0.00	0.0%	0.0%
39		B	\$4.70	\$4.70	\$4.70	\$4.70	\$4.70	\$4.70	\$4.70	\$4.70	\$0.00	\$0.00	0.0%	0.0%
40		C	\$4.90	\$4.90	\$4.90	\$4.90	\$4.90	\$4.90	\$4.90	\$4.90	\$0.00	\$0.00	0.0%	0.0%
41		D	\$5.10	\$5.10	\$5.10	\$5.10	\$5.10	\$5.10	\$5.10	\$5.10	\$0.00	\$0.00	0.0%	0.0%
42		E	\$5.30	\$5.30	\$5.30	\$5.30	\$5.30	\$5.30	\$5.30	\$5.30	\$0.00	\$0.00	0.0%	0.0%
43		F	\$5.50	\$5.50	\$5.50	\$5.50	\$5.50	\$5.50	\$5.50	\$5.50	\$0.00	\$0.00	0.0%	0.0%

\* March 1, 2018 Rates as proposed in Docket No. 170001-EI.

LINE NO.	RATE SCHEDULE	TYPE OF CHARGE	(1)		(2)		(3)		(4)		(5)		(6)	
			LED Lighting Pilot (continued)	LT-1	MARCH 1, 2018 PROPOSED RATE*	JULY 1, 2018 PROPOSED RATE	TOTAL CHANGE IN RATE	% CHANGE IN RATE						
1														
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LINE NO.	RATE SCHEDULE	TYPE OF CHARGE	(1)		(2)		(3)		(4)		(5)		(6)	
			LED Lighting Pilot (continued)	LT-1	MARCH 1, 2018 PROPOSED RATE*	JULY 1, 2018 PROPOSED RATE	TOTAL CHANGE IN RATE	% CHANGE IN RATE						
1														
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LINE NO.	RATE SCHEDULE	TYPE OF CHARGE	(1)		(2)		(3)		(4)		(5)		(6)	
			MARCH 1, 2018 PROPOSED RATE*	JULY 1, 2018 PROPOSED RATE	MARCH 1, 2018 PROPOSED RATE*	JULY 1, 2018 PROPOSED RATE	TOTAL CHANGE IN RATE	% CHANGE IN RATE						
1	LT-1		\$18.10	\$18.10		\$18.10	\$18.10		\$18.10	\$0.00	0.0%		0.0%	
2		J	\$18.30	\$18.30		\$18.30	\$18.30		\$18.30	\$0.00	0.0%		0.0%	
3		K	\$18.50	\$18.50		\$18.50	\$18.50		\$18.50	\$0.00	0.0%		0.0%	
4		L	\$18.70	\$18.70		\$18.70	\$18.70		\$18.70	\$0.00	0.0%		0.0%	
5		M	\$18.90	\$18.90		\$18.90	\$18.90		\$18.90	\$0.00	0.0%		0.0%	
6		N	\$19.10	\$19.10		\$19.10	\$19.10		\$19.10	\$0.00	0.0%		0.0%	
7		O	\$19.30	\$19.30		\$19.30	\$19.30		\$19.30	\$0.00	0.0%		0.0%	
8		P	\$19.50	\$19.50		\$19.50	\$19.50		\$19.50	\$0.00	0.0%		0.0%	
9		Q	\$19.70	\$19.70		\$19.70	\$19.70		\$19.70	\$0.00	0.0%		0.0%	
10		R	\$19.90	\$19.90		\$19.90	\$19.90		\$19.90	\$0.00	0.0%		0.0%	
11		S	\$20.10	\$20.10		\$20.10	\$20.10		\$20.10	\$0.00	0.0%		0.0%	
12		T	\$20.30	\$20.30		\$20.30	\$20.30		\$20.30	\$0.00	0.0%		0.0%	
13		A	\$16.50	\$16.50		\$16.50	\$16.50		\$16.50	\$0.00	0.0%		0.0%	
14		B	\$16.70	\$16.70		\$16.70	\$16.70		\$16.70	\$0.00	0.0%		0.0%	
15		C	\$16.90	\$16.90		\$16.90	\$16.90		\$16.90	\$0.00	0.0%		0.0%	
16		D	\$17.10	\$17.10		\$17.10	\$17.10		\$17.10	\$0.00	0.0%		0.0%	
17		E	\$17.30	\$17.30		\$17.30	\$17.30		\$17.30	\$0.00	0.0%		0.0%	
18		F	\$17.50	\$17.50		\$17.50	\$17.50		\$17.50	\$0.00	0.0%		0.0%	
19		G	\$17.70	\$17.70		\$17.70	\$17.70		\$17.70	\$0.00	0.0%		0.0%	
20		H	\$17.90	\$17.90		\$17.90	\$17.90		\$17.90	\$0.00	0.0%		0.0%	
21		I	\$18.10	\$18.10		\$18.10	\$18.10		\$18.10	\$0.00	0.0%		0.0%	
22		J	\$18.30	\$18.30		\$18.30	\$18.30		\$18.30	\$0.00	0.0%		0.0%	
23		K	\$18.50	\$18.50		\$18.50	\$18.50		\$18.50	\$0.00	0.0%		0.0%	
24		L	\$18.70	\$18.70		\$18.70	\$18.70		\$18.70	\$0.00	0.0%		0.0%	
25		M	\$18.90	\$18.90		\$18.90	\$18.90		\$18.90	\$0.00	0.0%		0.0%	
26		N	\$19.10	\$19.10		\$19.10	\$19.10		\$19.10	\$0.00	0.0%		0.0%	
27		O	\$19.30	\$19.30		\$19.30	\$19.30		\$19.30	\$0.00	0.0%		0.0%	
28		P	\$19.50	\$19.50		\$19.50	\$19.50		\$19.50	\$0.00	0.0%		0.0%	
29		Q	\$19.70	\$19.70		\$19.70	\$19.70		\$19.70	\$0.00	0.0%		0.0%	
30		R	\$19.90	\$19.90		\$19.90	\$19.90		\$19.90	\$0.00	0.0%		0.0%	
31		S	\$20.10	\$20.10		\$20.10	\$20.10		\$20.10	\$0.00	0.0%		0.0%	
32		T	\$20.30	\$20.30		\$20.30	\$20.30		\$20.30	\$0.00	0.0%		0.0%	
33		A	\$22.50	\$22.50		\$22.50	\$22.50		\$22.50	\$0.00	0.0%		0.0%	
34		B	\$22.70	\$22.70		\$22.70	\$22.70		\$22.70	\$0.00	0.0%		0.0%	
35		C	\$22.90	\$22.90		\$22.90	\$22.90		\$22.90	\$0.00	0.0%		0.0%	
36		D	\$23.10	\$23.10		\$23.10	\$23.10		\$23.10	\$0.00	0.0%		0.0%	
37		E	\$23.30	\$23.30		\$23.30	\$23.30		\$23.30	\$0.00	0.0%		0.0%	
38		F	\$23.50	\$23.50		\$23.50	\$23.50		\$23.50	\$0.00	0.0%		0.0%	
39		G	\$23.70	\$23.70		\$23.70	\$23.70		\$23.70	\$0.00	0.0%		0.0%	
40		H	\$23.90	\$23.90		\$23.90	\$23.90		\$23.90	\$0.00	0.0%		0.0%	
41		I	\$24.10	\$24.10		\$24.10	\$24.10		\$24.10	\$0.00	0.0%		0.0%	
42		J	\$24.30	\$24.30		\$24.30	\$24.30		\$24.30	\$0.00	0.0%		0.0%	

\* March 1, 2018 Rates as proposed in Docket No. 170001-EI.

LINE NO.	RATE SCHEDULE	TYPE OF CHARGE	(1)		(2)	(3)		(4)		(5)		(6)
			MARCH 1, 2018 PROPOSED RATE*	JULY 1, 2018 PROPOSED RATE		TOTAL CHANGE IN RATE	% CHANGE IN RATE					
1	LT-1	LED Lighting Pilot (continued)										
2	8	K	\$24.50	\$24.50		\$24.50	\$24.50	\$0.00	0.0%			
3	8	L	\$24.70	\$24.70		\$24.70	\$24.70	\$0.00	0.0%			
4	8	M	\$24.90	\$24.90		\$24.90	\$24.90	\$0.00	0.0%			
5	8	N	\$25.10	\$25.10		\$25.10	\$25.10	\$0.00	0.0%			
6	8	O	\$25.30	\$25.30		\$25.30	\$25.30	\$0.00	0.0%			
7	8	P	\$25.50	\$25.50		\$25.50	\$25.50	\$0.00	0.0%			
8	8	Q	\$25.70	\$25.70		\$25.70	\$25.70	\$0.00	0.0%			
9	8	R	\$25.90	\$25.90		\$25.90	\$25.90	\$0.00	0.0%			
10	8	S	\$26.10	\$26.10		\$26.10	\$26.10	\$0.00	0.0%			
11	9	T	\$26.30	\$26.30		\$26.30	\$26.30	\$0.00	0.0%			
12	9	A	\$25.50	\$25.50		\$25.50	\$25.50	\$0.00	0.0%			
13	9	B	\$25.70	\$25.70		\$25.70	\$25.70	\$0.00	0.0%			
14	9	C	\$25.90	\$25.90		\$25.90	\$25.90	\$0.00	0.0%			
15	9	D	\$26.10	\$26.10		\$26.10	\$26.10	\$0.00	0.0%			
16	9	E	\$26.30	\$26.30		\$26.30	\$26.30	\$0.00	0.0%			
17	9	F	\$26.50	\$26.50		\$26.50	\$26.50	\$0.00	0.0%			
18	9	G	\$26.70	\$26.70		\$26.70	\$26.70	\$0.00	0.0%			
19	9	H	\$26.90	\$26.90		\$26.90	\$26.90	\$0.00	0.0%			
20	9	I	\$27.10	\$27.10		\$27.10	\$27.10	\$0.00	0.0%			
21	9	J	\$27.30	\$27.30		\$27.30	\$27.30	\$0.00	0.0%			
22	9	K	\$27.50	\$27.50		\$27.50	\$27.50	\$0.00	0.0%			
23	9	L	\$27.70	\$27.70		\$27.70	\$27.70	\$0.00	0.0%			
24	9	M	\$27.90	\$27.90		\$27.90	\$27.90	\$0.00	0.0%			
25	9	N	\$28.10	\$28.10		\$28.10	\$28.10	\$0.00	0.0%			
26	9	O	\$28.30	\$28.30		\$28.30	\$28.30	\$0.00	0.0%			
27	9	P	\$28.50	\$28.50		\$28.50	\$28.50	\$0.00	0.0%			
28	9	Q	\$28.70	\$28.70		\$28.70	\$28.70	\$0.00	0.0%			
29	9	R	\$28.90	\$28.90		\$28.90	\$28.90	\$0.00	0.0%			
30	9	S	\$29.10	\$29.10		\$29.10	\$29.10	\$0.00	0.0%			
31	10	T	\$29.30	\$29.30		\$29.30	\$29.30	\$0.00	0.0%			
32	10	A	\$28.50	\$28.50		\$28.50	\$28.50	\$0.00	0.0%			
33	10	B	\$28.70	\$28.70		\$28.70	\$28.70	\$0.00	0.0%			
34	10	C	\$28.90	\$28.90		\$28.90	\$28.90	\$0.00	0.0%			
35	10	D	\$29.10	\$29.10		\$29.10	\$29.10	\$0.00	0.0%			
36	10	E	\$29.30	\$29.30		\$29.30	\$29.30	\$0.00	0.0%			
37	10	F	\$29.50	\$29.50		\$29.50	\$29.50	\$0.00	0.0%			
38	10	G	\$29.70	\$29.70		\$29.70	\$29.70	\$0.00	0.0%			
39	10	H	\$29.90	\$29.90		\$29.90	\$29.90	\$0.00	0.0%			
40	10	I	\$30.10	\$30.10		\$30.10	\$30.10	\$0.00	0.0%			
41	10	J	\$30.30	\$30.30		\$30.30	\$30.30	\$0.00	0.0%			
42	10	K	\$30.50	\$30.50		\$30.50	\$30.50	\$0.00	0.0%			
42	10	L	\$30.70	\$30.70		\$30.70	\$30.70	\$0.00	0.0%			

\* March 1, 2018 Rates as proposed in Docket No. 170001-EI.

