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FPSC-COMMISSION CLERK

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3	FPL RC-12									
1 4 1										
4 (Office		Bandwidth	AT&T	Fibernet					
5 0	General Office (GO)	GO	1G							
6]	Juno Beach (JB)	JB	1G							
7 (Gaithersburg		DS-3							
8 (Customer Service East (CSE)	CSE	DS-3							
9 5	South Florida Dispatch (SFD)	SFD	100M							
10 V	West Dade Service Center	MWE	10M							
11 F	Royal Palm Service Ctr	RP1	10M							
12	Cutler Plant	PCU	10M							
13	Turkey Point Plant (PTN)	PTN	100							
14 L	LeJeune/Flagler Office (LFO)	LFO	100				If Fibernet	is lower, th	en we are u	sing them
15	St.Lucie Plant (PSL)	PSL	100							
16	Sarasota Dispatch (SS2)	SS2	100							
17	Daytona Dispatch (DY1)	DY1	DS-3 (no ethe)							
18	West Palm Dispatch (WP3)	WP3	100							
19 F	Fort Myers Plant (PFM)	PFM	10M/DS3							
20 1	Turkey Point Fossil (PTF)	PTF	10M							
21 0	Cape Canaveral Plant (PCC)	PCC	10M							
22 E	Brevard Service Center	ML3	10M							
23 0	Customer Service North (CSN)	CSN	10M/DS3							
24 9	Sanford Plant (PSN)	PSN	10M							
25 L	Lake City Service Center	LC	10M				Blank - Fib	ernet not a	ble to provid	de service
26 F	Riviera Plant (PRV)	PRV	10M							
27	Martin Plant Land Util (PMR)	MRU	10M/DS3							
		PMT	10M							
29 P	Port Everglades Plant (PPE)	PPE	10M							
30 F	Fort Lauderdale Plant (PFL)	PFL	10M							
31 A	Area Office Broward (AOB)	AOB	10M							(
32 0	Gladiolus Service Center	FM4	10M/DS3							
33 0	Ortiz Service Center	FM3	10M/DS3							
34 1	Naples Service Center	NA1	10M/DS3							

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2	FPL RC-12								
3									
4	Office		Bandwidth	AT&T	Fibernet				
35	Labelle Service Center	LB1	10M/DS3						
36	Bonita Springs Service Ctr	BS1	10M/DS3						
37	Southern Div Transmission	MTN	10M	_					
	Princeton Service Center	PNC	10M	_					
	Dade South Svc Center	DS	10M						
40	Miami Industrial S.C.	MND	10M						
41	Miami Beach Relay	MBT	10M						
42	Hialeah Office	HL	10M						
43	Hialeah Automotive	HL1	10M						
44	Titusville Service Center	TI1	10M						
	Merritt Island Service Ctr	CM1	10M	_					
46	Brevard Aquarina	AQ	10M						
	Melbourne Relay	ML2	10M						
	Putnan Plant	PPN	10M						
49	Palatka Service Center	PL1	10M						
50	Granada Svc Center	DY5	10M/DS3						
51	Duval Service Center	BL1	10M						
_	Ormond Beach Svc Ctr	DY4	10M/DS3						
53	Sanford Service Center	SN1	10M	_					
54	Sanford Land Utilization	SNR	10M						
55	Delray Beach Service Ctr	DR	10M						
56	Corbit Substation	COR	10M						
57	Rangeline Service Center	DR1	10M						
58	Okeechobee Service Ctr	OK1	10M	_					
59	Emergency Operatios Ctr	EOF**		_					
	Palm Beach Airport	PBI	10M						
61	Jupiter Service Center	JP1	10M						
62	Lake Park Service Center	LPS	10M						
	Physical Dist. Center	PDC	100M						
	Belle Glade Service Ctr	GL1	10M						
_	Stuart Walton Svc Ctr	SRV	10M						
66	Sable Shop	SSS	10M						

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67	Sebastian Meter Reading	SEB	10M							
	Indiantown Central	INV	10M							
69	Stuart Monterey	SRV	10M							
70	Martin Plant Land Util		10M							
71	Mac Clenny Service Ctr	MC	10M/DS3							
	Callahan Service Center	CA	10M							
73	Starke Service Center	SK1	10M/DS3							
74	Jacksonville Electric	JEA	10M							
75	Live Oak Service Center	LO	10M							
76	Arcadia Service Center	AR1	10M							
77	Toledo Blade Service Ctr	TB1	10M							
78	Englewood Svc Center	EN1	10M							
79	Bradenton Service Center	BA	10M							
80	Manatee Pipeline	-	10M							
81	Wingate Service Center	FL3	10M							
82	Broward Service Center	FL2	10M							
83	Andy Town Sub		10M							
84	Conservation Substation	CON	10M							
85	Central Broward Svc Ctr	FL4	10M							
86	Pompano McNab Svc Ctr	SEA	10M							
87	Hollywood Office	НО	10M	,						
88	North Broward Bus Office	NBM	10M							
89	Fort Myers Service Ctr	FM	10M/DS3							
90	Golden Gate Service Ctr	NA2	10M/DS3							
91	Perrine Service Center	MPE	10M							
92	Miami Central Svc Ctr	MCE	10M							
93	Miami North East Svc Ctr	MNE	10M							
94	Richmond Service Center	MRI	10M							
95	Equipment Repair Center	ERC	10M							
96	Cocoa Service Center	CO1	10M							
97	Daytona Meters	DY2/DYM	10M/DS3							
98	Port Orange Service Ctr	PO1	10M/DS3							

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4	Office		Bandwidth	AT&T	Fibernet					
99	Flagler Service Center	BN1	10M/DS3							
100	Boynton Beach Svc Ctr	BB1	10M							
101	Boca Raton Service Ctr	DRP	10M							
102	Stuart Service Center	SR1	10M							
103	Midway Service center	FP1**	10M							
104	St Lucie Service Center	FP2	10M							
105	Tallahassee Office	TAL	10M/DS3							
106	St Augustine Svc Ctr	SA1	10M							
107	Area Office West (AOW)	AOW	10M							
108	Venice Service Center	VE1	10M							
109	Punta Gorda Service Ctr	PG	10M/DS3							
110	Whitfield Service Center	BA2	10M							
111	Clark Service Center	SS5	10M							
112	Gulfstream Service Center	HO1	10M							
113	Pompano Beach Svc Ctr	PM1	10M							
114	St Johns Service Center	PL2	10M							

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PAGES OPC 006444 THROUGH OPC 006479 ARE CONFIDENTIAL IN THEIR ENTIRETY

PAGES OPC 006484 THROUGH OPC 006487 ARE CONFIDENTIAL IN THEIR ENTIRETY

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Page 1 of 3 Purchase Order

Vencior Number 25 Information .733450 Address 4600591573 PO Number Date 07/14/2010 Attention Mike Dudash 561-542-9452 cel FPL READI POWER LLC Phone **2530 N ANDREWS AVENUE EXT** 954-590-3256 Fax 7 POMPANO BEACH FL 33064 Validity End Date 09/01/2010 8 Incotorms Dest. Frt Prepaid & Allowed .9 Ship To: FPL TURKEY POINT FOSSIL PL'F PTF-0926 9700 SW 344TH STREET HOMESTEAD FL 33035 10 Tax Code: 50 - Exempt per FI Statute 212.08 11 13 **Payment Terms** Not 48 Days C/O Jason Whitelooke 305-242-3818 14 Item Miaterin/Description 15 omantay MM Ndt. Priou-Net Amount 16 17 18 19 20 21 2P 33 ŻЬ The FPL Company Representative is Mr. Jason 27 Whitelocke, phone: 305-242-3818, email: 28 Jason.whitelocke@fpl.com. 29 30 The FPI, Technical Representative is Mr. Keith Mazur, phone: 561-691-3089, email: kolth.mazur@fpl.com. . 31 The Supplier Company Representative is Mr. Michael 792 Dudesh, phone: 561-542-9452, email: 303 mike.dudash@fpl.com. 34 ઝજ AUTHORIZED If further information is required call 36 37 SIGNATURE Agent: INGRID ORLANDO PATE: Ugo 10 Phone: 561-694-3966 au 'n This Purchase Order is subject to the attached, or previously provided, terms and conditions. Shipment of the goods or commencement of work by the supplier will constitute acceptance of all of these terms and conditions. 38 351 10



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Page 3 of 3 Purchase Order

4500591573 FPL READI POWER LLC

	No.				2010
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4		acknowledgement is acceptable.			
5	0010		1 LE		
		Supplier shall provide the following in accordance with	1 44		
67		the attached specification:			
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14 15					
16				-	
16 19					
20					
21 92 23				-	
23 24					
25		Total Lump Sum Price = <u>\$28,400</u>			
26		Above price includes freight,			
27 38		Internal Acct Pist: 1229-70-311.000-926-676			
29 20		Attachments: Standard Terms and Conditions for Materials, Rev			
31		5/25/10 Appendix A - Emergency Generators and LP Gas			
333333		System Scope of Work and Specification for Turkey Point Fossil, dated 7/9/10			
35 35 37		co: Gary Andersen			
37		Bob Lippman Kelth Mazur			
90		Jason Whitelocke			
		•			