LINE NO.	RATE SCHEDULE	TYPE OF CHARGE	(1)		(2)		(3)	(4)	(5)	(6)
			MARCH 1, 2018 PROPOSED RATE*	JULY 1, 2018 PROPOSED RATE	TOTAL CHANGE IN RATE	% CHANGE IN RATE				
1	LT-1	LED Lighting Pilot (continued)								
2	10	M	\$30.90	\$30.90	\$0.00	\$0.00	\$0.00	0.0%		
3	10	N	\$31.10	\$31.10	\$0.00	\$0.00	\$0.00	0.0%		
4	10	O	\$31.30	\$31.30	\$0.00	\$0.00	\$0.00	0.0%		
5	10	P	\$31.50	\$31.50	\$0.00	\$0.00	\$0.00	0.0%		
6	10	Q	\$31.70	\$31.70	\$0.00	\$0.00	\$0.00	0.0%		
7	10	R	\$31.90	\$31.90	\$0.00	\$0.00	\$0.00	0.0%		
8	10	S	\$32.10	\$32.10	\$0.00	\$0.00	\$0.00	0.0%		
9	10	T	\$32.30	\$32.30	\$0.00	\$0.00	\$0.00	0.0%		
10										
11										
12		<u>Energy Tier Charges</u>								
13		<u>Energy Tier</u>								
14		A	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.0%		
15		B	\$0.20	\$0.20	\$0.00	\$0.00	\$0.00	0.0%		
16		C	\$0.40	\$0.40	\$0.00	\$0.00	\$0.00	0.0%		
17		D	\$0.60	\$0.60	\$0.00	\$0.00	\$0.00	0.0%		
18		E	\$0.80	\$0.80	\$0.00	\$0.00	\$0.00	0.0%		
19		F	\$1.00	\$1.00	\$0.00	\$0.00	\$0.00	0.0%		
20		G	\$1.20	\$1.20	\$0.00	\$0.00	\$0.00	0.0%		
21		H	\$1.40	\$1.40	\$0.00	\$0.00	\$0.00	0.0%		
22		I	\$1.60	\$1.60	\$0.00	\$0.00	\$0.00	0.0%		
23		J	\$1.80	\$1.80	\$0.00	\$0.00	\$0.00	0.0%		
24		K	\$2.00	\$2.00	\$0.00	\$0.00	\$0.00	0.0%		
25		L	\$2.20	\$2.20	\$0.00	\$0.00	\$0.00	0.0%		
26		M	\$2.40	\$2.40	\$0.00	\$0.00	\$0.00	0.0%		
27		N	\$2.60	\$2.60	\$0.00	\$0.00	\$0.00	0.0%		
28		O	\$2.80	\$2.80	\$0.00	\$0.00	\$0.00	0.0%		
29		P	\$3.00	\$3.00	\$0.00	\$0.00	\$0.00	0.0%		
30		Q	\$3.20	\$3.20	\$0.00	\$0.00	\$0.00	0.0%		
31		R	\$3.40	\$3.40	\$0.00	\$0.00	\$0.00	0.0%		
32		S	\$3.60	\$3.60	\$0.00	\$0.00	\$0.00	0.0%		
33		T	\$3.80	\$3.80	\$0.00	\$0.00	\$0.00	0.0%		
34		Non-Fuel Energy (\$ per kWh)	2.933	2.929	(0.004)	(0.004)	(0.004)	-0.1%		
35										
36										
37		<u>Charges for Maintenance and Conversion Recovery:</u>								
38		Maintenance per Fixture (FPL Owned Fixture and Pole)	\$1.76	\$1.76	\$0.00	\$0.00	\$0.00	0.0%		
39		Maintenance per Fixture for FPL Fixtures on Customer Pole	\$1.22	\$1.22	\$0.00	\$0.00	\$0.00	0.0%		
40		LED Conversion Recovery	\$0.99	\$0.99	\$0.00	\$0.00	\$0.00	0.0%		
41										
42		<u>Charges for Other FPL-Owned Facilities:</u>								
43		Wood pole used only for the street lighting system	\$5.02	\$5.01	(\$0.01)	(\$0.01)	(\$0.01)	-0.2%		
44		Standard Concrete pole used only for the street lighting system	\$6.86	\$6.85	(\$0.01)	(\$0.01)	(\$0.01)	-0.1%		
45		Round Fiberglass pole used only for the street lighting system	\$8.12	\$8.11	(\$0.01)	(\$0.01)	(\$0.01)	-0.1%		
46		Decorative Tall Fiberglass pole used only for the street lighting system	\$17.13	\$17.11	(\$0.02)	(\$0.02)	(\$0.02)	-0.1%		
47		Decorative Concrete pole used only for the street lighting system	\$13.91	\$13.89	(\$0.02)	(\$0.02)	(\$0.02)	-0.1%		
48		Underground conductors (\$ per foot)	3.881	3.876	(0.005)	(0.005)	(0.005)	-0.1%		

\* March 1, 2018 Rates as proposed in Docket No. 170001-EI.

FLORIDA POWER & LIGHT COMPANY  
 CALCULATION OF THE MARTIN-RIVIERA GAS LATERAL FUEL RECOVERY FACTOR

FOR THE PERIOD: JULY 2018 THROUGH DECEMBER 2018

	(1)	(2)	(3)	(4)
Schedule		Dollars	MWH	Cents/KWH
1 Martin-Riviera Gas Lateral Transportation Costs (1)		[REDACTED]	58,370,080	[REDACTED]
2 Revenue Tax Factor				1.00072
3 Martin-Riviera Gas Lateral Fuel Recovery Factor Adjusted for Taxes		[REDACTED]		[REDACTED]
4 Martin-Riviera Gas Lateral Fuel Recovery Factor Rounded to 3 decimal places				0.020

(1) Per Attachment REB-1



# Exhibit

3

BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION

In Re: Florida Power & Light Company's )  
Petition for Approval to Transfer the Martin-)  
Riviera Lateral Pipeline to Florida Southeast )  
Connection and Implement Associated )  
Rate Adjustments )

Docket No. \_\_\_\_\_

Filed: October 31, 2017

**DECLARATION OF SAM FORREST**

1. My name is Sam A. Forrest, and my business address is Florida Power & Light Company ("FPL" or the "Company"), 700 Universe Boulevard, Juno Beach, Florida, 33408.
2. I am employed by FPL as Vice President of the Energy Marketing and Trading ("EMT") Business Unit. I am responsible for the overall direction and management of the EMT Business Unit, which handles FPL's short-term and long-term fuel management and operations. These fuels include natural gas, residual and distillate fuel oils, and coal. Additionally, EMT is responsible for FPL's fuel hedging program, long-term fuel transportation and storage contracts, power origination activities and short-term power trading and operations. EMT is an active participant in the short-term and long-term natural gas markets throughout the Southeastern United States.
3. I hold a Bachelor of Science in Electrical Engineering from Texas A&M University and a Masters of Business Administration from the University of Houston. Prior to being named Vice President of EMT for FPL in 2007, I was employed by Constellation Energy Commodities Group as Vice President, Origination. In this capacity, I was responsible for managing a team of power originators marketing

structured electric power products in Texas, the Western United States, and Canada. Prior to my responsibilities in the West, I was responsible for Constellation's business development activities in the Southeast U.S. Before joining Constellation, from 2001 to 2004, I held a variety of energy marketing and trading management positions at Duke Energy North America ("DENA"). Prior to DENA, I was employed by Entergy Power Marketing Corp. ("EPMC") in several positions of increasing responsibility, including Vice President – Power Marketing following EPMC's entry into a joint venture with Koch Energy Trading. Prior to my entry into the energy sector, I was involved with a successful start-up organization in the automotive industry from 1996 to 1998. From 1987 to 1996, I worked for AlliedSignal Aerospace at the Johnson Space Center in Houston, Texas, in increasing roles of responsibility.

4. The purpose of my declaration is to describe the transfer of the Martin-Riviera lateral natural gas pipeline ("MR-RV Lateral") from FPL to Florida Southeast Connection ("FSC") and associated purchase and sale agreements ("PSA").
5. As authorized by Paragraph 17 of the 2016 Settlement Agreement, FPL proposes to transfer the assets at their net book value as of the transaction date and simultaneously contract with FSC to provide firm gas transportation from FPL's Martin Next Generation Clean Energy Center ("Martin Plant") to its Riviera Beach Clean Energy Center ("Riviera Plant") in the quantities currently available to FPL through its ownership of the MR-RV Lateral. In addition, FPL proposes to implement a simultaneous decrease in base rates as of the transaction date.
6. Attachment SAF-1 contains the executed PSA between FPL and FSC related to the MR-RV Lateral transfer. Attached to the PSA are a number of associated

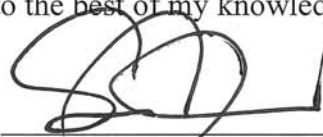
agreements that FPL and FSC have negotiated to effectuate the MR-RV Lateral transfer. These include:

(i) An executed Precedent Agreement whereby FSC has agreed to provide firm natural gas transportation service to FPL at negotiated transportation rates following the closing of the transaction, and FPL has agreed to transfer the MR-RV Lateral to FSC at net book value as of July 1, 2018.

(ii) A Negotiated Rate Letter Agreement that sets forth the term of service and daily rates that FPL will pay FSC for firm transportation service, which agreement will be executed by the parties following the closing of the transaction. The Negotiated Rate Letter Agreement contains confidential information and is subject to a pending request for confidential classification.

(iii) A Form of Service Agreement for firm transportation service agreement that sets forth the quantities, receipt and delivery points for FPL's firm transportation service, and base terms and conditions under which FSC will provide firm transportation services, which agreement will be executed by the parties following the closing of the transaction.

7. 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.



\_\_\_\_\_  
Sam A. Forrest

Date: 10/27/17

**ASSET PURCHASE AND SALE  
AND ASSIGNMENT AND ASSUMPTION AGREEMENT**

This asset purchase and sale and assignment and assumption agreement (“**Agreement**”) is effective this 27<sup>th</sup> day of October, 2017 (“**Effective Date**”), between **Florida Southeast Connection, LLC**, a Florida limited liability company (“**Buyer**”), and **Florida Power & Light Company**, a Florida corporation (“**Seller**”).

**WHEREAS**, Seller owns and operates an intrastate natural gas pipeline and associated appurtenances known as the Martin-Riviera Lateral Pipeline located in Martin and Palm Beach Counties in the State of Florida (“**Purchased Assets**” as described herein); and

**WHEREAS**, Seller agrees to sell and Buyer agrees to purchase the Purchased Assets on the terms and subject to the conditions provided in this Agreement.

**NOW, THEREFORE**, Seller and Buyer agree as follows:

1. Purchase and Sale of the Purchased Assets. Subject to the terms of this Agreement, Seller hereby sells, conveys, assigns, grants and transfers to the Buyer the Purchased Assets described in Schedule 1, “**as is, where is and with all faults,**” as of 11:59 p.m. on the day of the Closing described herein (“**Effective Time**”). Buyer hereby accepts the sale, conveyance, assignment, and transfer of the Purchased Assets. Buyer has not and will not rely on, and Seller has not made and is not liable for or bound by, any express or implied warranties, guarantees, statements, representations or information relating to the Purchased Assets.

2. Purchase Price. The purchase price is ONE HUNDRED SIXTY EIGHT MILLION THREE HUNDRED TWENTY TWO THOUSAND EIGHT HUNDRED TWENTY THREE DOLLARS (\$168,322,823) (“**Purchase Price**”), which Buyer will deliver at Closing pursuant to paragraph 7.

3. Closing. The closing and consummation of the purchase and sale of the Purchased Assets (“**Closing**”) will occur at a mutually agreed location no later than the first day of the month following the date on which the last of the conditions precedent contained in paragraph 4 is satisfied or waived by the appropriate party.

4. Conditions Precedent. The respective obligations of each party to consummate the Closing are subject to the following conditions being satisfied (or waived by the appropriate party):

- (i) Seller has received the final and non-appealable approval of the Florida Public Service Commission for the sale of the Purchased Assets, unless otherwise agreed by the parties;
- (ii) Buyer has received the final and non-appealable approval of the Federal Energy Regulatory Commission for the purchase of the Purchased Assets, unless otherwise agreed by the parties;

- (iii) Any other requisite regulatory approvals identified by the parties have been received in final form;
- (iv) The Purchased Assets are not the subject of an adverse weather event (such as a hurricane) that threatens to disrupt or affect its operation; any pending or required repair work at Closing resulting from an adverse weather event shall remain Seller's obligation after Closing; and
- (v) The representations and warranties made by the Seller and Buyer in paragraph 10 are true and correct in all material respects as of the Closing.

5. Assignment and Assumption of Real Property Interests. At Closing, Seller will deliver:

- (i) An executed agreement assigning a full or partial (as applicable) interest in each easement, license, permit, occupancy agreement or other non-fee owned real property interest held by Seller relative to the Purchased Assets substantially in the form of Schedule 2 attached ("**Assumed Non-Fee Owned Real Property Interests**") that will effect the assignment to Buyer of each of the Assumed Non-Fee Owned Real Property Interests, which Buyer will assume subject to all obligations of the Seller under each of the Assumed Non-Fee Real Property Interests arising from and after the Effective Time; and
- (ii) An executed easement agreement in respect to all real property interests owned by Seller in fee, a memorandum of which is attached hereto as Schedule 3 ("**Assumed Fee Owned Real Property Interests**") that will effect the transfer to Buyer of the real property interests required by Buyer to own, operate, and maintain the Purchased Assets on Seller's fee owned property, which Buyer will assume subject to the rights and obligations of the parties contained in the easement agreement.

6. Assignment and Assumption of Licenses and Permits. At Closing, Seller assigns and Buyer assumes all of Seller's rights and obligations in the licenses and permits listed in Schedule 4 ("**Assigned Licenses and Permits**").

7. Deliveries at Closing. At Closing:

- (i) Buyer shall pay the Purchase Price to Seller by delivery of immediately available funds to an account or accounts designated in writing by Seller;
- (ii) Seller shall deliver:
  - (1) Executed forms of the agreements referenced in Schedules 2 and 3;
  - (2) Executed notices of assignment/transfer of Seller's rights and obligations in the Assigned Licenses and Permits to Buyer; and

- (3) Any other data, records or documentation that the parties determine necessary for Buyer to assume ownership of the Purchases Assets as of the Effective Time.

8. Related Agreement. In anticipation of the Closing of the purchase and sale of the Purchased Assets and in reliance on their execution of this Agreement, the parties have entered into a Precedent Agreement contemporaneously herewith whereby Seller and Buyer agree to enter into a firm transportation service agreement for the long term transportation of natural gas at negotiated rates on the Purchased Assets. The consummation of that transaction is subject to various conditions precedent, including the Closing of the transaction contemplated in this Agreement. A copy of the Precedent Agreement is attached hereto for reference as Schedule 5.

9. No Other Assumption of Liabilities; Indemnification. Buyer does not assume any obligation or liability of Seller other than the Assumed Non-Fee Owned Real Property Interests, Assumed Fee Owned Real Property Interests and Assigned Licenses and Permits. Buyer furthermore does not assume any liability under the Assumed Non-Fee Owned Real Property Interests, Assumed Fee Owned Real Property Interests or Assigned Licenses and Permits arising before the Effective Time. Seller will not be responsible for any liability of any kind associated with the Purchased Assets that arises after the Effective Time. Except as assumed by Buyer under this Agreement, Seller agrees to indemnify and hold Buyer harmless for any claims arising from Seller's ownership of the Purchased Assets prior to the Effective Time. Buyer agrees to indemnify and hold Seller harmless for any claims arising from and after the Effective Time, including claims associated with the Assumed Non-Fee Owned Real Property Interests, Assumed Fee Owned Real Property Interests and Assigned Licenses and Permits.