OPC 006490 FPL RC-12



Page 1 of 3 Purchase Order

10345678	Addrees Addrees FPL READI POWER LLC 2530 N ANDREWS AVENUE EXT POMPANO BEACH FL 33064	PO Number Date Attention Phone Fax Validity End Date Incoterms	4500483482 01/26/2009 Mike Dudash 561-542-9452 cel 954-590-3256 04/30/2009 Dest. Frt Prepaid & Allowed
9 1010131	Ship To: FPL WEST COUNTY ENERGY CENTER PWC-0943 20505 STATE ROAD 80 LOXAHATCHEE FL 33470 C/O Tim Bryant E61-904-4915	Payment Terms	ot per F) Statute 212,08 6 Days

5 67 8 9			OXENER: SA	9 06 - 20 80 P)	
20 21					
23752627	*				
28 29		The FPL Company Representative is Mr. Tim Bryant, phone: 561-904-4915, email: tim_bryant@ipl.com.			
39 31, 32		The Supplier Company Representative is Mr. Michael Dudash, phone: 561-542-9452, email: mike_dudash@ipi.com.			
33 34 35		Changes in the scope of this Purchase Order will be performed only upon receipt of an authorized Purchase Order Change from FPL's integrated Supply			
36 37 38	Agen	ther information is required call 1: INGRID BOLT 3: 561-694-3966	ITHORIZED GNATWIRE	igult	1 DATE: 1/27/09
37 41	the	s Purchase Order is subject to the attached, or previous goods or commencement of work by the supplier will a ditions,			

OPC 006493 FPL RC-12



Page 3 of 3 Purchase Order

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4500483482 FPL READ) POWER LLC

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2		Price breakdown:			
3	0010	WCEC Hurricane Shelter Gen & LP Gas Sys	1 LE		
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11					
13					
15					
16					
196					
20		Total Lump Sum Price = <u>\$52,145</u>			
21		Above price includes freight.			,
22 23		Internal Acct Dist: 7934-70-341.000-943-790			
24 25		Attachments:			
26		Standard Terms and Conditions for Materials, Rev 1/1/08			
27 29		Appendix A - Emergency Generators and LP Gas System Scope of Work and Specification for West County Energy Center, dated 1/15/09			
		co: Tim Bryant			
ゆうみろ		Fred Cunningham Keith Mazur			
37		Rebecca Fitzgerald			
		-			

PAGES OPC 006496 THROUGH OPC 006529 ARE CONFIDENTIAL IN THEIR ENTIRETY

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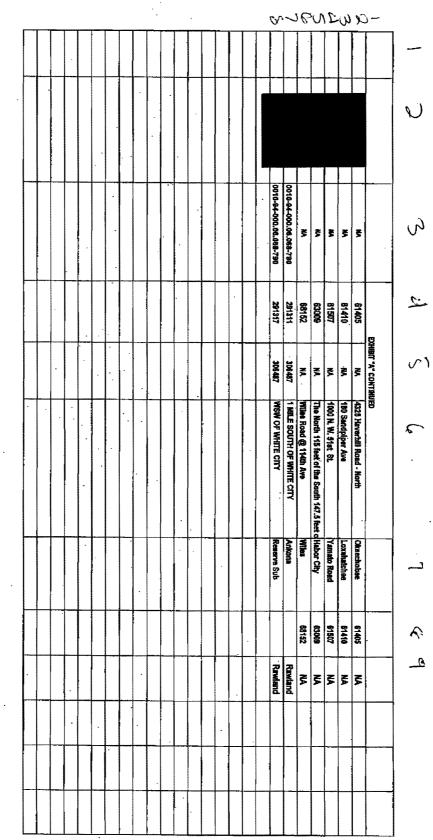
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31			009-94-000.060-068-790	91165	7504	4300 Weston Rd	Davie	M103XC012	15213		1	
5			009-94-000,060-068-790	305854	7529	11102 W. Commercial Blvd	Sunries	M103XC014	143T7			
			009-94-000.060-068-790	91165	7178	R/O 6110 Turtle Creek Drive	Coral Springs	M103XC018	81T3			
67			009-94-000.060-068-790	305854	7501	6430 S.W. 188th Ave	Ft Lauderdale	M103XC023	B173T3			
à			009-94-000.080-068-790	91165	7617	6891 S.W. 148th Ave	Davie	M103XC026	15511	·		
			009-94-000.060-068-790	91165	9529	9393 Jog Road	Boynton Beach	M103XC050	17773	<u>.</u> .	ļ	
10			009-94-000.060-068-790	305854	9530	R/O 3150 Fakiane Farms Road	Weilington	M103XC051	5218			
1 IL	J		009-94-000.060-068-790	305854	9515	10018 Spanlah laine Bivd	Boca Raton	M103XC090	36T3		<u></u>	<u></u>
12			009-94-000.060-068-790	305854	9516	Bocs Woods Country Club	Boca Raton	M103XC123	3118		<u> </u>	<u> </u>
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<u>н</u>			009-94-000.060-068-790	ļ	9535	R/O 9406 S. 93 Lane,	Boynton Beach	MIO3XCO53	18014		<u> </u>	ļ
i D			009-94-000.060-088-790			14250 S.W. 112 Street	Kendall	M113XC261	NA		ļ	ļ]
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17			XA	60402	NA	11700 Miramer Parkway	Miramar	60402	NA			
18			NA .	80407	NA	5772 N. W. 69th Way	Parkland	\$0407	NA .		L	
2.19			KA	80506	NA	2805 NW 125th Streat	Pt. Said	60506	NA			
20	·		NA.	60802	MA	9501 S. W. 190th Ave	Kendall East	50802	NA			
21		3	NA ·	60900	MA	5680 6. W. 160th Ave	Sheridan West	60900	NA			
22			, KA	60902) NA	14601 W. Sunrise Blvd	Sunrise North	80902	NA			
83	,		XA.	60903	· NA	10901 Southgats Blvd	Sawgrass	80903	NA			
24			KA.	· 60906	NA	6500 S. Flamingo Road	Stonebridge	60906	NA			
25	·		NA.	81005	NA	4501 Lyons Road	Coconut Creek	61005	NA			
Âo			NA	61008	NA	\$1088 Rock inland	Margate	61908	NA			
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FiberNet							•	
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Andress: City, State, Zip Code:	7250 W. Flagler St. Miami, Fla. 33174			Billing Ad		19256 W.	Flagler St.	
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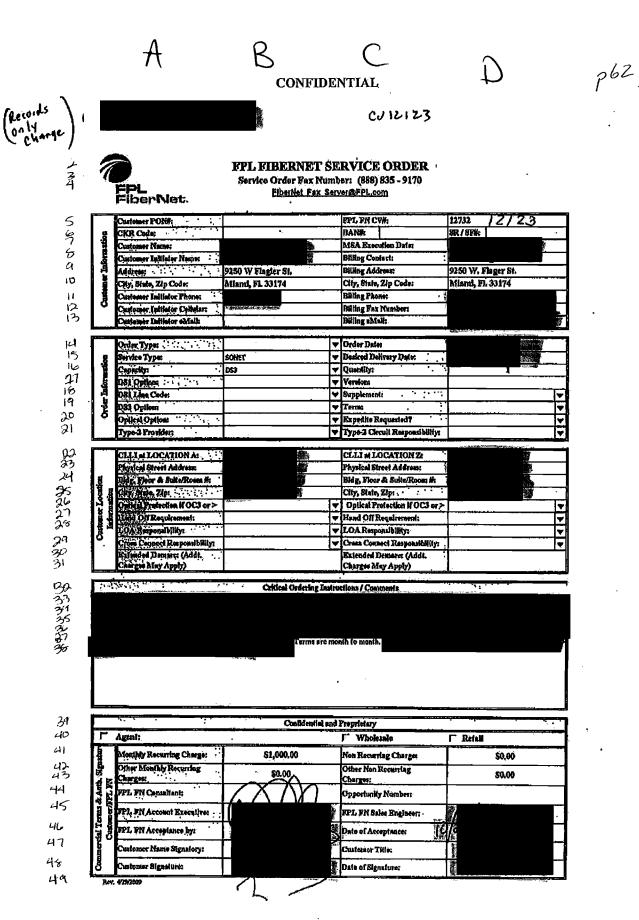
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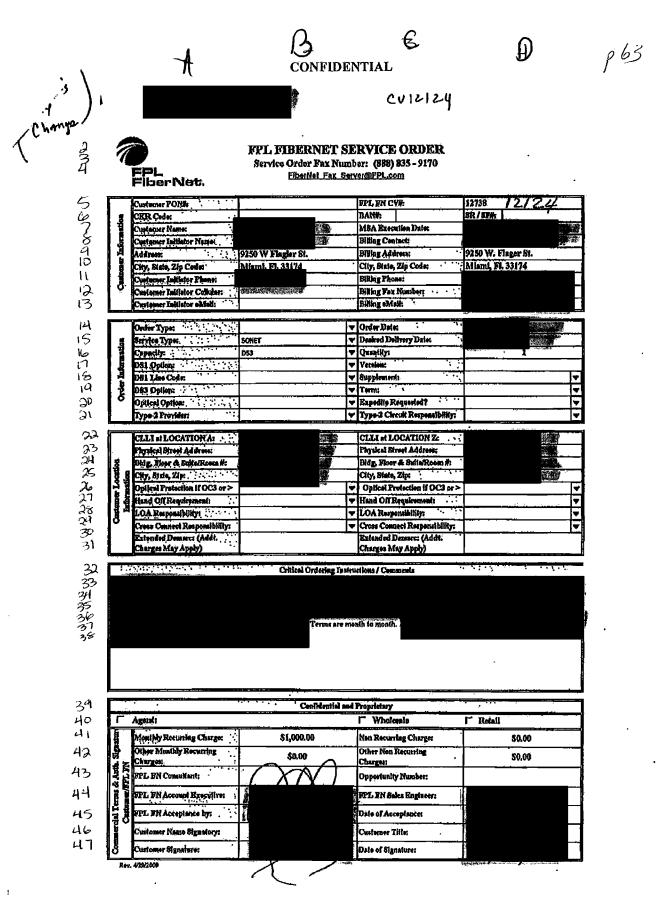
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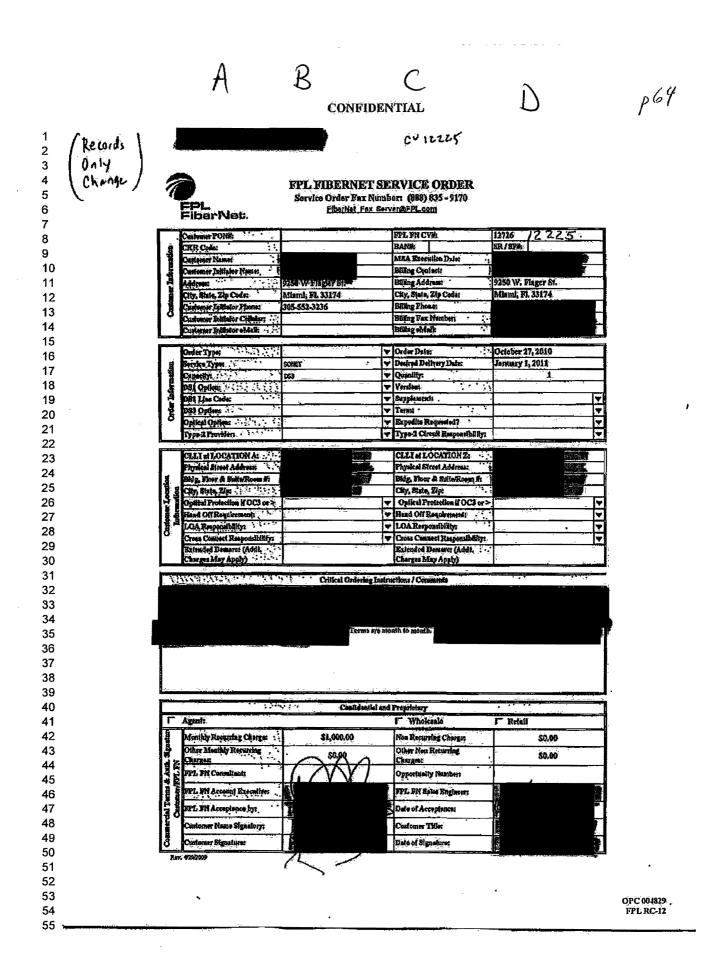
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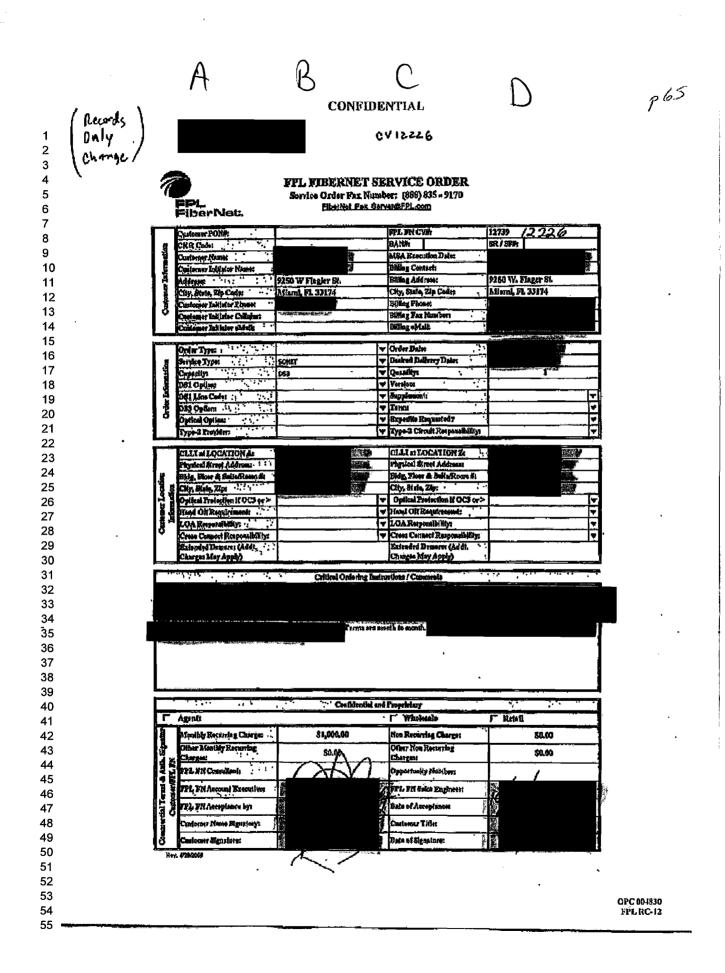