10. Representations and Warranties. Seller and Buyer represent and warrant to each other the accuracy and correctness of the representations and warranties included in Schedule 6 as of the date of this Agreement.

11. Governmental Approvals. Each Party shall use commercially reasonable efforts to obtain and maintain in full force and effect all Governmental or Regulatory Approvals required by such party in connection with the transactions contemplated by this Agreement.

12. Confidentiality. Seller and Buyer agree to keep the specific terms, conditions and covenants of this Agreement confidential except (i) where mutually agreed to in writing by the parties; (ii) where necessary to share information with the parties' accountants or attorneys; (iii) where disclosure to a governmental entity is required; or (iv) where disclosure is ordered by a court of competent jurisdiction. This confidentiality provision is a material term of this Agreement, and its violation constitutes a breach of this Agreement.

13. Proration of Expenses. Any costs associated with operating the Purchased Assets in the ordinary course, including but not limited to payroll expenses and utility or similar charges, payable with respect to the period in which the Effective Time falls will be prorated based on the actual number of days applicable to the pre-Effective Time and post-Effective Time periods. Seller will be liable for the prorated amount of all such expenses during the period through the Effective Time, and Buyer will be liable for the prorated amount of all such expenses during the period after the Effective Time.

14. Risk of Loss. From and after the Effective Date, risk of loss of the Purchased Assets shall remain with Seller until the Effective Time, at which time risk of loss shall pass to Buyer.

15. Survival. The representations and promises of the parties contained in this Agreement will survive (and not be affected in any respect by) the Effective Time.

16. Further Actions. At any time and from time to time after the Effective Date: (i) Seller shall execute and deliver or cause to be executed and delivered to Buyer such other instruments and take such other action, all as Buyer may reasonably request, in order to carry out the intent and purpose of this Agreement; and (ii) Buyer shall execute and deliver or cause to be executed and delivered to Seller such other instruments and take such other action, all as Seller may reasonably request, in order to carry out the intent and purpose of this Agreement.

17. Governing Law; Venue; Waiver of Jury Trial. This Agreement and the transactions contemplated hereby will be construed in accordance with and governed by the internal laws (without reference to choice or conflict of laws principles) of the State of Florida. By their execution and delivery of this Agreement, each party accepts the jurisdiction of such courts and waives any objections based on personal jurisdiction or venue. EACH OF THE PARTIES HERETO KNOWINGLY, VOLUNTARILY, AND INTENTIONALLY WAIVES ANY RIGHTS IT MAY HAVE TO REQUIRE A TRIAL BY JURY IN RESPECT OF ANY LITIGATION BASED HEREON, OR ARISING OUT OF, UNDER, OR IN CONNECTION WITH THIS AGREEMENT. THIS PROVISION IS A MATERIAL INDUCEMENT FOR THE PARTIES TO ENTER INTO THIS AGREEMENT.

18. Assignment. No party may assign either this agreement or any of its rights, interests, or obligations hereunder without the prior written approval of each other party, except that Buyer may assign any or all of its rights under this agreement, in whole or in part, without obtaining the consent or approval of Seller (i) to any current or future affiliate of Buyer, (ii) to any entity into which Buyer may be merged or consolidated, (iii) in connection with any acquisition, restructuring, merger, conversion, or consolidation to which Buyer may be a party, or (iv) to a lender to Buyer or its affiliates as collateral security for current or future obligations owed by Buyer or its affiliates to the lender.

19. Notices. All notices and other communications under this agreement must be in writing and given by first class mail, return receipt requested, nationally recognized overnight delivery service, such as Federal Express, or personal delivery against receipt to the party to whom it is given, in each case, at the party's address set forth in this section 19 or such other address as the party may hereafter specify by notice to the other parties given in accordance with this section. Any such notice or other communication will be deemed to have been given as of the date the applicable delivery receipt for such communication is executed as received or in the case of mail, three days after it is mailed.



If to Seller:

Florida Power & Light Company  
700 Universe Boulevard  
Juno Beach, FL 33408

Attention: EMT Gas Operations

If to Buyer:

Florida Southeast Connection, LLC  
601 Travis Street, Suite 1900  
Houston, TX, 77002

Attention: Business Manager  
With a Copy to: Operations Manager

20. Costs and Expenses; Property Taxes. Transfer taxes, recording fees, the cost of any title insurance policy(ies) and any other third party expenses incurred in connection with the transactions contemplated hereby, if any, shall be paid by Buyer. Seller shall be responsible for all property taxes imposed on or otherwise relating to the Purchased Assets up to the Effective Time.

21. Termination. This Agreement may be terminated, and the transactions contemplated hereby may be abandoned by mutual written consent of Seller and Buyer or, at any time prior to Closing, by written notice from either Party to the other Party. If this Agreement is validly terminated, this Agreement will be immediately null and void and there will be no liability or obligation on the part of either Seller or Buyer; provided that the obligations of Schedule 6 will continue to apply following any termination.

22. Liability. Notwithstanding anything contained in this Agreement, each party's liability to the other party in connection with this Agreement, including any activities undertaken in connection with the evaluation or consummation of the transaction contemplated in this Agreement, shall be limited to direct damages only and shall exclude any other liability, including without limitation liability for special, indirect, punitive or consequential damages in contract, tort, warranty, strict liability or otherwise.

23. Damages. Notwithstanding anything contained in this Agreement, each party's liability to the other party in connection with this Agreement and any activities undertaken in connection with the evaluation of the transaction contemplated in this Agreement, shall be limited to direct damages and shall exclude any other liability, including without limitation liability for special, indirect, punitive or consequential damages in contract, tort, warranty, strict liability or otherwise.

24. Miscellaneous. This Agreement contains the entire agreement between the parties with respect to the subject matter hereof and all prior negotiations, writings, and understandings relating to the subject matter of this Agreement are merged in and are superseded and canceled by, this Agreement. This Agreement may not be modified or amended except by a writing

signed by the parties. This Agreement is not intended to confer upon any person or entity not a party (or their successors and permitted assigns) any rights or remedies hereunder. This Agreement may be signed in any number of counterparts, each of which will be an original with the same effect as if the signatures were upon the same instrument, and it may be signed electronically. The captions in this Agreement are included for convenience of reference only and will be ignored in the construction or interpretation hereof. If any date provided for in this Agreement falls on a day which is not a business day, the date provided for will be deemed to refer to the next business day. Any provision in this Agreement that is held to be invalid, illegal, or unenforceable in any respect by a court of competent jurisdiction will be ineffective only to the extent of such invalidity, illegality, or unenforceability without affecting in any way the remaining provisions hereof; provided, however, that the parties will attempt in good faith to reform this Agreement in a manner consistent with the intent of any such ineffective provision for the purpose of carrying out such intent. The Schedules to this Agreement are a material part of this Agreement and are incorporated by reference herein.

**SIGNATURE PAGE FOLLOWS**

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed and delivered as of the Effective Date.

**FLORIDA POWER & LIGHT COMPANY**


By: 

Name: SAM FORREST

Title: VICE PRESIDENT



**FLORIDA SOUTHEAST CONNECTION, LLC**

By: 

Name: Matt Schafer

Title: Vice President

**Schedule 1**

**Purchased Assets**

“**Purchased Assets**” means the assets described and depicted in the attached drawings and schematics.

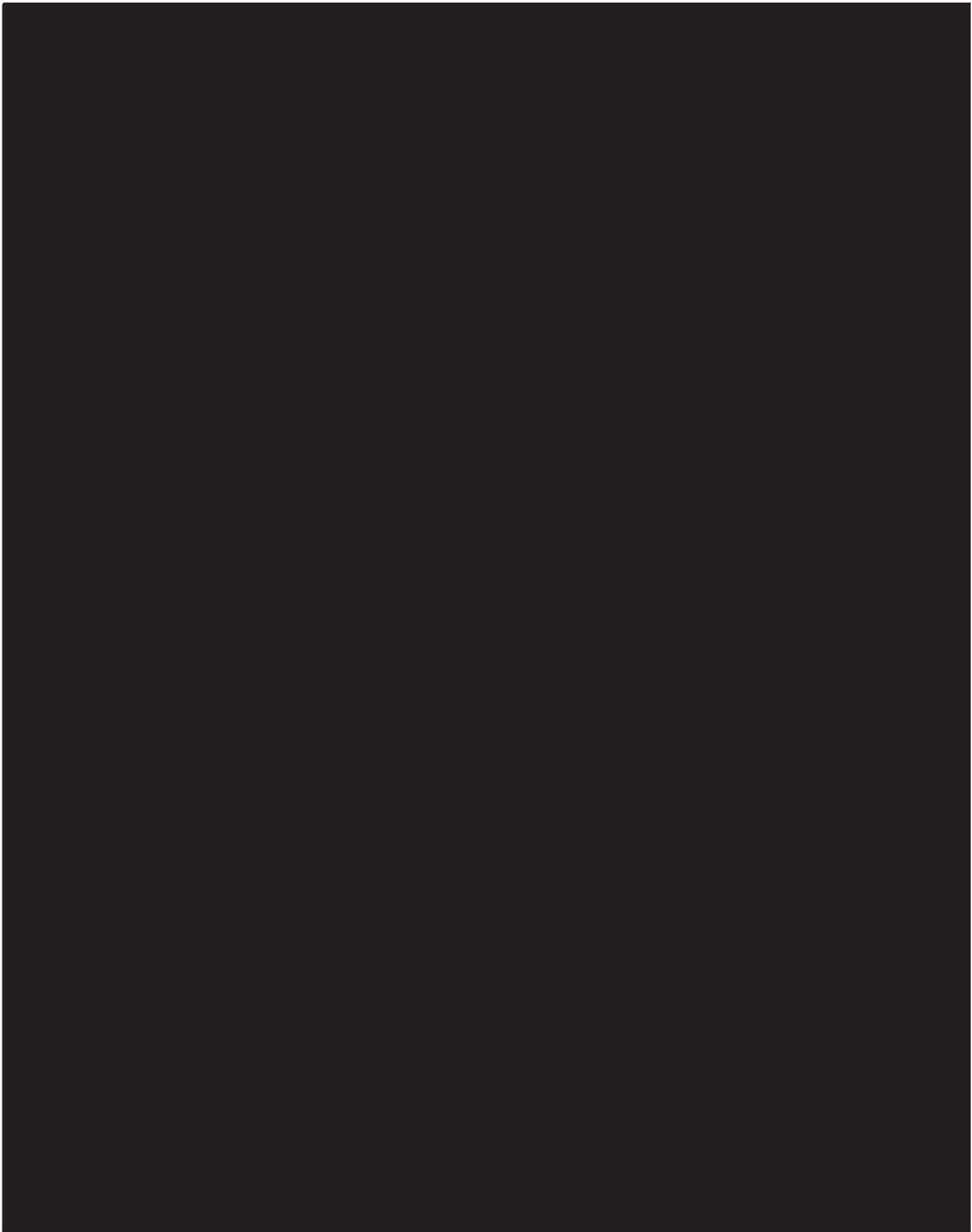




















**Schedule 2**

**Assumed Non-Fee Owned Real Property Interests**

Form of Agreement Attached

**ASSIGNMENT AND BILL OF SALE**

STATE OF FLORIDA

MARTIN & PALM BEACH COUNTIES

**THIS ASSIGNMENT AND BILL OF SALE**, is made this \_\_\_ day of \_\_\_\_\_, 201\_\_\_\_, by and between **FLORIDA POWER & LIGHT COMPANY**, a Florida corporation with principal offices at 700 Universe Blvd., Juno Beach, Florida 33408 ("**Assignor**") and **FLORIDA SOUTHEAST CONNECTION, LLC**, a Florida limited liability company, with principal offices at 700 Universe Blvd., Juno Beach, FL 33408 ("**Assignee**") (sometimes, collectively referred to as the "**Parties**").

**WITNESSETH:**

**WHEREAS**, on October 27, 2017, Assignor and Assignee entered into that certain Asset Purchase Agreement (the "**Asset Agreement**") wherein Assignee agreed to purchase a natural gas pipeline system known as the Martin-Riviera Lateral from the Assignor;

**WHEREAS**, the Asset Agreement provides that subject to the conditions set forth in Section 4 of the Asset Agreement, Assignor will transfer to Assignee, one (1) natural gas pipeline on terms more fully described in the Asset Agreement (the "**Martin Lateral**");

**WHEREAS**, Assignor is the holder of those certain Easements (the "**Easements**") as more fully described on the **Exhibit "A"** attached hereto and recorded in the Official Records of the Public Records of Martin and Palm Beach Counties, State of Florida;

**WHEREAS**, the Martin Lateral is presently located in all or a portion of the easement area described in the Easements [as more fully described on the as-built survey) (the "**As-Built Survey**") attached hereto as **Exhibit "B"**]; and

**WHEREAS**, Assignee acknowledges that Assignor reserves the right in the future to install, electrical facilities in the easement area described in the Easements; and

**WHEREAS**, except as reserved herein, Assignor desires to assign its rights and interests in the Easements where the Martin Lateral is located to Assignee and Assignee desires to accept the Easements' rights and interests.

**NOW THEREFORE**, in consideration of the terms and conditions of the Asset Agreement and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. **Assignment & Bill of Sale**. Subject to the conditions set forth in Section 4 of the Asset Agreement, Assignor does hereby assign, transfer, set over, convey and deliver to Assignee, all rights and interest of Assignor in and to the Easements insofar as such rights and interest relate to the Martin Lateral and which assigned easement area shall be no larger in width than the easement area specified in the Easements for the existing pipeline and as depicted on the as-built survey (the "**As-Built Survey**") described on **Exhibit "B"** (the "**Easement Area**") and made a part hereof, along with the pipelines and personal property which constitute the Martin Lateral including, without limitation by enumeration, all of the right, title and interest of Assignor in and to:

a. **Equipment**. Assignor's interest in any personal property, improvements and equipment, including, but not limited to, any metering and regulating stations equipment and facilities, markers, vents, valves, cathodic and lightning protection systems and components, apparatus, piping, fittings or other protective devices, pipe, tanks, fixtures, machinery, and other equipment (collectively, the "**Equipment**") to the extent the Equipment are necessary to operate and/or maintain the Martin Lateral; and

b. **Data**. Unless privileged or otherwise protected, copies of any Easement documents, surveys, maps, and records (collectively, the "**Data**") in Assignor's possession relating to the Martin Lateral, the Easements interest assigned herein or the Equipment. The Easements, Martin Lateral, Equipment and Data are sometimes collectively referred to in this Assignment as the "**Properties**."

2. **Easement in Common**. Assignor specifically reserves the right to use the Easement Area in common with Assignee as it relates to its existing facilities (including, but not limited to, the right to maintain, repair, replace and remove its existing facilities located on or in the Easement Area as of the Effective Date; the right, but not the obligation to, maintain existing roads; and the right to ingress and egress upon the Easement Area, the right to trim, cut or remove trees or other obstructions that interfere with its existing facilities.

3. **Warranties**. This Assignment and Bill of Sale are made without warranty of title, either express or implied. Assignor further gives and grants unto Assignee full power and right of substitution and subrogation in and to any covenants and warranties given or made by any third-party to Assignor in respect to the Easements or any part thereof in so far as it relates to the Martin Lateral.



**ASSIGNOR MAKES NO EXPRESS OR IMPLIED WARRANTIES OR REPRESENTATIONS AS TO THE QUALITY, MERCHANTABILITY OR FITNESS OF THE EQUIPMENT FOR A PARTICULAR USE OR PURPOSE. IT BEING UNDERSTOOD THAT ASSIGNEE IS ACCEPTING THE PROPERTIES "AS IS."**

4. **Limitations & Assumption.** This Assignment and Bill of Sale is subject to the exceptions, reservations and limitations contained in the Easements, any applicable laws, ordinances, regulations, all matters of record as of the Closing relative to the Martin Lateral, and Assignee shall from and after the Closing, assume and comply with all applicable obligations of any and all burdens, encumbrances, contracts and agreements of record as of the Closing arising from or related to the Martin Lateral and the Easements right assigned and granted herein. The effect of the Assignment and Bill of Sale shall be to forever release, subject to the terms and provisions of this Assignment and Bill of Sale, Assignor from the obligations of Assignee relative to the Martin Lateral.

5. **Prohibited Activities.** Assignee shall not undertake those activities, either temporary or permanent in nature, which are not permitted within the limits of the Easement Area or under the terms and provisions of the Easements. In order to protect Assignor's existing facilities located within the Easement Area, Assignee agrees to refrain from the following activities within the Easement Area:

- a. The use of explosives.
- b. The attachment of signs or other items to Assignor's existing facilities.
- c. Fires of any kind, except permitted controlled backing fire.
- d. The use of any tools, equipment, or machinery on Assignor's lands capable of extending greater than fourteen (14) feet above existing grade and the alteration of the existing terrain.
- e. Planting of trees, shrubs, plants, and other landscaping exceeding a height of 14 feet above existing grade at maturity, or containerized plants that would exceed a height of 14 feet above existing grade when lifted.
- f. Maintain a reasonably safe radius around structures and a reasonably safe longitudinal route directly under the conducts to meet all applicable standards and to ensure Assignor vehicular access to its poles, guys, conductors and other appurtenant equipment.

6. **Restoration of the Easement Area.** To the extent caused by Assignee,

Assignee shall restore the surface of the Easement Area, as nearly as practicable and permissible, to its prior condition and contour following any disturbance occasioned by construction or maintenance. After the completion of any installation or construction of the pipeline and appurtenant facilities, the Assignee shall clearly mark the location of the pipelines with permanent markers in accordance with the regulations of the Federal Department of Transportation and, to the extent practical, at sufficient intervals to maintain "line of sight" location of the pipeline.

7. **Modification or Relocation.** Any new construction, replacement or relocation of Assignor's existing facilities within the Easement Area shall be subject to the prior written approval of Assignee, which approval shall not be unreasonably withheld, delayed or denied. Should Assignee request that Assignor alter, adjust, or modify its existing facilities from or within the Easement Area, Assignee hereby agrees to pay all costs of such alteration, adjustment, or modification.

8. **Other Documents.** Assignor and Assignee agree to execute and deliver to each other, all such other additional instruments, notices and other documents necessary to the operation and maintenance of the Martin Lateral and the existing facilities. Assignee and Assignor agree to do all such other and further acts and things as may be necessary to more fully and effectively assign Assignor's rights and interests in the Martin Lateral and the Equipment to Assignee.

9. **Safety.** Assignee agrees to warn its employees, agents, contractors and invitees of the fact that the electrical facilities and appurtenances installed or to be installed by Assignor within the Easement Area may be of high voltage electricity and agrees to use all safety and precautionary measures when working under or near Assignor's existing facilities.

10. **Exhibits.** Each Exhibit referred to in and attached to this Assignment and Bill of Sale is incorporated herein and made a part hereof for all purposes.

11. **Effective Date.** This Assignment and Bill of Sale shall take effect on the date that the Assignment and Bill of Sale are fully executed by the parties.

12. **Closing.** The transfer of the Martin Lateral from Assignor to Assignee as provided herein shall be effective on the Closing and based on the other terms and conditions set forth in the Asset Agreement.

13. **Assignee's Indemnity.** Subject to the limitations set forth in this paragraph 13 and to the extent caused by Assignee (including its agents, employees, contractors, subcontractors and invitees)(collectively "**Assignee**") negligence or intentional

misconduct, Assignee will indemnify, defend, protect and hold and save harmless Assignor, its parent, subsidiaries or affiliates and their respective officers, directors, and employees from any and all claims, damages, or demands arising out of or in connection with Assignee's, its contractors, subcontractors or employees right of access to connect, own, operate, construct and maintain the Martin Lateral. Assignee shall also indemnify, defend, protect and hold Assignor harmless from any liability of any kind whatsoever based on: (i) the release of hazardous materials in, on, under or about the Easement Area and adjacent property to the extent caused by Assignee or its employees, agents, or contractors, or (ii) the violation by Assignee its employees, agents or contractors of any environmental law. Notwithstanding anything to the contrary contained in this Assignment and Bill of Sale, it is expressly understood and agreed between Assignor and Assignee that Assignor and Assignee shall not be liable for indirect, special, incidental, punitive or consequential damages, including, but not limited to, loss of anticipated income, profits or savings, or loss resulting from business interruption. This indemnity provision shall survive termination of this Assignment and Bill of Sale to the extent that the indemnity obligations of Assignee accrued during the period between the Effective Date and the Closing.

14. **Binding Effect.** This instrument shall extend to and be binding upon Assignor, Assignee and their respective successors and assigns. The terms and covenants hereof shall be deemed covenants running with the land.

15. **Recording.** This instrument shall not be recorded in the Public Records until the Closing and which recordation shall serve as evidence that the terms and conditions of the Asset Agreement have been satisfied by Assignee.

**[signatures follow on next page]**

**[balance of page intentionally left blank]**

EXECUTED THIS \_\_\_ day of \_\_\_\_\_, 201\_\_\_ (the "Effective Date").

**WITNESSES:**

**ASSIGNOR:  
FLORIDA POWER & LIGHT COMPANY**

\_\_\_\_\_  
Name: \_\_\_\_\_

\_\_\_\_\_  
By: \_\_\_\_\_

\_\_\_\_\_  
Name: \_\_\_\_\_

\_\_\_\_\_  
Title: \_\_\_\_\_

**ACKNOWLEDGEMENT**

STATE OF FLORIDA                    )(

COUNTY OF \_\_\_\_\_)(

The foregoing instrument was acknowledged before me this 1st day of October, 201\_\_\_, by \_\_\_\_\_, \_\_\_\_\_ of **FLORIDA POWER & LIGHT COMPANY**, a Florida corporation, on behalf of the corporation. He/She is personally known to me or has produced \_\_\_\_\_ (type of identification) as identification.

\_\_\_\_\_  
Notary Public  
Name (Printed): \_\_\_\_\_  
Address: \_\_\_\_\_

My Commission Expires:

**WITNESSES**

**ASSIGNEE:  
FLORIDA SOUTHEAST CONNECTION,  
LLC**

\_\_\_\_\_  
Name: \_\_\_\_\_

\_\_\_\_\_  
By: \_\_\_\_\_

Title: \_\_\_\_\_

\_\_\_\_\_  
Name: \_\_\_\_\_

**ACKNOWLEDGEMENT**

STATE OF \_\_\_\_\_ )(

COUNTY OF \_\_\_\_\_ )(

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 201\_\_\_\_, by \_\_\_\_\_, \_\_\_\_\_ of **FLORIDA SOUTHEAST CONNECTION, LLC**, a Florida limited liability company, on behalf of the company. He/She is personally known to me or has produced \_\_\_\_\_ (type of identification) as identification.

\_\_\_\_\_  
Notary Public  
Name (Printed): \_\_\_\_\_  
Address: \_\_\_\_\_

My Commission Expires:

**EXHIBIT "A"**

**EASEMENTS**

1. Non-Exclusive Permanent Underground Occupancy Agreement dated October 29, 2012 by and between CSX Transportation, Inc. and Florida Power & Light Company, a Memorandum of Non-Exclusive Permanent Underground Occupancy Agreement dated October 29, 2012 and recorded in the Public Records of Palm Beach County, Florida on February 6, 2013 in Official Records Book 25775, Page 1185 and Martin County, Florida on February 6, 2013 in Official Records Book 2629, Page 200.
2. Pipeline Easement dated November 12, 2012 by and between Florida Power & Light Company and Tampa Farm Service, Inc. recorded in the Public Records of Martin County, FL on February 6, 2013 in Official Records Book 2629, Page 187 as amended by that Amendment to Pipeline Easement dated March 19, 2015 and recorded on March 27, 2015 in Official Records Book 2774, Page 1498.
3. Blanket License Agreement dated November 20, 2012 by and between FDG Flagler Station II LLC and Florida Power & Light Company, a Memorandum of Blanket License Agreement dated November 20, 2012 was recorded on July 22, 2015 in the Public Records of Palm Beach County, FL on July 22, 2015 in Official Records Book 27685, Page 1922.

**EXHIBIT "B"**  
**(EASEMENT AREA / AS-BUILT SURVEY)**

See attached

**Schedule 3**

**Assumed Fee Owned Real Property Interests**

Form of Agreement Attached



**PARTIAL ASSIGNMENT AND BILL OF SALE**

STATE OF FLORIDA

PALM BEACH COUNTY

**THIS PARTIAL ASSIGNMENT AND BILL OF SALE**, is made this \_\_\_ day of \_\_\_\_\_, 201\_\_\_, by and between **FLORIDA POWER & LIGHT COMPANY**, a Florida corporation with principal offices at 700 Universe Blvd., Juno Beach, Florida 33408 ("**Assignor**") and **FLORIDA SOUTHEAST CONNECTION, LLC**, a Florida limited liability company, with principal offices at 700 Universe Blvd., Juno Beach, FL 33408 ("**Assignee**") (sometimes, collectively referred to as the "**Parties**").

**WITNESSETH:**

**WHEREAS**, on October 27, 2017, Assignor and Assignee entered into that certain Asset Purchase Agreement (the "**Asset Agreement**") wherein Assignee agreed to purchase a natural gas pipeline system known as the Martin-Riviera Lateral from the Assignor;

**WHEREAS**, the Asset Agreement provides that subject to the conditions set forth in Section 4 of the Asset Agreement, Assignor will transfer to Assignee, one natural gas pipeline (the "**Martin Lateral**");

**WHEREAS**, Assignor is the holder of that certain Easement (the "**Easement**") which is more fully described on **Exhibit "A"** attached hereto and recorded in the Official Records of the Public Records of Palm Beach County, State of Florida;

**WHEREAS**, the Martin Lateral is presently located in all or a portion of the easement area described in the Easement [as more fully described on the as-built survey] (the "**As-Built Survey**") attached hereto as **Exhibit "B"**];

**WHEREAS**, Assignee acknowledges that Assignor has installed, and in the future may install, electrical facilities in the easement area described in the Easement; and

**WHEREAS**, Assignor desires to partially assign its rights and interests in the Easement where the Martin Lateral is located to Assignee, and Assignee desires to accept the Easement rights and interests.

**NOW THEREFORE**, in consideration of the terms and conditions of the Asset

Agreement and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. **Partial Assignment & Bill of Sale.** Subject to the conditions set forth in Section 4 of the Asset Agreement, Assignor does hereby partially assign, transfer, set over, convey and deliver to Assignee, such rights and interest of Assignor in and to the Easement insofar as such rights and interest relate to the Martin Lateral and which assigned easement area is more fully described on **Exhibit "C"** (the "**Easement Area**") attached hereto and made a part hereof, along with the pipelines and personal property which constitute the Martin Lateral including, without limitation by enumeration, all of the right, title and interest of Assignor in and to:

a. **Equipment.** Assignor's interest in any personal property, improvements and equipment, including, but not limited to, any metering and regulating stations equipment and facilities, markers, vents, valves, cathodic and lightning protection systems and components, apparatus, piping, fittings or other protective devices, pipe, tanks, fixtures, machinery, and other equipment (collectively, the "**Equipment**") to the extent the Equipment are necessary to operate and/or maintain the Martin Lateral; and

b. **Data.** Unless privileged or otherwise protected, copies of any Easement documents, surveys, maps, and records (collectively, the "**Data**") in Assignor's possession relating to the Martin Lateral, the Easement interest assigned herein or the Equipment. The Easement, Martin Lateral, Equipment and Data are sometimes collectively referred to in this Assignment as the "**Properties.**"

It being understood between the Parties that the easement rights and interest being assigned in this paragraph 1, are partial in nature in that, Assignee acknowledges that the Easement Area is only that portion of the Easement where the Martin Lateral are located as depicted on the As-Built Survey described on Exhibit "B."