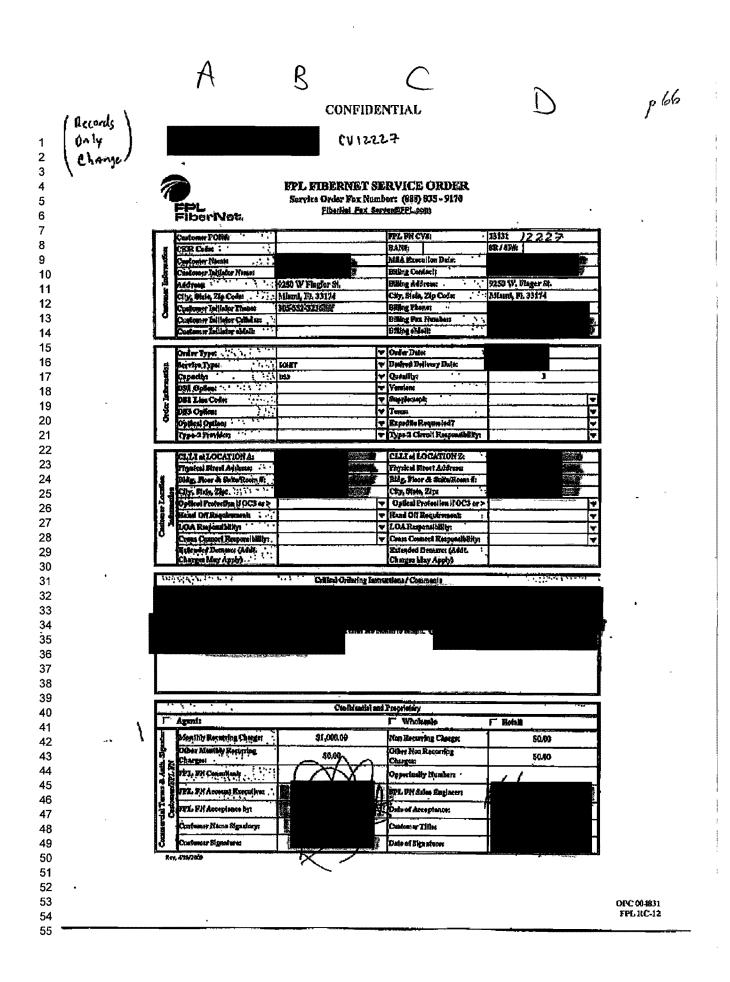
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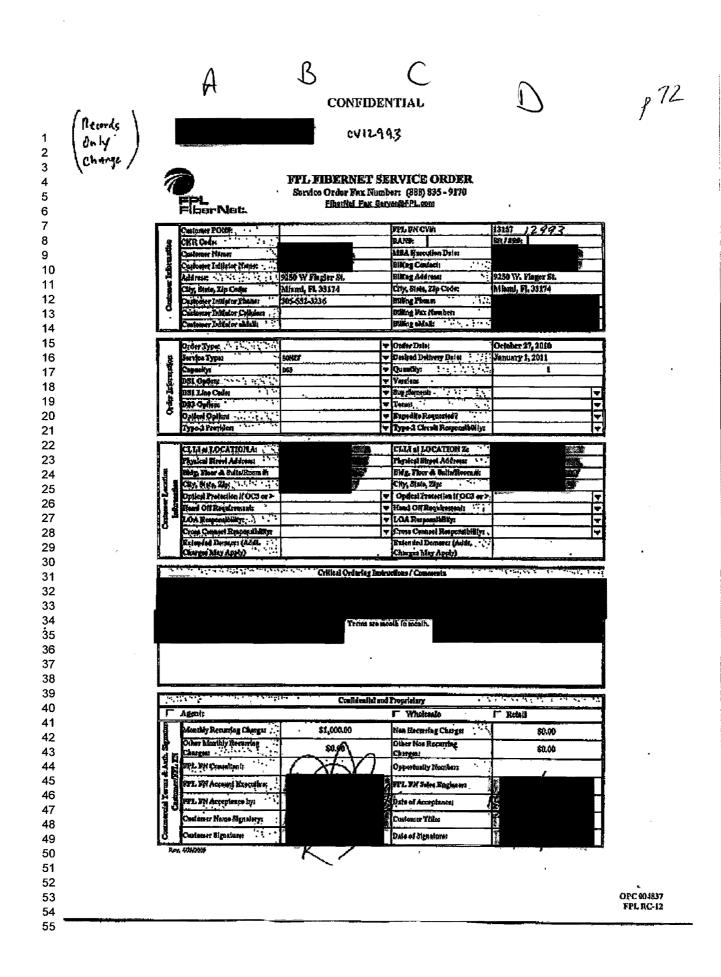