2. **Subordinate Rights.** Assignee understands and agrees that the use of the Easement Area is subordinate to the rights and interest of Assignor in and to the Easement Area and agrees to notify its employees, agents, and contractors accordingly. Assignor specifically reserves the right to maintain, repair, replace and remove its facilities located on or in the Easement Area, to make improvements; add to or enlarge its facilities; maintain, construct or alter roads; construct, alter and modify any facilities, devices, or improvements on or in the Easement Area which aid in or are necessary to Assignor's business or operations; and the right to ingress and egress upon the Easement Area, the right to trim, cut or remove trees or other obstructions that interfere with its facilities.

3. **Warranties.** This Partial Assignment and Bill of Sale are made without warranty of title, either express or implied. Assignor further gives and grants unto Assignee full power and right of substitution and subrogation in and to any covenants and warranties given or made by any third-party to Assignor in respect to the Properties or any part thereof.

**ASSIGNOR MAKES NO EXPRESS OR IMPLIED WARRANTIES OR REPRESENTATIONS AS TO THE QUALITY, MERCHANTABILITY OR FITNESS OF THE EQUIPMENT FOR A PARTICULAR USE OR PURPOSE. IT BEING UNDERSTOOD THAT ASSIGNEE IS ACCEPTING THE PROPETIES "AS IS."**

4. **Limitations & Assumption.** This Partial Assignment and Bill of Sale are subject to the exceptions, reservations and limitations contained in the Easement, any applicable laws, ordinances, regulations, all matters of public record as of the Closing Date relative to the Martin Lateral, Warranties to the Properties, and Assignee shall, to the extent of the interest transferred to Assignee, from and after the Closing, assume and comply with all applicable obligations of any and all burdens, encumbrances, contracts and agreements of record as of the Closing arising from or related to the Martin Lateral and the Easement rights assigned and granted herein. Except that Assignee agrees that mortgages related to the Easement Area may be modified following the Closing. The effect of the Partial Assignment and Bill of Sale shall be to forever release, subject to the terms and provisions of this Assignment and Bill of Sale, Assignor from the obligations of Assignee relative to the Martin Lateral.

5. **Prohibited Activities.** Assignee shall not undertake the following activities, either temporary or permanent in nature, which are not permitted within the limits of the Easement Area:

a. The placement of structures, buildings, mobile homes or trailers, satellite receiver systems, towers, swimming pools and associated equipment, cemetery sites, wells, septic tanks, storage tanks, trash, flammable material, building material and disabled vehicles or boats.

b. Flooding of all or any portion of the Easement Area.

c. The use of explosives.

d. The attachment of signs or other items to Assignor's facilities.

e. Any activity that might encourage or attract the public to participate in recreational activities which might cause an unsafe condition to exist.

f. Planting of trees, shrubs, plants or other landscaping exceeding a height of 14 feet above existing grade at maturity, or containerized plants that would exceed a height of 14 feet above existing grade when lifted.

g. Fires of any kind, except permitted controlled backing fire.

h. The use of any tools, equipment, or machinery on Assignor's lands capable of extending greater than fourteen (14) feet above existing grade and the alteration of the existing terrain.

i. Maintain a reasonably safe distance around structures and a reasonable safe longitudinal route directly under conducts to meet all applicable standards and to ensure Assignor vehicular access to its poles, guys, conductors and other appurtenant equipment.

j. At all times Assignee shall maintain at least 36-inches of soil cover over the 20-inch pipeline and in such a manner as to support the weight of Assignor's vehicles and normal business activities on its property.

6. **Restoration of the Easement Area.** To the extent caused by Assignee, Assignee shall restore the surface of the Easement Area, as nearly as practicable and permissible, to its prior condition and contour following any disturbance occasioned by construction or maintenance. After the completion of any installation or construction of the pipeline and appurtenant facilities, Assignee shall clearly mark the location of the pipelines with permanent markers in accordance with the regulations of the Federal Department of Transportation and, to the extent practical, at sufficient intervals to maintain "line of sight" location of the pipeline.

7. **Assignor's Rights.** With reference to the permanent easement for the Easement Area, and subject to the foregoing, the Assignor and its heirs, legal representatives, successors and assigns shall retain all existing rights of title and possession, provided that the exercise of such rights does not interfere with the safe and efficient construction, maintenance and operation of said pipeline or any of the rights specified above. Such rights of title and possession include, but are not limited to, the following:

a. The right to use and enjoy the Easement Area for the ordinary business purposes of Assignor, its licensees, Assignees, assigns and successors-in-interest or such other purposes which do not interfere with the uses granted above.

b. The right to enclose the Easement Area by fence, subject however, to the Assignee's right of ingress and egress.

c. The right to build, maintain and travel over roads and streets across the Easement Area, provided such roads or streets are: (1) constructed in a straight manner across the Easement Area at an angle as close to 90 degrees as practical, as measured from the edge of the Easement Area to the centerline of such road or street; and (2) all parts of such roads or streets are more than 50 feet distant from any above ground structures or related equipment, facilities or accessories thereto; and provided that said roads or streets shall not interfere with the safe operation and maintenance of the pipeline in accordance with federal, state, or local standards or the uses granted to Assignee as described herein.

d. The right to maintain, operate, repair, construct, remove all of Assignor's transmission and distribution lines and facilities, whether they are located inside or outside the Easement Area, and regardless of whether Assignor's maintenance, operation, repair, construction and removal activities conflict with the rights granted to Assignee in this Easement.

e. Assignor will be permitted to cross the Easement Area for purposes of ingress and egress and to construct utility facilities and crossings in the Easement Area, provided that the Assignee shall be entitled to review and approve design, location and construction methods for such crossings only for the purpose of ensuring that the crossings will not interfere with the Assignee's pipelines hereunder. Said approval shall not be unreasonably withheld, denied or delayed.

8. **Hazardous Substance.** Assignee agrees that it will not use the Easement Area in any manner which, in the opinion of Assignor, may tend to interfere with Assignor's use of the Easement Area or may tend to cause a hazardous condition to exist. Assignee agrees that no hazardous substance, as the term is defined in Section 101 (14) of the Comprehensive Environmental Response Compensation and Liability Act ("CERCLA") (42 USC Section 9601 [14]), petroleum products, liquids or flammables shall be placed on, under, transported across or stored on the Lands, which restricts, impairs, interferes with, or hinders the use of Assignor's lands by Assignor or the exercise by Assignor of any of its rights thereto. Assignee agrees further that in the event it should create a hazardous condition, then upon notification by Assignor, Assignee shall, within seventy-two (72) hours, at its sole cost and expense, correct such condition or situation; provided however that the Assignor retains the right to enter upon the Easement Area and correct any such condition or situation at any time and, by its execution hereof, Assignee hereby agrees to indemnify and hold harmless Assignor from all loss, damage or injury resulting from Assignee's failure to comply with the provisions of this Easement

Agreement.

9. **Modification or Relocation.** Any new construction or relocation of Assignee's facilities within the Easement Area shall be subject to the prior written approval of Assignor, which approval shall not be unreasonably withheld, delayed or denied. Should Assignee request that Assignor alter, adjust, or modify its facilities from or within the Easement Area, and Assignor within its sole discretion, agrees to such alteration, adjustment or modification, Assignee hereby agrees to pay all costs of such alteration, adjustment, or modification, including, but not limited to the cost of acquiring appropriate easements or lands in fee. Should Grantor request that Grantee relocate, alter, adjust, or modify its surface or subsurface facilities from or within the Easement Area, and Grantee within its sole discretion, agrees to such alteration, adjustment or modification, Grantor hereby agrees to pay all costs of such relocation, alteration, adjustment, or modification, including, but not limited to the cost of acquiring appropriate easements.

10. **Other Documents.** Assignor and Assignee agree to execute and deliver to each other all such other additional instruments, notices and other documents necessary to the operation and maintenance of the Martin Lateral and Assignor's existing facilities. Assignee and Assignor agree to do all such other and further acts and things as may be necessary to more fully and effectively assign Assignor's rights and interests in the Martin Lateral and the Equipment to Assignee.

11. **Safety.** Assignee agrees to warn its employees, agents, contractors and invitees of the fact that the electrical facilities and appurtenances installed or to be installed by Assignor within the Easement Area are of high voltage electricity and agrees to use all safety and precautionary measures when working under or near Assignor's facilities.

12. **Exhibits.** Each Exhibit referred to in and attached to this Partial Assignment and Bill of Sale is incorporated herein and made a part hereof for all purposes.

13. **Effective Date.** This Partial Assignment and Bill of Sale shall take effect on the date that the Partial Assignment and Bill of Sale are fully executed by the parties.

14. **Closing.** The transfer of the Martin Lateral from Assignor to Assignee as provided herein shall be effective on the Closing and based on the other terms and conditions set forth in the Asset Agreement.

15. **Assignee's Indemnity.** Subject to the limitations set forth in this Paragraph

15 and to the extent caused by Assignee (including its agents, employees, contractors, subcontractors and invitees)(collectively "**Assignee**") negligence or intentional misconduct, Assignee will indemnify, defend, protect and hold and save harmless Assignor, its parent, subsidiaries or affiliates and their respective officers, directors, and employees from any and all claims, damages, or demands arising out of or in connection with Assignee's, its contractors, subcontractors or employees right of access to connect, own, operate, construct and maintain the Martin Lateral. Assignee shall also indemnify, defend, protect and hold Assignor harmless from any liability of any kind whatsoever based on: (i) the release of hazardous materials in, on, under or about the Easement Area and adjacent property to the extent caused by Assignee or its employees, agents, or contractors, or (ii) the violation by Assignee its employees, agents or contractors of any environmental law. Notwithstanding anything to the contrary contained in this Assignment and Bill of Sale, it is expressly understood and agreed between Assignor and Assignee that Assignor and Assignee shall not be liable for indirect, special, incidental, punitive or consequential damages, including, but not limited to, loss of anticipated income, profits or savings, or loss resulting from business interruption. This indemnity provision shall survive termination of this Partial Assignment and Bill of Sale to the extent that the indemnity obligations of Assignee accrued during the period between the Effective Date and the Commencement Date.

16. **Binding Effect.** This instrument shall extend to and be binding upon Assignor, Assignee and their respective successors and assigns. The terms and covenants hereof shall be deemed covenants running with the land.

17. **Recording.** This instrument shall not be recorded in the Public Records until the Closing and which recordation shall serve as evidence that the terms and conditions of the Asset Agreement have been satisfied by Assignee.

**[signatures follow on next page]**

**[balance of page intentionally left blank]**

EXECUTED THIS \_\_\_ day of \_\_\_\_\_, 201\_\_\_ (the "Effective Date").

**WITNESSES:**

**ASSIGNOR:  
FLORIDA POWER & LIGHT COMPANY**

\_\_\_\_\_  
Name: \_\_\_\_\_

\_\_\_\_\_  
By: \_\_\_\_\_

\_\_\_\_\_  
Name: \_\_\_\_\_

\_\_\_\_\_  
Title: \_\_\_\_\_

**ACKNOWLEDGEMENT**

STATE OF FLORIDA                    )(

COUNTY OF \_\_\_\_\_)(

The foregoing instrument was acknowledged before me this \_\_\_ day of \_\_\_\_\_,  
201\_\_\_, by \_\_\_\_\_,  
of **FLORIDA POWER & LIGHT COMPANY**, a Florida corporation, on behalf of the  
corporation. He/She is personally known to me or has produced  
\_\_\_\_\_ (type of identification) as identification.

\_\_\_\_\_  
Notary Public  
Name (Printed): \_\_\_\_\_  
Address: \_\_\_\_\_

My Commission Expires:



**WITNESSES:**

\_\_\_\_\_  
Name: \_\_\_\_\_

\_\_\_\_\_  
Name: \_\_\_\_\_

**ASSIGNEE:  
FLORIDA SOUTHEAST CONNECTION,  
LLC**

\_\_\_\_\_  
By: \_\_\_\_\_

\_\_\_\_\_  
Title: \_\_\_\_\_

**ACKNOWLEDGEMENT**

STATE OF \_\_\_\_\_ )(   
COUNTY OF \_\_\_\_\_ )(

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 201\_\_\_\_, by \_\_\_\_\_, \_\_\_\_\_ of **FLORIDA SOUTHEAST CONNECTION, LLC**, a Florida limited liability company, on behalf of the company. He/She is personally known to me or has produced \_\_\_\_\_ (type of identification) as identification.

\_\_\_\_\_  
Notary Public  
Name (Printed): \_\_\_\_\_  
Address: \_\_\_\_\_

My Commission Expires:

**EXHIBIT "A"**

**EASEMENT**

Non Exclusive Perpetual Electric Utility Easement Agreement [dated November 21, 1994] as amended by that Second Supplement to Non-Exclusive Easement Agreement dated October 29, 2012, a Memorandum of Second Supplement to Non-Exclusive Easement Agreement dated October 29, 2012 is recorded on February 6, 2013 in the Official Records of Palm Beach County as Book 25775, Page 1246.