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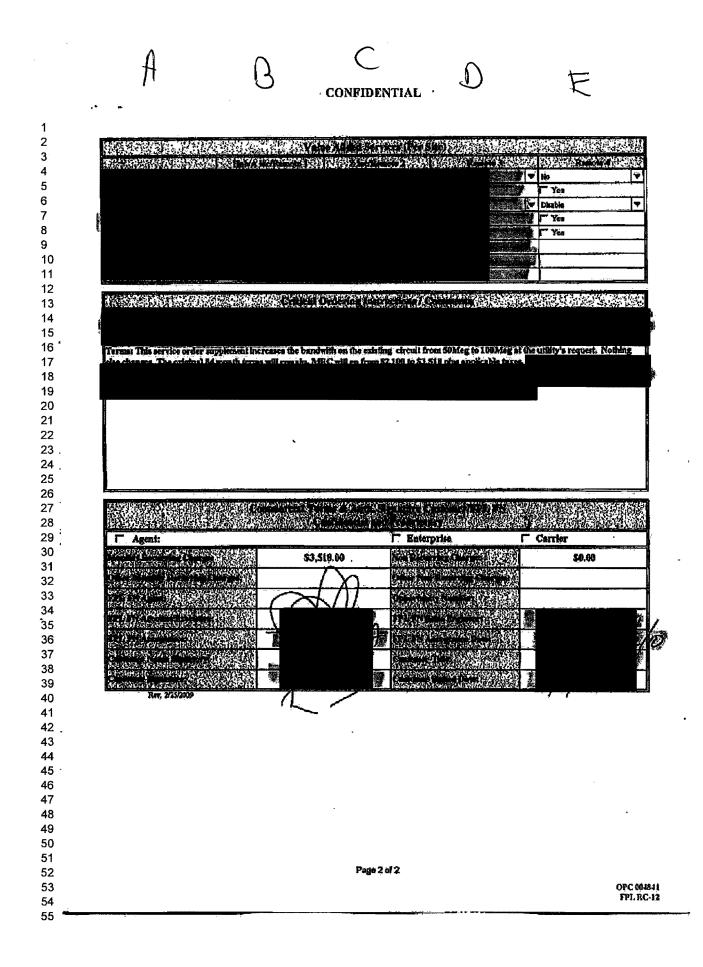


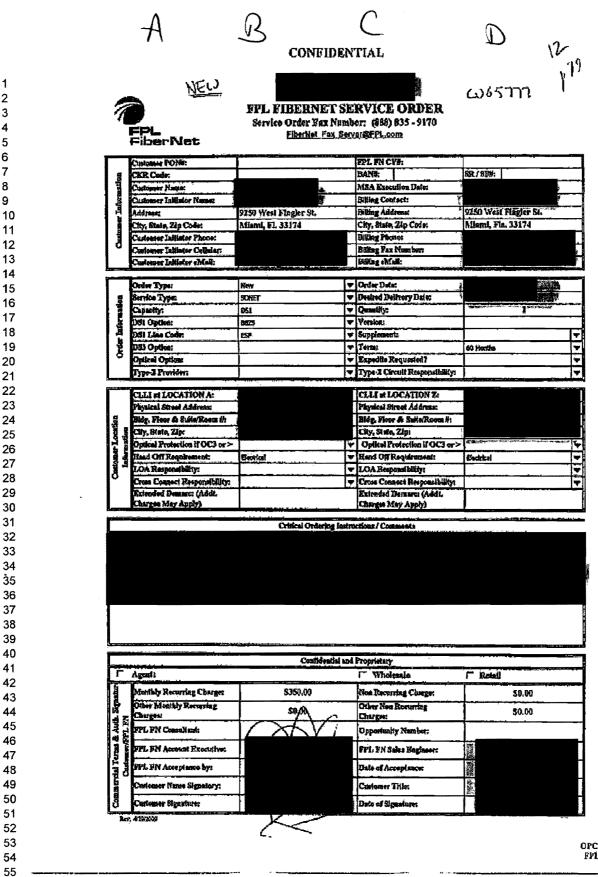




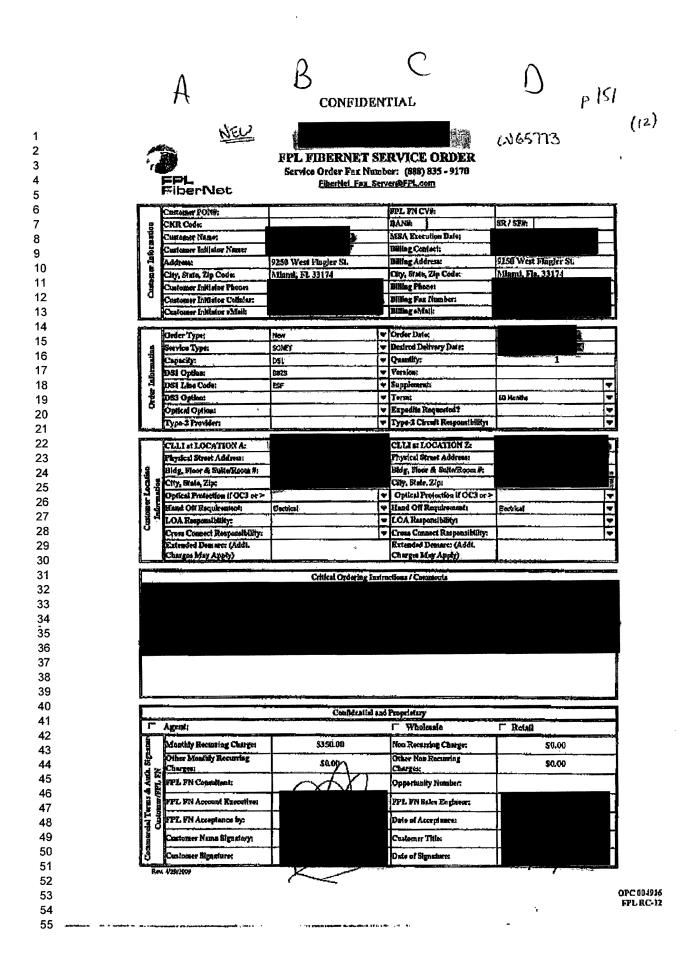


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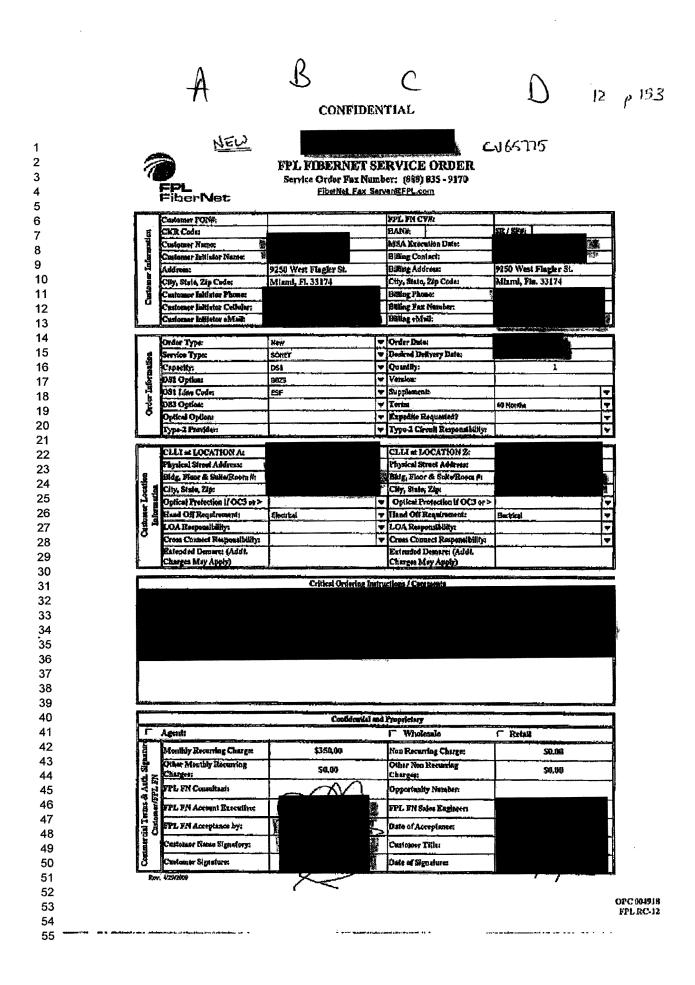


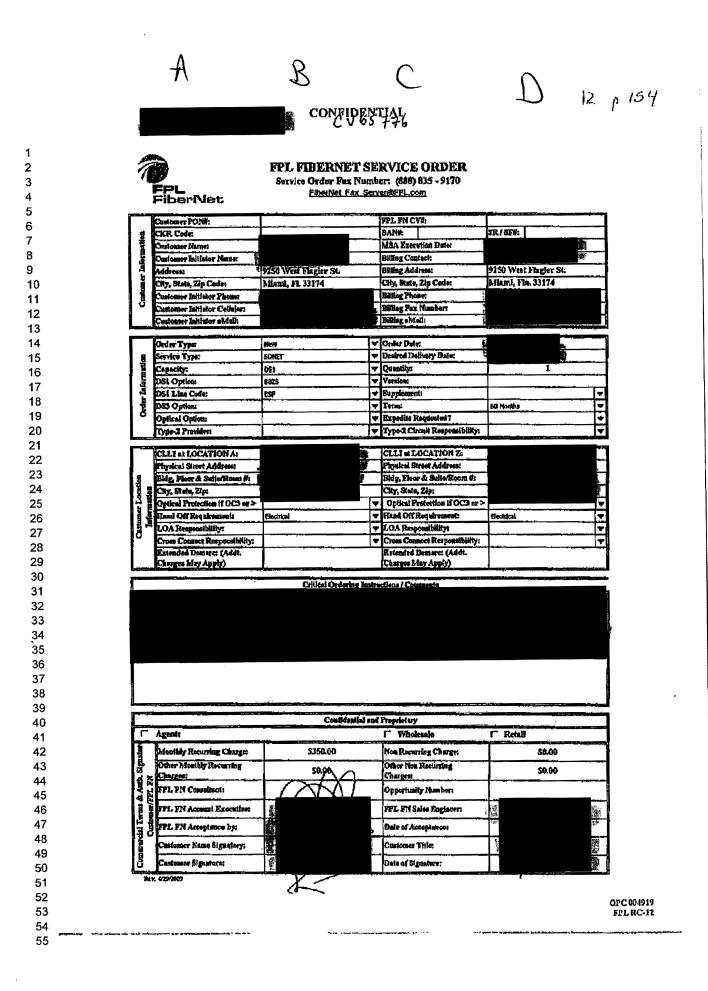
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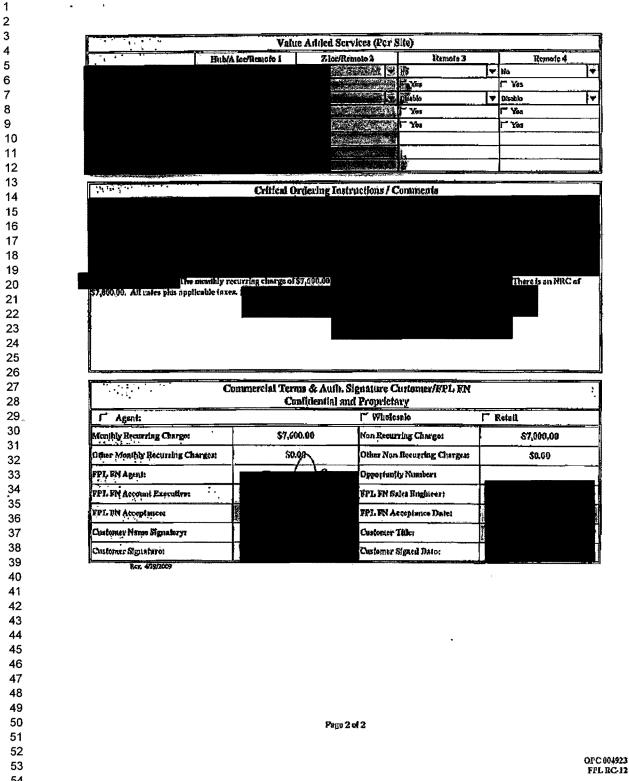
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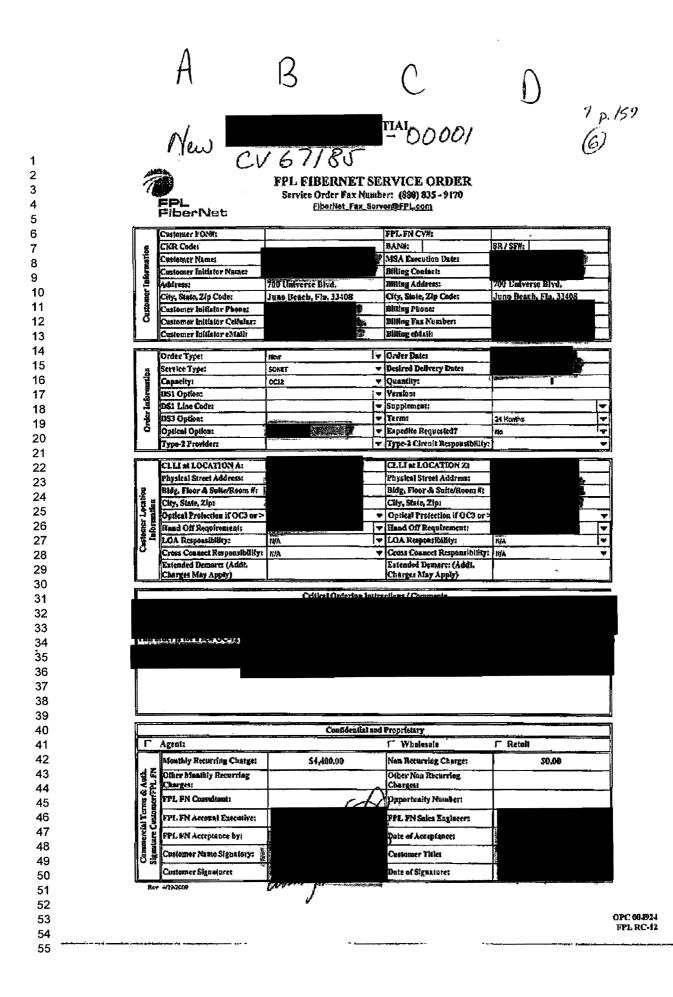
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Acceptance of Capacity. When Provider believes that a Service is ready for use by 3.6. 2 Customer, Provider shall conduct Acceptance testing. The test shall be coordinated and performed by Provider. If the test results demonstrate that the Capacity and quality meet the requirements in Exhibit A, Provider shall give electronic notice to Customer ("Connection Notice") attesting to compliance of the Service to the specifications contained in Exhibit A. If Customer delivers to Provider, within two (2) business days after Customer's receipt of the Connection Notice, notice specifying non-conformance of the Service with the specifications contained in Exhibit A as demonstrated by the test results, Provider shall promptly undertake appropriate corrective action and 9 the testing and Acceptance process shall be repeated. If Customer fails to deliver such notice within said two (2) business day period, Customer shall be deemed to have Accepted the subject Service 10 I1 and shall be the date of Acceptance for that Service. The date upon which monthly recurring 12 charges shall accrue for a Service (the "Service Commencement Date") shall be equivalent to the 13 date of Acceptance unless otherwise handled through the allocation methodology of annual capacity

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#### **ARTICLE IV - PAYMENT, TAXES AND OTHER FEES OR PERMITS**

Pricing. Unless otherwise agreed to in writing by the Parties, and for so long as the 4.1. 16 Parties are affiliates within the meaning of applicable rules and regulations of the Florida Public 17 18 Service Commission ("FPSC"), Customer shall pay Provider for Services at the Price, except as 19 otherwise may be established by final order of the FPSC, in which case the terms of said final order 20 shall apply. At such time, if any, that the Parties cease to be affiliates under relevant FPSC rules or regulations, the pricing or methodology of pricing then in effect shall continue to apply for a period 21 of thirty-six (36) months during which time the Parties agree to negotiate in good faith to establish 22 pricing at then prevailing market rates. Provider shall send invoices or statement of allocation 23 24 impact to Customer with 90 days of the service provided.

x Non-Recurring Charges. The non-recurring charges ("NRCs") payable by Customer 4.2. 20 for each Service shall be stated in each Service Order and, unless otherwise specified in the Service 27 days after the Acceptance Date. Order, shall be payable within

Recurring Charge Invoices. Provider shall invoice Customer on a monthly basis for 4.3, 28 the monthly recurring charges ("MRCs") for each Service. Invoices shall be sent in advance of the 29 30 month to which the invoice applies and shall be paid by Customer within of the 31 date of such invoice. Should the Customer dispute any of the charges on its monthly invoice, it shall 32 notify Provider of such disputed charges in writing. The notice shall set forth all details concerning 33 the disputed charges and reasons for the dispute. Provider and Customer shall attempt in good faith अ to resolve any objection to the invoiced amount prior to the payment due date. If the disagreement 35 cannot be resolved prior to the payment due date, Provider will deliver to Customer an interim 36 invoice in respect of the undisputed amount and Customer shall pay the invoiced amount minus the 37 disputed amount on the due date of original invoice. Customer may deliver notice disputing previously paid charges no later than 38 days after date of the invoice. If the 39 dispute is subsequently resolved in favor of Provider, Provider shall re-invoice the disputed amount 90 owed then, including interest at the rate specified in Section 4.4 from the original due date, and 41 Customer shall pay all amounts agreed or found to be owing to Provider within days 42 of the date of the reissued invoice.