**EXHIBIT "B"**

**(EASEMENT AREA / AS-BUILT SURVEY)**

See attached

PIPELINE EASEMENT

CHECK #: \_\_\_\_\_

TAX PARCEL ID #:

TRACT #:

STATE OF FLORIDA  
COUNTIES MARTIN & PALM BEACH  
OF \_\_\_\_\_

KNOW ALL MEN BY THESE PRESENTS: That the undersigned, **FLORIDA POWER & LIGHT CO.**, a Florida corporation, whose address is 700 Universe Blvd., Juno Beach, Florida 33408-0420 (hereinafter, called **GRANTOR**, whether one or more), for and in consideration of the Asset Purchase and Sale Agreement (the "**Asset Agreement**") and other good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, does hereby grant, bargain, sell and convey unto **FLORIDA SOUTHEAST CONNECTION, LLC**, a Florida limited liability company, a Delaware limited liability company, whose address is 700 Universe Blvd., Juno Beach, FL 33408, (hereinafter called **GRANTEE**)(sometimes collectively, referred to as the "**Parties**"), a permanent easement, temporary construction easement and temporary access easement to Grantee based upon the following:

1. Grantee, its successors and assigns, shall have the perpetual non-exclusive right, privilege and easement to construct, maintain, operate, repair, replace and remove one (1) existing underground pipeline and surface and subsurface appurtenances (with fittings, appliances, tie-overs, and appurtenant facilities including, cathodic protection, apparatus and appurtenant facilities) as depicted on the as-built survey attached hereto as **Exhibit "A,"** for the sole purpose of transporting natural gas through the pipeline under, upon, over, through and across lands owned by Grantor as more fully described on **Exhibit "B"** attached hereto and made a part hereof (the "**Easement Area**").

2. Grantee understands and agrees that the use of the Easement Area is subordinate to the rights and interest of Grantor in and to the Easement Area and agrees to notify its employees, agents, and contractors accordingly. Grantor specifically reserves the right to maintain, repair, replace and remove its facilities located on or in the Easement Area; to make improvements; add

to or enlarge its facilities; maintain, construct or alter roads; construct, alter and modify any facilities, devices, or improvements on or in the Easement Area which aid in or are necessary to Grantor's business or operations; and the right to ingress and egress upon the Easement Area, the right to trim, cut or remove trees or other obstructions that interfere with its facilities.

3. Grantee shall have all other rights and benefits necessary or convenient for the full enjoyment or use of the Easement Area, including the free and full right of ingress and egress over and across the Easement Area. Grantee shall further have the right to use Grantor's existing roadway system for ingress, egress and regress to any and all portions of the Easement Area granted herein. Notwithstanding the foregoing, Grantor has no obligation to repair or maintain its roadways for Grantee's use.

4. Notwithstanding anything contained in paragraphs 1 and 2 above, the Easement granted herein shall be subject at all times to any and all mortgages, liens of any kind upon Grantor's lands, any restrictions, reservations, licenses, agreements, contracts and easements of record, the rights and claims of parties in possession and any other contracts and agreements arising from or related to the Martin Lateral of record as of the Closing, including but not limited to, the terms and conditions of that certain Asset Agreement by and between the Parties. Grantee understands that any mortgages applicable to the Easement Area may be modified following the Closing.

5. The following activities, either temporary or permanent in nature, are not permitted within the limits of the Easement Area:

a. The placement of structures, buildings, mobile homes or trailers, satellite receiver systems, towers, swimming pools and associated equipment, cemetery sites, wells, septic tanks, storage tanks, trash, flammable material, building material and disabled vehicles or boats.

b. Flooding all or any portion of the Easement Area.

c. The use of explosives.

d. The attachment of signs or other items to Grantor's facilities.

e. Any activity that might encourage or attract the public to participate in recreational activities which might cause an unsafe condition to exist.

f. Trees, shrubs, plants, etc. exceeding a height of 14 feet above existing grade at maturity, or containerized plants that would exceed a height of 14 feet above existing grade when lifted.

g. Fires of any kind, except permitted controlled backing fire.

h. The use of any tools, equipment, or machinery on Grantor's lands capable of extending greater than fourteen (14) feet above existing grade and the alteration of the existing terrain, including the use of the lands by Grantee as provided herein which results in preventing Grantor access to its facilities located within said lands.

6. Maintain a reasonably safe area around structures and a reasonably safe longitudinal route directly under the conductors to meet all applicable standards and to ensure Grantor vehicular access to its poles, guys, conductors and appurtenant equipment. At all times Grantee shall maintain at least 36-inches of soil cover over the pipeline and in such a manner as to support the weight of Grantor's vehicles and normal business activities on its property.

7. Grantee shall restore the surface of the Easement Area, as nearly as practicable and permissible, to its prior condition and contour following any disturbance to the extent caused or occasioned by the construction or maintenance activities of Grantee. After the completion of any installation or construction of the pipeline and appurtenant facilities, the Grantee shall clearly mark the location of the pipelines with permanent markers in accordance with the regulations of the Federal Department of Transportation and, to the extent practical, at sufficient intervals to maintain "line of sight" location of the pipeline.

8. Grantee shall not fence or otherwise enclose the above-described Easement Areas without Grantor's permission except those areas designated and approved for the construction of above-ground facilities.

9. Grantee agrees to warn its employees, agents, contractors and invitees of the fact that the electrical facilities and appurtenances installed or to be installed by Grantor within Grantor's lands are of high voltage electricity and agrees to use all safety and precautionary measures when working under or near Grantor's facilities.

10. With reference to the permanent pipeline Easement Area, and subject to the foregoing, the Grantor and its heirs, legal representatives, successors and assigns shall retain all existing rights of title and possession, provided that the exercise of such rights does not interfere with the safe and efficient construction, maintenance and operation of said gas pipeline or any of the rights specified above. Such rights of title and possession include, but are not limited to, the following:

a. The right to use and enjoy the Easement Area for the ordinary business purposes of Grantor, its licensees, grantees, assigns and successors-in-interest or such other purposes which do not interfere with the uses granted above.

b. The right to enclose the Easement Area by fence, subject however, to the Grantee's right of ingress and egress.

c. The right to build, maintain and travel over roads and streets across the Easement Area, provided such roads or streets are: (1) constructed in a straight manner across the Easement Area at an angle as close to 90 degrees as practical, as measured from the edge of the Easement Area to the centerline of such road or street; and (2) all parts of such roads or streets are more than 50 feet distant from any above ground structures or related equipment, facilities or accessories thereto; and provided that said roads or streets shall not interfere with the safe operation and maintenance of the pipeline in accordance with federal, state, or local standards or the uses granted to Grantee as described herein.

d. The right to maintain, operate, repair, construct, remove all of Grantor's transmission and distribution lines and facilities, whether they are located inside or outside the Easement Area, and regardless of whether Grantor's maintenance, operation, repair, construction and removal activities conflict with the rights granted to Grantee in this Easement.

e. Grantor will be permitted to cross the Easement Area for purposes of ingress and egress and to construct utility facilities and crossings in the Easement Area, provided that the Grantee shall be entitled to review and approve design, location and construction methods for such crossings only for the purpose of ensuring that the crossings will not interfere with the Grantee's pipelines hereunder. Said approval shall not be unreasonably withheld, denied or delayed.

11. Any new construction, relocation or removal of the gas pipeline within the Easement Area shall be subject to the prior written approval of Grantor, which approval shall not be unreasonably withheld, delayed or denied. Should Grantee request that Grantor alter, adjust, or modify its facilities from or within Grantor's lands, and Grantor within its sole discretion, agrees to such alteration, adjustment or modification, Grantee hereby agrees to pay all costs of such alteration, adjustment, or modification, including, but not limited to the cost of acquiring appropriate easements or lands in fee. Should Grantor request that Grantee relocate, alter, adjust, or modify its surface or subsurface facilities from or within the Easement Area, Grantor hereby agrees to pay all reasonable costs of such relocation, alteration, adjustment, or modification, including, but not limited to the cost of acquiring appropriate replacement easements.

12. Assignee's Indemnity. Grantee will indemnify, defend, protect and hold and save harmless Grantor, its parent, subsidiaries or affiliates and their respective officers, directors, and employees from any and all claims, damages, or demands arising out of or in connection with Grantee's, its contractors, subcontractors, invitees, permittees or employees rights granted under this Pipeline Easement and use of the Easement Area. Grantee shall also indemnify, defend, protect and hold Grantor harmless from any liability of any kind whatsoever based on: (i) the release of hazardous materials in, on, under or about the Easement Area and adjacent property caused by Grantee or its employees, agents, or contractors, or (ii) the violation by Grantee its

employees, agents or contractors of any environmental law. Notwithstanding anything to the contrary contained in this Pipeline Easement, it is expressly understood and agreed between Grantor and Grantee that Grantor and Grantee shall not be liable for indirect, special, incidental, punitive or consequential damages, including, but not limited to, loss of anticipated income, profits or savings, or loss resulting from business interruption. The indemnity provisions set forth herein shall be in addition to those set forth in any other agreement(s) executed by Grantor and Grantee relative to the Martin Lateral.

13. Grantee agrees that it will not use the Easement Area in any manner which interferes with Grantor's use of the Easement Area or causes a hazardous condition to exist. Grantee agrees that no hazardous substance, as the term is defined in Section 101 (14) of the Comprehensive Environmental Response Compensation and Liability Act ("CERCLA") (42 USC Section 9601 [14]), petroleum products, liquids or flammables shall be placed on, under, across or stored on the Easement Area, which restricts, impairs, interferes with, or hinders the use of Grantor's lands by Grantor or the exercise by Grantor of any of its rights thereto. Grantee agrees further that in the event it should create a hazardous condition, then upon notification by Grantor, Grantee shall, within seventy-two (72) hours, at its sole cost and expense, correct or commence and diligently pursue correction of such condition or situation.

14. This Easement shall take effect on the date that the Easement is fully executed by the Parties (the "**Effective Date**") and is conditioned upon the occurrence of the Closing (as defined in the Asset Agreement).

15. This Easement shall not be recorded in the Public Records until the Closing and which recordation shall serve as evidence that the terms and conditions of the Asset Agreement have been satisfied by Grantee and Grantor.

TO HAVE AND TO HOLD said easements unto said Grantee, its successors and assigns, and the undersigned hereby bind themselves, their heirs, executors and administrators (and successors and assigns) to warrant and forever defend all and singular said premises unto the Grantee, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof.

It is agreed that this grant covers all the agreements between the parties and no representations or statements, verbal or written, have been made, modifying, adding to, or changing the terms of this agreement.

**[Signatures follow on the next page]**

**[Balance of the page intentionally left blank]**



IN TESTIMONY WHEREOF, the Grantor has hereunto set his hand and seal this \_\_\_ day of \_\_\_\_\_, 201\_\_.

WITNESSES:

GRANTOR:

\_\_\_\_\_  
Florida Power & Light Company,  
a Florida Corporation

X \_\_\_\_\_  
(Print Name) \_\_\_\_\_

X \_\_\_\_\_  
(Print Name) \_\_\_\_\_

X \_\_\_\_\_  
(Print Name) \_\_\_\_\_

STATE OF FLORIDA  
COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me this \_\_\_ day of \_\_\_\_\_, 201\_\_, by \_\_\_\_\_ as \_\_\_\_\_ of Florida Power & Light Company.

\_\_\_\_\_  
Signature of Notary Public

\_\_\_\_\_  
(Print Notary Name)  
My Commission Expires: \_\_\_\_\_  
Commission No.: \_\_\_\_\_  
 Personally known, or  
 Produced Identification  
Type of Identification Produced

AFFIX NOTARY STAMP  
  
\_\_\_\_\_

IN TESTIMONY WHEREOF, the Grantee has hereunto set his hand and seal this \_\_\_\_\_ day of \_\_\_\_\_, 201\_\_.

WITNESSES:

GRANTEE:

FLORIDA SOUTHEAST CONNECTION,  
LLC, a Delaware limited liability company

X \_\_\_\_\_  
(Print Name) \_\_\_\_\_

X \_\_\_\_\_  
(Print Name) \_\_\_\_\_

X \_\_\_\_\_  
(Print Name) \_\_\_\_\_

STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 201\_\_, by \_\_\_\_\_ as \_\_\_\_\_ of Florida Southeast Connection, LLC, a Delaware limited liability company.

\_\_\_\_\_  
Signature of Notary Public

\_\_\_\_\_  
(Print Notary Name)

My Commission Expires: \_\_\_\_\_

Commission No.: \_\_\_\_\_

Personally known, or

Produced Identification

Type of Identification Produced

AFFIX NOTARY STAMP

\_\_\_\_\_

**EXHIBIT "A" TO PIPELINE EASEMENT  
(As-Built Survey)**

**See attached**

**EXHIBIT "B"**  
**(Easement Area)**

**Schedule 4**

**Assigned Licenses and Permits**

**“Assigned Licenses and Permits”** means the following licenses and permits:

United States Department of Army permit, SAJ-20 12-00 136 (NW-LCK), issued on September 6, 2012 for the FPL 6 mile pipeline installation project (“6 Mile USACE NWP”)

State of Florida Department of Environmental Protection, Conditions of Certification Florida Power & Light Company - Riviera Beach Energy Center PA 09-54C, modified September 18, 2012 (“6 Mile FDEP Mod C”)

State of Florida Department of Environmental Protection, Florida Power & Light Company - Riviera Beach Energy Center PA 09-54C, modified September 18, 2012 (“32 Mile FDEP Mod C”)

State of Florida Department of Environmental Protection, DEP Case Number PA 09-54C, OGC Case Number 12-0857, FINAL ORDER MODIFYING CONDITIONS OF CERTIFICATION, September 18, 2012 (“32 Mile FDEP SCA Final Order”)

United States Department of Army, Permit Number: SAJ-2011-02807 (IP-EGR), December 27, 2012 (“32 Mile USACE Permit”)

United States Department of Army Consent to Easement, Consent No: DACW17-9-13-0045, February 1, 2013 (“32 Mile USACE C-44 Consent to Easement”)

State of Florida Department of Environmental Protection, Martin Expansion Project, Florida Power & Light - CONDITIONS OF CERTIFICATION, Modification N (PA89-27N), January 12, 2010 (“Gas Yard FDEP”)

State of Florida Department of Environmental Protection, Martin Next Generation Solar Energy Center (PA 89-27) Amendment Request (AM12-042) - Riviera Lateral Martin Gas Yard Inclusion, December 7, 2012 (“Gas Yard FDEP SCA Amendment Approval”)

United States Department of Army, SAJ-1989-91140 (IP-EGR) Modification-#5, December 7, 2012 (“Gas Yard USACE Mod 5”)

State of Florida Department of Environmental Protection, Riviera Beach Energy Center Modification to Conditions of Certification, DEP Case Number PA 09-54A, OGC Case Number 10-2493, March 15, 2011 (“6 Mile FDEP SCA Final Order”)

**Schedule 5**  
**Precedent Agreement**

## PRECEDENT AGREEMENT

THIS PRECEDENT AGREEMENT ("**Agreement**") is dated this 27<sup>th</sup> day of October, 2017 ("**Effective Date**") and is between FLORIDA POWER & LIGHT COMPANY, a Florida corporation ("**FPL**") and FLORIDA SOUTHEAST CONNECTION, LLC, a Delaware limited liability company ("**FSC**").