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Remittance. Payments shall be made by Wire Transfer via the banking information 4.4. below which can be updated by Provider by providing written notice to Customer.

3	Bank of America
4	Houston, Texas
5	ABA #111000012
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Setoff Rights. Customer shall be entitled at all times to set-off any amount due from 4.5. Provider against any amount payable by Customer to Provider.

Taxes. Customer shall be responsible for any applicable federal, state or local sales, 4.6. D use, excise, gross receipts, universal service, or other taxes, fees, assessments or similar amounts in 11 connection with the Service furnished to Customer pursuant hereto. Customer shall pay all such 12 amounts directly to the taxing authority unless the taxing authority requires that Provider collect and 13 remit payment, in which event Customer shall pay said amounts to Provider and Provider shall remit 14 such amounts to the authority. Customer represents and warrants that all Services purchased 15 hereunder are being purchased for use by Customer. Customer agrees that if Customer resells any 16 part of the Service, by itself or as part of another service offered by Customer, to any end user, 11 Customer shall notify Provider of such resale and shall collect and remit all universal service fees 18 due with respect to such services sold by Customer and shall file all applicable reporting forms. To 19 the extent legally permitted, Provider may seek to reduce its universal service payments on the 20 21 Services to reflect the extent of their resale to end users by Customer. Customer and Provider shall 27 cooperate in taking all reasonable actions necessary to minimize, or to qualify for exemptions from, 23 any such taxes, duties or liabilities, including the furnishing of certifications that purchases by 24 Customer are for purposes of resale. Customer shall provide all information to Provider of any 25 exemption of sales, use or other tax claimed by Customer and shall immediately notify Provider of 26 any change in Customer's tax status.

Protest. Customer and Provider shall each have the right to protest or appeal any tax 27 4.7. or charge assessed against it by any taxing authority. 28

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#### **ARTICLE V - SERVICE INTERRUPTIONS AND CREDITS**

5.1. Allowance for Interruption of Service. Customer shall be entitled to a credit for periods of Service Outage for the portion of the Market Services which is affected. For the purpose of determining the amount of allowance, every month is considered to have 30 days and only those sites affected by the Service Outage shall be considered in determining the number of sites affected.

Notice and Measurement. Service Outages shall be measured from (a) the earlier of 5.2. the time Customer notifies Provider that a Service Outage has occurred or the time the Provider becomes aware of the outage to (b) the time of restoration which is confirmed by the Customer. For notice purposes, Customer may notify Provider by telephone, telefax, courier or any such similar expedited notice mechanism. Exhibit D to the Agreement provides the Provider's points of contact in the event of a Service Outage, provided that Provider may amend the points of contact set out in ZA

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Service on the Provider side of the Point of Demarcation are the responsibility of Provider, and Provider will maintain all such equipment, including P&C Fibers. 2

The Customer shall have the option to request that the Provider, at the Customer's expense 30567 and on "best efforts" verses SLA measurements, provide troubleshooting services on the Customer's side of the Point of Demarcation. The Customer shall also have the option to request that the Provider, at the Customer's expense, assist with the connection to the Provider's tie cable at given sites to facilitate service. For the avoidance of doubt, any assistance provided by the Provider will not change the original Point of Demarcation.

9 6.4. Off-Net Monitoring. Customer acknowledges that Provider has no ability independently to test or maintain Service between any locations related to Off-Net Services. 0 Consequently, if Provider provides such Service, then, notwithstanding anything in this Agreement 1) to the contrary, Provider's entire duty with respect to such Service shall be to use commercially 12 reasonable efforts to cause the provider thereof to test and maintain such Service in accordance with 13 Provider's specifications, and Customer shall not be entitled to any Service Outage credit or 14 damages of any kind from Provider for any outage of Off-Net Services, except to the extent provided K 16 above in Section 5.4.

17 6.5. Monthly Service Meetings. Provider will host monthly service meetings with the Customer to review monthly statistics regarding existing circuits, new requests, and outstanding 18 issues needing resolution and/or escalation. The Customer will present a vendor scorecard (see 15 120 21 Exhibit G) at each meeting that will summarize the Customer's satisfaction with various aspects of the business relationship. A Provider scorecard (see Exhibit H) will be presented at each meeting that will summarize the circuit information for the previous month. This data shall reflect not only 22 the previous month's performance, but also show trend data over time. Provider shall present its 23. U analysis of the performance trends and recommendations to continually improve performance. reduce cost and increase value to Customer for the following categories (see Provider Scorecard 25 Metric set forth in Exhibit E): (a) Circuit Availability; (b) Mean Time to Repair; (c) Number of 26 77 Incidents; (d) Number of Outages; (e) Number of Outage Minutes; (f) Number of Chronic Failures; and (g) Number or Service Orders Completed. 28

26 Access and Security Provisions. The Parties agree to the access and security 6.6. provisions contained in Exhibit C to this Agreement. 30

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# **ARTICLE VII - SERVICE CHANGES**

Legal Changes. Upon thirty (30) days prior written notice. Provider shall have the 7.1. right, and Customer shall have the right without payment of any termination liability, to terminate any Service Order entered into under this Agreement if any material rate or term contained in the Service Order is materially and adversely changed or is found to be unlawful, or the relationship between the Parties hereunder is found to be unlawful in a final, unappealable legal order or other determination. 37

7.2. Early Termination of Service Order by Customer. Customer may at its sole option cancel a Service Order prior to the end of the Service Order Term for any reason, upon written notice to Provider setting out the effective date of cancellation. In the event Customer

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shall cancel any Service Order prior to the expiration of the Service Order Term, Customer shall remit to Provider on demand as liquated damages, and not as a penalty, the following sums (a) all 2 3 costs, fees and expenses reasonably incurred in connections with establishing service to Customer; plus (b) any disconnection, early cancellation or termination charge reasonably incurred by Provider Ч on behalf of Customers; (c) any terms with regard to minimum usage to which the Customer has くられ agreed; and (d) the reasonable costs for removal of all equipment specially ordered to service Customer.

7.3. Renewals. Unless specified otherwise in the Service Order, a Service Order will 8 automatically renew on a month-to-month basis at the existing rate unless canceled by Provider or 9 Customer with at least thirty (30) days written notice to the other.

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#### **ARTICLE VIII - BREACH AND REMEDIES**

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8.1. Default. A Party shall be in Default under this Agreement if:

Such Party fails to make a payment when due and such failure continues for more а. days after written notice. than

Such Party fails to perform any obligation required under this Agreement and such Ь. 16 14 failure continues for more than days after written notice, provided that if the breach is of such a nature that it can not be cured within days, then such Party shall not be in Default 18 so long as it commences to cure within such period of time and thereafter diligently and 19 continuously pursues such cure to completion.

Such Party falls generally to pay its debts as such debts become due, or admits in c. 20 writing its inability to pay its debts as such debts become due, or makes any general assignment for 22 the benefit of creditors.

đ. There is commenced by such Party any case, proceeding, or other action seeking 234252027 reorganization, arrangement, adjustment, liquidation, dissolution or composition of it or its debts under any law relating to bankruptcy, insolvency, or reorganization, or relief of debtors, or seeking appointment of a receiver, trustee, custodian, or other similar official for it or for all or any substantial part of its property.

There is commenced any case, proceeding or other action against such Party seeking e. to have any order for relief entered against such Party as debtor, or seeking reorganization, arrangement, adjustment, liquidation, dissolution or composition of such Party or its debts under any law relating to bankruptcy, insolvency, reorganization, or relief of debtors, or seeking appointment of a receiver, trustee, custodian, or other similar official for such Party or for all or any substantial part of the property of such Party, and

> such Party shall, by any act or omission, indicate its consent to, approval of, or (i) acquiescence in such case, proceeding or action, or

such case, proceeding or action results in the entry of an order for relief which Gib is not fully stayed within seven (7) business days after the entry thereof, or

(iii) such case, proceeding or action remains un-dismissed for a period of thirty (30) days or more or is dismissed or suspended only pursuant to section 305 of the United States Bankruptcy Code or any corresponding provision of any future United States Bankruptcy law.

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8.2. <u>Remedies</u>. Upon the occurrence of a Default, the non-Defaulting Party may seek any and all remedies available at law and/or equity, except to the extent any such remedy is specifically limited or prohibited by this Agreement, and may terminate this Agreement and all Service Orders or may terminate any one or more Service Orders to which the Default is related.

8.3. <u>Suspension of Service</u>. When payment in full, less any disputed amounts as provided above, is not made by Customer on or before any due date, Provider, in its sole discretion, shall have the right, on and after the **Constitution** calendar day after Provider has given Customer written notice of nonpayment, in addition to exercising any remedies available for such Default, to suspend Service to Customer (either completely or only with respect to any affected Service Order or Service Orders) until such time as Customer has paid all arrearage.

8.4. <u>Prohibited Use</u>. If Customer uses any Service in a manner that is a violation of law or that interferes with the operation of Provider's Network, and if Customer does not cease such objectionable use immediately after receipt of notice from Provider, Provider shall have the right to suspend its provision of the relevant Service to Customer until Customer provides assurances reasonably acceptable to Provider that such use is not or no longer shall be in violation of applicable law or will no longer interfere in the operation of the Provider Network.

#### **ARTICLE IX - WARRANTIES; LIMITATION OF LIABILITY**

9.1. <u>Representations of the Parties</u>. Provider hereby represents and warrants to Customer that Provider has been duly formed and is in good standing in the state of its organization, that Provider is qualified to do business in the States where the Services will be delivered, and that the execution of this Agreement by Provider has been duly authorized in compliance with Provider's organization documents and procedures. Customer hereby represents and warrants to Provider that Customer has been duly formed and is in good standing in the state or country of its organization, that Customer is qualified to do business in the States where the Services will be delivered, and that the execution of this Agreement by Customer has been duly authorized in compliance with Customer's organization documents and procedures.

9.2. <u>Warranties of the Parties</u>. Provider warrants that the Services furnished shall be performed in accordance with standards of care, skill and diligence consistent with (i) recognized and sound industry practices, procedures and techniques; (ii) all applicable laws and regulations; (iii) the specifications, documents and procedures applicable to the Services; and (iv) the degree of knowledge, skill and judgment customarily exercised by professional firms with respect to services of a similar nature. Provider shall ensure that all replacement cable and splices used for P&C functions shall meet the requirements and technical specifications of the terminal equipment. All fibers in a cable that has been repaired shall be tested for compliance and the results documented. Test reports, together with all testing records, will be provided to Customer. Provider shall be responsible for the cost of rework or repairs, if any, to be made to the P&C Fibers if such rework or repair is required due to Provider's non compliance with the warranties provided herein.

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7	NOC Escalation List	
8	Provider will maintain the NOC Escalation List up to the President level of the organization	
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10	and will name replacements in a timely fashion.	
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12		
13	8-845-7293 (Internal)	
14	8-552-2222 (Internal)	
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16 ⁻ ·	Nextel Radio 158*101*483	
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#### EXHIBIT E

#### Severity Levels

#### Definition of Severity Levels:

General comments:

: All trouble tickets will be opened with Provider by placing a phone call to the Provider NOC.

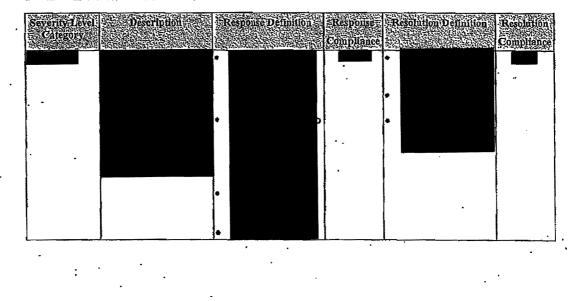
For all tickets opened, once communication is initiated between Provider and the Customer, both parties will ensure that the trouble ticket is opened under the same severity level and both trouble tickets will match.

When a trouble ticket is opened and requires access to a site is not available until normal business hours, both Customer and Provider will agree to downgrade the ticket until access to the site is available. At the time access is available, the original ticket will be closed and new ticket will be opened with the appropriate severity level.

#### Post Mortem Requests:

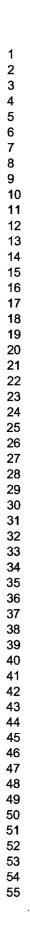
After the resolution of a circuit trouble, the Customer may request a post mortem, or any other type of summary of events from Provider. Within three business days, Provider will respond with an initial summary of events to the Customer. As a guideline, the Customer is requesting to have an automatic summary of events on each circuit trouble resolution that exceeds the allotted timeframe for resolution.



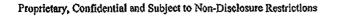


Proprietary, Confidential and Subject to Non-Disclosure Restrictions

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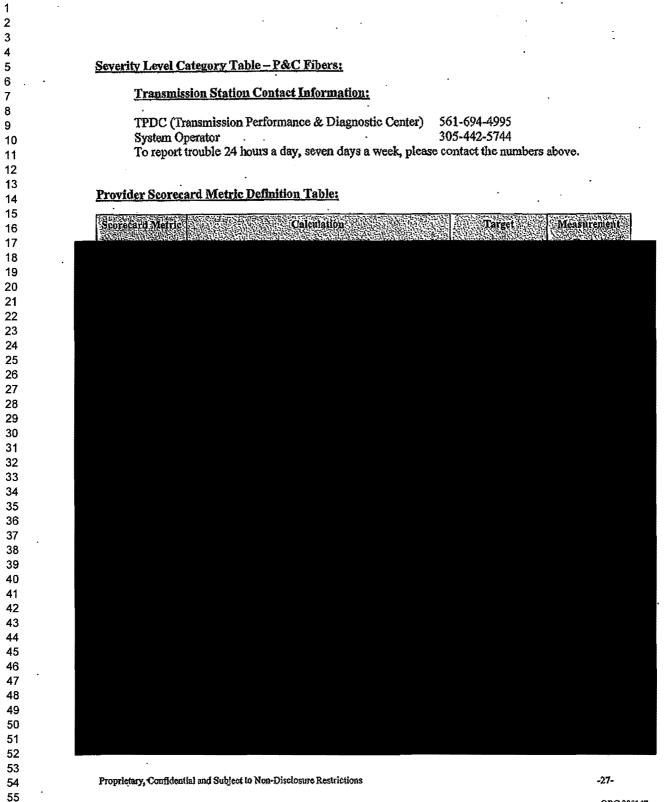


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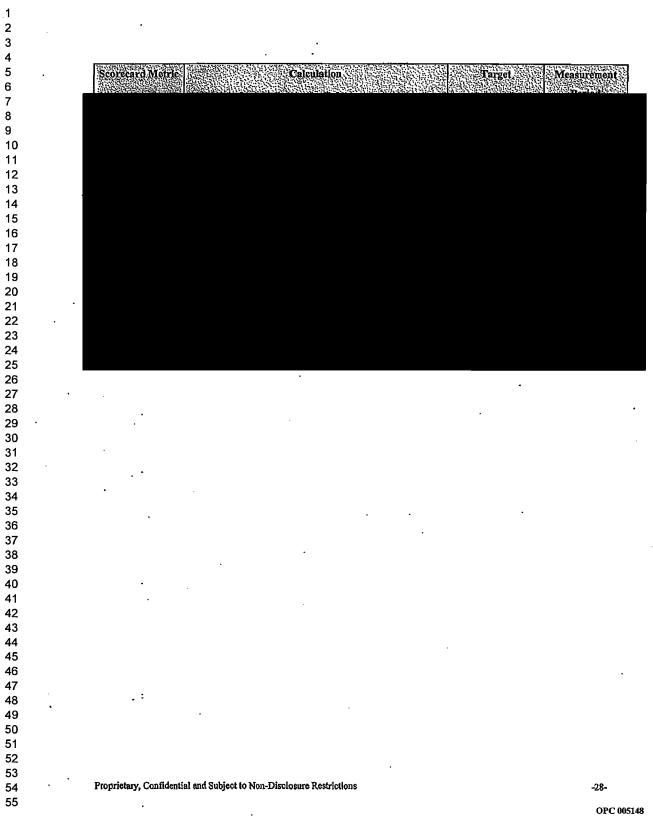
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Severity Level Category	Description	Response L		and the second	Resolution