WHEREAS, FPL and FSC are pursuing the transfer of FPL's Martin-Riviera Lateral Pipeline ("**MR-RV Lateral Transfer**") from FPL to FSC; and

WHEREAS, the MR-RV Lateral Transfer will be subject to various regulatory approvals, including those of the Federal Energy Regulatory Commission ("**FERC**") and the Florida Public Service Commission ("**FPSC**"); and

WHEREAS, FPL and FSC have agreed to enter into a Rate Schedule FTS Service Agreement for firm transportation service to be provided by FSC to FPL on the Martin - Riviera Lateral Pipeline (substantially in the form provided in Attachment A) to be effective upon the Closing (as defined below) of the MR-RV Lateral Transfer; and

WHEREAS, FPL and FSC have agreed to execute a Negotiated Rate Letter Agreement (substantially in the form provided in Attachment B) that will be effective as of the Closing.

NOW THEREFORE, in consideration of the mutual covenants and agreements herein contained, and intending to be legally bound, FPL and FSC agree to the following:

- Approvals.** FPL and FSC shall each proceed with due diligence to promptly obtain all permits, licenses, authorizations, certificates, waivers, easements, rights-of-way, and all similar required consents and related actions, however characterized, whether required from local, state, federal (including, without limitation FERC and FPSC) or other public entities and agencies, or private entities or individuals necessary for the transfer of the MR-RV Lateral Transfer (collectively the "**Approvals**").
- Target Completion and Commencement Dates.** The parties anticipate that the MR-RV Lateral Transfer will close no later than July 1, 2018 and the firm transportation service to be provided by FSC and received by FPL pursuant to this Agreement will commence as of that same date. A delay in the closing of MR-RV Lateral Transfer and the anticipated commencement date of the firm transportation service may affect the agreed upon rates for such service and the parties therefore agree to make such adjustments as are necessary to the transportation service term and rate to ensure the closing of the MR-RV Lateral Transfer does not adversely affect the commercial terms agreed by the parties in this Agreement.
- Updates.** Each of FPL and FSC shall periodically, and upon reasonable request by the other party, inform the requesting party as to the status of that party's efforts to complete the MR-RV Lateral Transfer. If either party becomes aware of (i) any issues that could reasonably be expected to have a material adverse impact on the parties' efforts to complete the MR-RV Lateral Transfer by the Target Completion Date; or (ii) that the issuance of any Approvals will delay the Target Completion Date, that party shall promptly notify the other of the development and the potential impact on the Target Completion Date.
- Closing.** Promptly upon receipt of all Approvals necessary to close on the MR-RV Lateral Transfer, FSC shall place the Martin-Riviera Lateral Pipeline in-service under the FSC

tariff and commence provision of firm transportation services to FPL on the Martin-Riviera Lateral Pipeline.

5. **Conditions Precedent.** The closing of the MR-RV Lateral Transfer and FSC placing the Martin-Riviera Lateral Pipeline in interstate transportation service under the FSC tariff are conditions precedent to FPL assuming any obligation to FSC to take firm transportation service and to FSC assuming any obligation to FPL to provide firm transportation service.

6. **Indemnification.** TO THE FULLEST EXTENT PERMITTED BY LAW, EACH PARTY, AT ITS OWN EXPENSE, SHALL PROTECT, INDEMNIFY, DEFEND AND HOLD HARMLESS THE OTHER PARTY, ITS AFFILIATES, PARENTS, AND SUBSIDIARY COMPANIES, AND THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, AND REPRESENTATIVES, FROM AND AGAINST ALL CLAIMS, DEMANDS, LOSSES, EXPENSES, COSTS (INCLUDING BUT NOT LIMITED TO ATTORNEY'S FEES, EXPENSES AND COURT COSTS), DAMAGES (INCLUDING BUT NOT LIMITED TO ENVIRONMENTAL OBLIGATIONS AND LIABILITIES), AND CAUSES OF ACTION OF EVERY KIND AND CHARACTER ASSERTED BY ANY PERSON (INCLUDING BUT NOT LIMITED TO EMPLOYEES, AGENTS, REPRESENTATIVES OR CONTRACTORS OF EACH PARTY) THAT ARISE OUT OF OR ARE RELATED TO THE NEGLIGENCE OR WILLFUL MISCONDUCT OF SUCH PARTY, ITS AGENTS, EMPLOYEES, CONTRACTORS, OR SUBCONTRACTORS, OR THE RESPECTIVE EMPLOYEES OR AGENTS OF ANY OF THEM, AND RESULT IN PERSONAL INJURY, DEATH, OR PROPERTY LOSS, DAMAGE, OR OTHER LIABILITY.

7. **Limitation of Liability and Disclaimer of Damages.** NOTWITHSTANDING ANYTHING HEREIN TO THE CONTRARY, IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER PARTY FOR CONSEQUENTIAL, SPECIAL, INDIRECT, INCIDENTAL, EXEMPLARY, OR PUNITIVE DAMAGES (INCLUDING LOST PROFITS, LOSS OF PRODUCTION OR OTHER DAMAGES ATTRIBUTABLE TO BUSINESS INTERRUPTION) ARISING UNDER, OR IN CONNECTION WITH, THIS AGREEMENT, PROVIDED, HOWEVER, THAT ANY SUCH AMOUNTS PAID BY A PARTY HERETO TO A THIRD PARTY AS A RESULT OF A CLAIM OTHERWISE SUBJECT TO INDEMNIFICATION HEREUNDER SHALL BE CONSIDERED ACTUAL DAMAGES OF THE PARTY MAKING SUCH PAYMENT. ANY DAMAGES RESULTING FROM A BREACH OF THIS AGREEMENT BY EITHER PARTY SHALL BE LIMITED TO ACTUAL DAMAGES INCURRED BY THE PARTY CLAIMING DAMAGES.

EXCEPT AS OTHERWISE EXPRESSLY LIMITED HEREIN, IT IS THE INTENTION OF THE PARTIES THAT ALL INDEMNITY OBLIGATIONS AND/OR CONTRIBUTIONS AND/OR LIABILITIES AND/OR RESPONSIBILITIES ASSUMED BY THE PARTIES HEREUNDER BE WITHOUT MONETARY LIMIT AND SHALL NOT BE LIMITED BY ANY AMOUNTS OF INSURANCE CARRIED OR REQUIRED HEREIN, AND BE WITHOUT REGARD TO PREEXISTING CONDITIONS OR ANY OTHER TYPE OF STRICT LIABILITY.

8. **Governing Law and Venue.** This Agreement shall be interpreted in accordance with the laws of the State of Florida, excluding any conflict of law provisions that may require the application of the laws of another jurisdiction. Any suit brought with respect to or relating to this Agreement (including any disputes related to any approvals or acceleration requests) shall be brought in the courts of Palm Beach County, Florida or the United States District Court for the Southern District of Florida.



9. **Waiver of Jury Trial.** Each party hereby waives any right it may have to a trial by jury in respect of any action, proceeding or litigation arising out of or under this Agreement. This provision is a material inducement for the parties to enter into this Agreement.

10. **Non-Waiver and Amendment.** A waiver by FPL or FSC of any default by the other party in the performance of this Agreement shall not operate or be construed as a waiver of any future default whether of a like or different character. This Agreement may be amended only by a writing signed by each Party hereto.

11. **Notices.** All notices, demands, requests, consents or other communications required or permitted to be given or made under this Agreement shall be in writing and be: (a) delivered in person; (b) sent by United States mail (certified with return receipt requested), or (c) by overnight courier such as United Parcel Service or FedEx, and addressed to the intended recipient at the address set forth below, to the address set forth below:

If to FPL: Florida Power & Light Company  
700 Universe Boulevard  
Mail Stop: EMT/JB  
Attention: EMT Gas Operations  
Juno Beach, FL 33408  
Facsimile: (561) 625-7567

If to FSC: Florida Southeast Connection, LLC  
601 Travis Street, Suite 1900  
Attention: Daniel Humble  
Houston, TX, 77002  
Facsimile: 713-225-1464  
Telephone: 713-374-1559 and 713-236-3625

or, as to any such Party, at such other address as shall be designated by such Party in a written notice to the other Party complying as to delivery with the terms of this Section 11. All such notices, requests, demands and other communications shall be deemed to have been duly given or made, in the case of personal delivery, when actually delivered, or, in the case of registered or certified mail or overnight courier, when received or if sent first class U.S. Mail on the third business day after the day on which mailed. General correspondence is not considered notice under this Agreement.

12. **Counterparts.** This Agreement may be executed in multiple counterparts, each of which shall constitute an original, but all of which together shall constitute one and the same instrument. It is also agreed that the facsimile or electronic signature of either Party shall be binding upon the same as if signed in original. The signatories below warrant and represent that they are authorized to execute this Agreement.

13. **Severability.** Each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Agreement is held to be invalid or unenforceable in any respect, such invalidity or unenforceability shall not render invalid or unenforceable any other provision of this Agreement.

14. **Construction.** Each Party acknowledges that it has actively participated in the negotiation and preparation of this Agreement, and that accordingly this Agreement and any uncertainty or ambiguity contained therein shall not be construed against any one Party as


drafter. The descriptive headings of this Agreement are inserted for convenience only and do not constitute a substantive part of this Agreement.

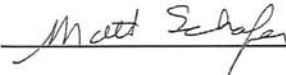
15. **Entire Agreement.** This Agreement and the Attachments hereto contain the entire agreement between FSC and FPL with respect to the subject matter hereof and there are no representations, understandings or agreements, oral or written, between FSC and FPL that are not included herein.

IN WITNESS WHEREOF, the Parties hereto have each caused this Agreement to be duly executed effective as of the Effective Date.

**FLORIDA POWER & LIGHT COMPANY**

**FLORIDA SOUTHEAST CONNECTION, LLC**

By:  \_\_\_\_\_

By:  \_\_\_\_\_

Name: Sam Forrest  
Title: Vice President

Name: Matt Schafer  
Title: Vice President



**FORM OF SERVICE AGREEMENT  
APPLICABLE TO RATE SCHEDULE FTS**

Contract No. 4002

SERVICE AGREEMENT

This AGREEMENT entered into this \_\_\_ day of \_\_\_\_\_, 2018 by and between Florida Southeast Connection, LLC, a limited liability company of the State of Delaware (herein called "Transporter"), and Florida Power & Light Company (herein called "Shipper").

WITNESSETH

WHEREAS, Shipper is interested in obtaining firm transportation service from Transporter on what is referred to as the "Martin-Riviera Lateral" and Transporter is willing to provide firm transportation service to Shipper; and

WHEREAS, such service will be provided by Transporter for Shipper in accordance with the terms hereof.

WHEREAS, in connection with the firm transportation service contemplated herein, Shipper and Transporter have executed a precedent agreement which sets forth certain conditions precedent to Shipper's and Transporter's rights and obligations under this Agreement and which is referred to herein as the "Precedent Agreement" (capitalized terms used herein that are not defined herein or in Transporter's tariff shall have the meaning set forth for such terms in the Precedent Agreement).

NOW THEREFORE, in consideration of the premises and of the mutual covenants and agreements herein contained, the sufficiency of which is hereby acknowledged, Transporter and Shipper do covenant and agree as follows:

1. Type of Service. Transporter agrees to provide and Shipper agrees to take and pay for service under this Agreement pursuant to Transporter's Rate Schedule FTS and the General Terms and Conditions of Transporter's Tariff, which are incorporated herein by reference and made a part hereof.
2. Quantity. The Maximum Daily Quantity (MDQ) and, if applicable, the Maximum Daily Hourly Quantity ("MDHQ") for service under this Agreement is stated in Exhibit C attached hereto and incorporated herein.
3. Primary Receipt and Delivery Points. The Primary Receipt Point(s) shall be listed on Exhibit A and the Primary Delivery Point(s) shall be listed on Exhibit B attached hereto and incorporated herein. To the extent applicable, any minimum receipt or delivery pressure shall also be stated on Exhibits A and B.
4. Term. This Agreement shall be effective on the Commencement Date and shall continue through June 30, 2042 ("Primary Term"). This Agreement can be extended by Shipper for three successive 5-year terms, ("Secondary Term(s)"), upon at least 1 year prior written notice prior to the start of each successive Secondary Term. Any portions of this Agreement necessary to correct or cash-out imbalances under this Agreement as required by the General Terms and Conditions of Transporter's FERC Gas Tariff shall survive the other parts of this Agreement until such time as such balancing has been accomplished.

5. Rate. Maximum rates, charges, and fees shall be applicable to service pursuant to this Agreement except during the specified term of a discounted or Negotiated Rate to which Shipper and Transporter have agreed. Provisions governing such discounted rate shall be as specified in the Discount Confirmation to this Agreement. Provisions governing such Negotiated Rate and term shall be as specified on an appropriate Statement of Negotiated Rates filed, with the consent of Shipper, as part of Transporter's Tariff. Transporter and Shipper have agreed to a Negotiated Rate.
6. Notice. Unless otherwise required in the Tariff, all notices shall be in writing and mailed to the applicable address below or transmitted via facsimile or electronic mail. Shipper or Transporter may change the addresses or other information below by written notice to the other without the necessity of amending this Agreement:

Transporter:

Florida Southeast Connection, LLC  
601 Travis Street, Suite 1900  
Houston, TX, 77002  
Facsimile: 713-225-1464  
Telephone: 713-374-1559 and 713-236-3625  
Attention: Daniel Humble and Lisa Vargas  
Electronic Mail: daniel.humble@nexteraenergy.com; lisa.vargas@nexteraenergy.com

Shipper:

Florida Power & Light Company  
700 Universe Blvd.  
Juno Beach, FL, 33408  
Facsimile: 561-625-7197  
Telephone: 561-625-7012  
Attention: EMT Gas Operations

With additional copy to:  
Florida Power & Light Company  
700 Universe Blvd. [EMT/JB]  
Juno Beach, Florida, 33408  
Attn: EMT Contract Administration  
Phone: 561/691-7886  
Facsimile: 561/625-7567  
Electronic Mail: emtcontracts@fpl.com

7. The interpretation and performance of this Agreement shall be in accordance with the laws of the State of Florida, excluding conflicts of law principles that would require the application of the laws of a different jurisdiction.

**IN WITNESS WHEREOF**, the parties hereto have caused this Agreement to be signed by their respective Officers and/or Representatives thereunto duly authorized to be effective as of the date stated above.

SHIPPER

TRANSPORTER

Florida Power & Light Company

Florida Southeast Connection, LLC

By: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

FORM OF SERVICE AGREEMENT  
(APPLICABLE TO RATE SCHEDULE FTS)  
(continued)

EXHIBIT A

Point(s) of Receipt

Dated: \_\_\_\_ \_\_\_\_, 2018

To the Agreement under Rate Schedule FTS between Florida Southeast Connection, LLC (Transporter) and Florida Power & Light Company (Shipper) concerning Point(s) of Receipt.

The Primary Receipt Points available to Shipper:

Primary Receipt Point	Maximum Receipt Pressure	Minimum Receipt Pressure
FSC - Martin (300,000 Dth)	MAOP	850 psig
FGT - Martin (200,000 Dth) FGT - Palm Beach (200,000 Dth)	MAOP	850 psig

Signed for Identification

Transporter: \_\_\_\_\_

Shipper: \_\_\_\_\_

FORM OF SERVICE AGREEMENT  
(APPLICABLE TO RATE SCHEDULE FTS)  
(continued)

Exhibit B

Point(s) of Delivery

Dated: \_\_\_\_\_, 2018

To the Agreement under Rate Schedule FTS between Florida Southeast Connection, LLC  
(Transporter) and Florida Power & Light Company (Shipper) concerning Point(s) of Delivery.

Primary Point of Delivery	Maximum Delivery Pressure	Minimum Delivery Pressure
Riviera Plant	N/A	640 psig

Signed for Identification

Transporter: \_\_\_\_\_

Shipper: \_\_\_\_\_

FORM OF SERVICE AGREEMENT  
(APPLICABLE TO RATE SCHEDULE FTS)  
(continued)

Exhibit C

Transportation Quantities

Dated: \_\_\_\_\_, 2018

To the Agreement under Rate Schedule FTS between Florida Southeast Connection, LLC (Transporter) and Florida Power & Light Company (Shipper) concerning Transportation quantities.

**MAXIMUM DAILY QUANTITY (MDQ):**

Dth	Period
300,000 <sup>1</sup>	Commencement Date-June 30, 2042 or end of Secondary Term(s)

**MAXIMUM DAILY HOURLY QUANTITY (MDHQ):**

Dth	Period
10,000 <sup>2</sup>	Commencement Date - June 30, 2042 or end of Secondary Term(s)
9,000 <sup>3</sup>	Commencement Date – June 30, 2042 or end of Secondary Term(s)

Signed for Identification

Transporter: \_\_\_\_\_

Shipper: \_\_\_\_\_

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<sup>1</sup> The total MDQ allocated among the various receipt points shall not exceed 300,000 Dth/d  
<sup>2</sup> Applies to FSC - Martin for the first 200,000 Dth/d, ratable for the remaining 100,000 Dth/d  
<sup>3</sup> Applies to FGT - Martin and FGT - Palm Beach



Rate Schedule FTS \_\_\_\_\_  
Agreement/Contract No. 4002  
Dated: \_\_\_\_\_, 2018

\_\_\_\_ \_\_, 2018

Sam Forrest  
Vice President  
Florida Power & Light Company  
700 Universe Blvd  
Juno Beach, FL 33408

Re: Negotiated Rate Letter Agreement to  
FTS Service Agreement No. 4002 between  
FLORIDA SOUTHEAST CONNECTION, LLC and  
FLORIDA POWER & LIGHT COMPANY  
Dated \_\_\_\_\_ \_\_, 2018

Dear Mr. Forrest:

This Negotiated Rate Letter Agreement ("Agreement") specifies additional terms and conditions applicable to the referenced service agreement ("FTS Service Agreement") between Florida Southeast Connection, LLC ("Transporter") and Florida Power & Light Company ("Shipper"). Transporter and Shipper are hereinafter referred to individually as a "Party" and collectively as the "Parties". In addition, Transporter and Shipper are parties to that certain Precedent Agreement dated \_\_\_\_\_, with respect to the acquisition of the Martin-Riviera Lateral pipeline facilities ("Facilities") from Shipper that will make available the firm transportation capacity to provide service under the FTS Service Agreement on the Facilities ("Precedent Agreement"). This Agreement is subject to all applicable Federal Energy Regulatory Commission ("FERC") regulations. In the event the language of this Agreement conflicts with the FTS Service Agreement, the language of this Agreement will control. In the event the language of this Agreement conflicts with Transporter's FERC Gas Tariff currently in effect or any superseding tariff ("Tariff"), the language of the Tariff will control. Capitalized terms used but not defined herein shall have the meaning defined for such terms in the Precedent Agreement.

1. Transporter shall provide firm service under the Agreement from the Receipt Point(s) to the Delivery Point(s) listed in Exhibit A and Exhibit B of the FTS Service Agreement on the Facilities (the "Primary Points") executed in conjunction with this Agreement. The rates charged for this firm service on the Facilities are set forth on Exhibit 1 attached hereto.

(a) The Maximum Daily Quantity(ies) ("MDQ") and, if applicable, Maximum Daily Hourly Quantity(ies) ("MDHQ") associated with the firm service on the Facilities are as stated in Exhibit C of the FTS Service Agreement executed in conjunction with this Agreement.

(b) The negotiated rate(s) for each Primary Point is reflected on Exhibit 1 to this Agreement. In addition to the rate(s) set forth on Exhibit 1, Transporter shall charge, and Shipper shall pay and be responsible for, all other applicable charges Transporter is authorized to charge pursuant to its Tariff, except as otherwise agreed to herein.

(c) In consideration of the negotiated rate described above, during the term of this Agreement, Shipper will not file, initiate, or support any action filed pursuant to Section 5 of the Natural Gas Act against Transporter that would have the effect of reducing the specific rate(s) agreed to pursuant to this Agreement, and to the extent that any proceeding is initiated by Shipper, that the Mobile-Sierra Doctrine's "public interest standard" of review will apply.

2. The rates set forth in Exhibit 1 are applicable for firm transportation service on the Facilities utilizing the Primary Point(s) specifically listed in Exhibit A and Exhibit B of the FTS Service Agreement, up to Customer's MDQ and MDHQ, if applicable, as stated in Exhibit C of the FTS Service Agreement.

3. This Agreement shall be effective beginning on the Commencement Date and shall continue in full force and effect until June 30, 2042 (the "Primary Term"), subject to the applicable rates set forth on Exhibit 1. Upon at least one (1) year prior written notice by Shipper, this Agreement shall be extended for an additional five (5) years beyond the end of the Primary Term ("Secondary Term"), subject to the applicable rates set forth on Exhibit 1. Upon at least one (1) year prior written notice, Shipper shall have the right to extend this Agreement for two (2) additional five (5) year Secondary Terms, subject to the applicable rates set forth on Exhibit 1. Alternatively, at the end of the Primary Term or at the end of subsequent Secondary Terms, Shipper shall be granted a contractual right of first refusal to be exercised in accordance with the Tariff.

4. The rates set forth herein shall remain in effect for the Primary Term and any Secondary Term of this Agreement without regard to any changes that may occur to Transporter's maximum/minimum rates. If at any time FERC (or a governmental authority) disallows, modifies or conditions approval of any provision of this Agreement and such disallowance, modification or condition has an adverse effect upon a Party, then, upon written notification from one Party to the other, Shipper and Transporter shall negotiate in good faith terms and conditions (including, without limitation, a discounted rate) in order to preserve the economic value to the Parties over the term of this Agreement. Shipper shall be responsible for paying the negotiated rates set forth in Exhibit 1, which rates include all usage charges (inclusive of \$0.00 variable fuel rate) and all governmental surcharges (including ACA). Shipper shall be responsible for any additional surcharges, other than ACA, that are mandated by the FERC or other governmental authority. Transporter shall have the unilateral right to file with the appropriate regulatory authority and make changes effective in the filed rates, charges, and services in the Tariff, including both the level and design of such rates, charges and services and the general terms and conditions therein.

5. Except as otherwise provided in FERC's regulations, this Agreement may not be assigned without the express written consent of the other Party. Any assignment shall be in accordance with the Tariff and FERC regulations. Such consent shall not be unreasonably withheld, conditioned or delayed. Any assignment made in contravention of this paragraph shall be void at the option of the other Party. If such consent is given, this Agreement shall be binding upon and inure to the benefit of the Parties and their successors and assigns.

6. In the event any provision of this Agreement is held to be invalid, illegal or unenforceable by any court, regulatory agency, or tribunal of competent jurisdiction, the validity, legality, and enforceability of the remaining provisions, terms or conditions shall not in any way be affected or impaired thereby, and the term, condition, or provision which is held illegal or invalid shall be deemed modified to conform to such rule of law, but only for the period of time such order, rule, regulation, or law is in effect.

7. This Agreement shall be governed by and construed under the laws of the State of Florida, excluding any provision that would direct the application of the laws of another jurisdiction.

If Shipper agrees with the terms and conditions, please so indicate by signing the duplicate originals in the appropriate spaces provided below and returning the originals to Transporter.

Very truly yours,

**FLORIDA SOUTHEAST CONNECTION, LLC**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

ACCEPTED AND AGREED TO this \_\_\_\_ day of \_\_\_\_\_, 2018

**FLORIDA POWER & LIGHT COMPANY**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

ATTACHMENT B

EXHIBIT 1

\$/Dth			
	Begin	End	MDQ 300,000 Dth
Primary Term	7/1/2018	6/30/2019	
	7/1/2019	6/30/2020	
	7/1/2020	6/30/2021	
	7/1/2021	6/30/2022	
	7/1/2022	6/30/2023	
	7/1/2023	6/30/2024	
	7/1/2024	6/30/2025	
	7/1/2025	6/30/2026	
	7/1/2026	6/30/2027	
	7/1/2027	6/30/2028	
	7/1/2028	6/30/2029	
	7/1/2029	6/30/2030	
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	7/1/2035	6/30/2036	
	7/1/2036	6/30/2037	
	7/1/2037	6/30/2038	
	7/1/2038	6/30/2039	
7/1/2039	6/30/2040		
7/1/2040	6/30/2041		
7/1/2041	6/30/2042		
Extension Option #1	7/1/2042	6/30/2043	
	7/1/2043	6/30/2044	
	7/1/2044	6/30/2045	
	7/1/2045	6/30/2046	
Extension Option #2	7/1/2046	6/30/2047	
	7/1/2047	6/30/2048	
	7/1/2048	6/30/2049	
	7/1/2049	6/30/2050	
Extension Option #3	7/1/2050	6/30/2051	
	7/1/2051	6/30/2052	
	7/1/2052	6/30/2053	
	7/1/2053	6/30/2054	
	7/1/2054	6/30/2055	
	7/1/2055	6/30/2056	
	7/1/2056	6/30/2057	

## Schedule 6

### Representations and Warranties

1. **Compliance with Laws.** With respect to the operation of the Purchased Assets by Seller before the Effective Time, Seller has been in compliance in all material respects with each law applicable to Seller's operation of the Purchased Assets.
2. **Taxes.** Seller has filed all tax returns that are required to be filed and has paid all taxes that have become due under the tax returns or under any assessment that has become payable or for which Buyer may otherwise have any transferee liability. All monies required to be withheld by Seller from employees for income taxes and social security and other payroll taxes have been collected or withheld and either paid to the respective governmental bodies or set aside in accounts for such purpose.
3. **Litigation.** There are no claims or suits pending against the Seller that may have a material effect on the Purchased Assets. There are no judgments, decrees, orders, writs, injunctions, rulings, decisions, or awards of any court or governmental body to which the Seller is a party or is subject that will have a material effect on the Purchased Assets.
4. **Title.** Seller has good title to the Purchased Assets.
5. **Corporate Power and Due Authorization.** Seller and Buyer each have the corporate power and capacity to enter into and to perform their obligations under this Agreement. The execution, delivery and performance of this Agreement have been duly authorized by all necessary corporate or other actions of Seller and Buyer.
6. **Binding Obligation.** This Agreement constitutes a legal, valid and binding obligation enforceable against each of Seller and Buyer in accordance with its terms, subject only to bankruptcy, insolvency, liquidation, reorganization, moratorium and other similar laws generally affecting the enforcement of creditors' rights, and to the fact that equitable remedies, such as specific performance and injunction, are discretionary remedies.
7. **No Violation, Breach or Conflict.** The execution and delivery by Seller and Buyer of this Agreement and the performance of their obligations under this Agreement do not or will not result in a violation or breach of or create a default under any of their organizational documents; any Applicable Law; or any contract or covenant by which either is bound.
8. **No Litigation.** Neither Seller nor Buyer is a party to any action, litigation or other proceeding in progress, pending or, to its knowledge, threatened against it that challenges the validity of this Agreement.