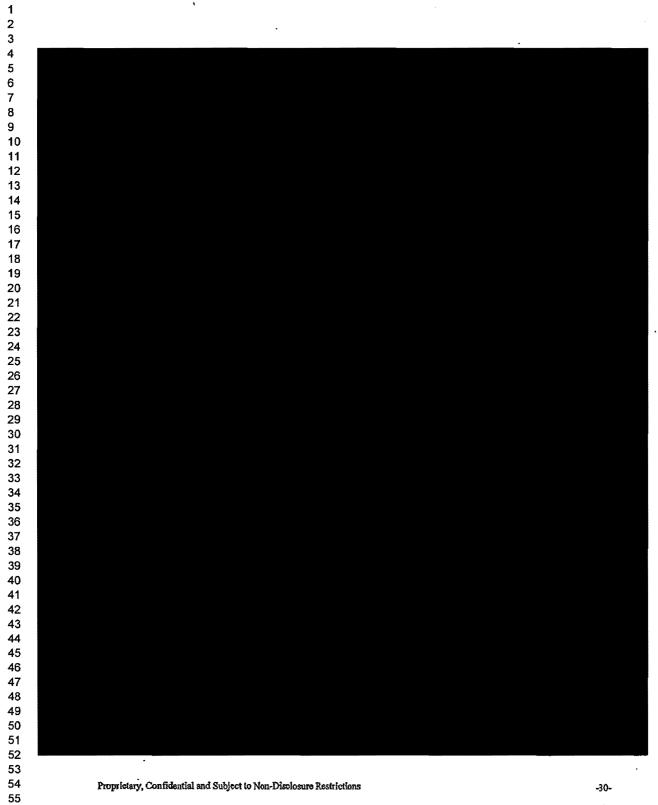


OPC 005147 FPL RC-12

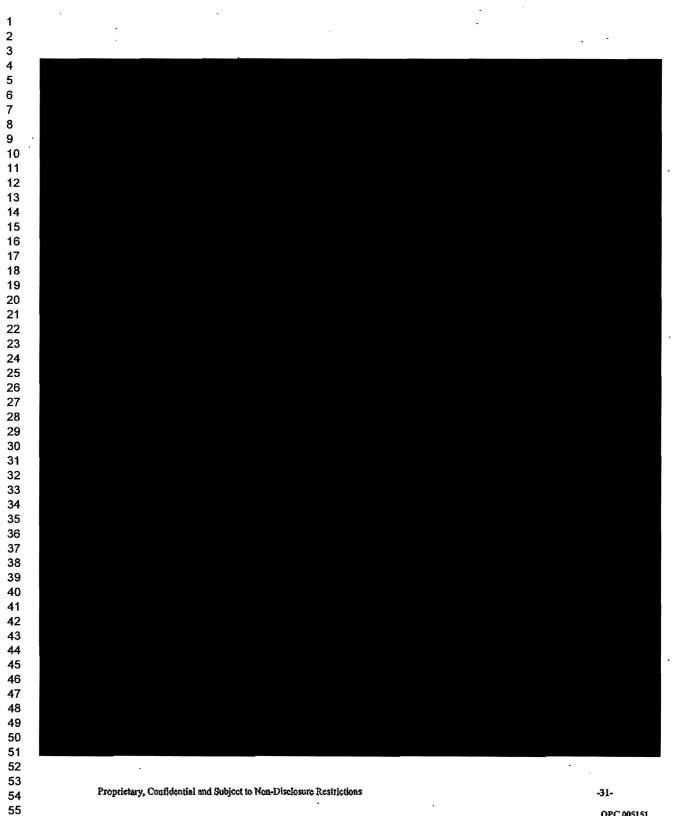


OPC 005148 FPL RC-12

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3 4					
5	EXHIBIT F				
6 7	<b>Provider Demarcation Database Table</b>				
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9					
10 11	In the event that the Provider's point of demarcation is not co-located with the Customer's				
12	equipment point of demarcation, Provider will troubleshoot circuit troubles as close as practical the Customer's equipment. Provider will not be responsible for repairing any facilities between				
13	Provider's point of demarcation and the Customer's equipment.				
14 15					
16	Location Name Location Building Floor Suite Room Other Location Address City/Zip				
17 18	Code DMARC point Comments				
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21 22					
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25 26					
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28					
29 30					
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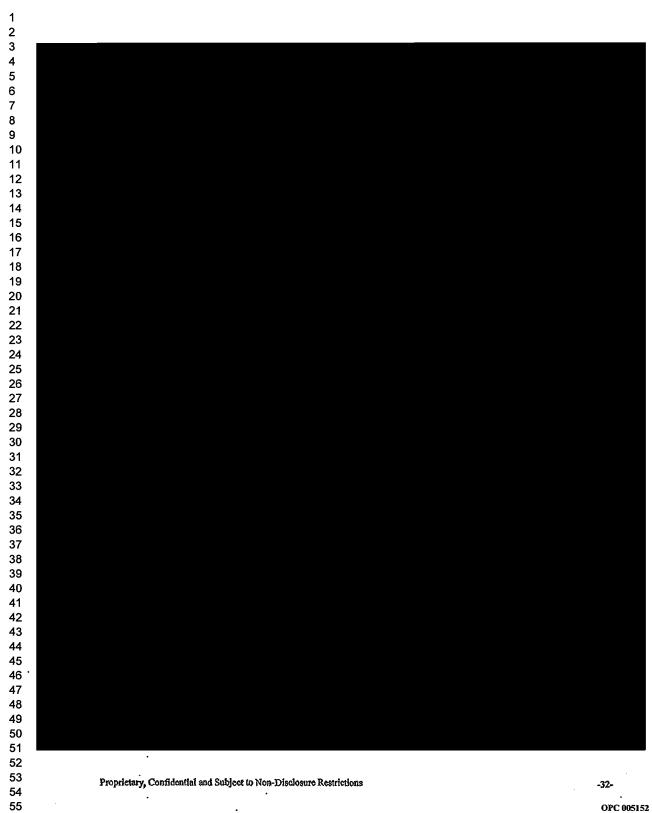
OPC 005150 FPL RC-12



OPC 005151 FPL RC-12

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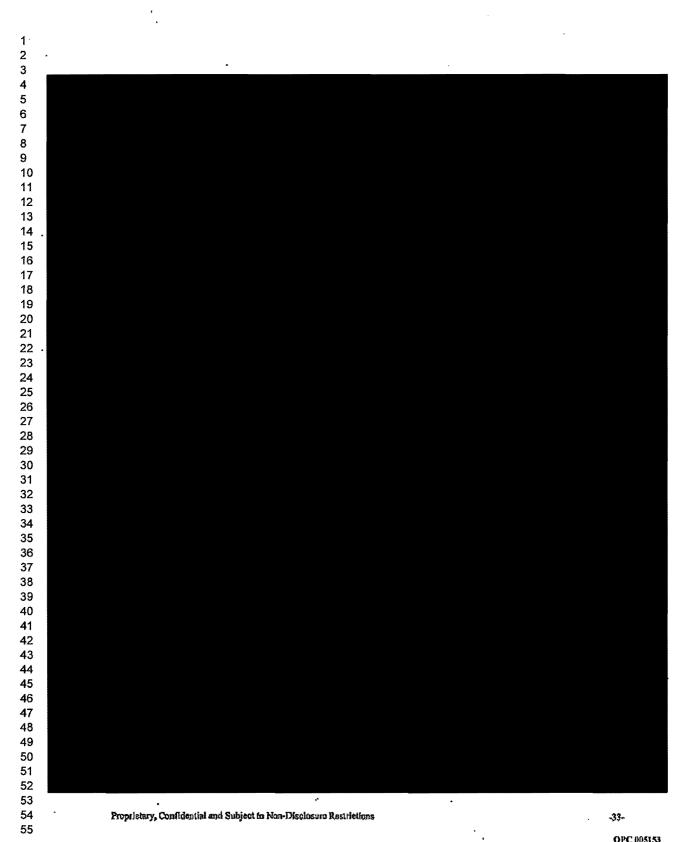


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OPC 005153 FPL RC-12



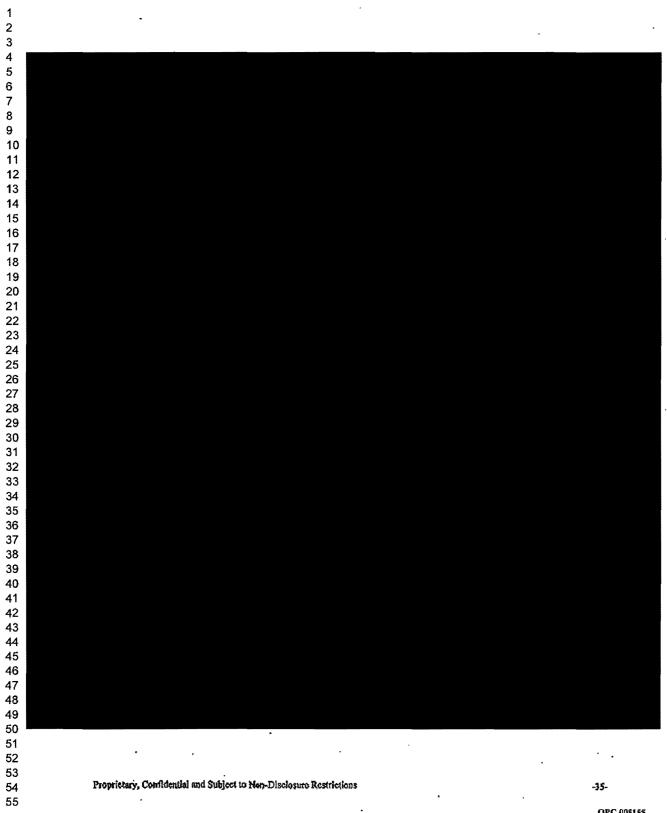
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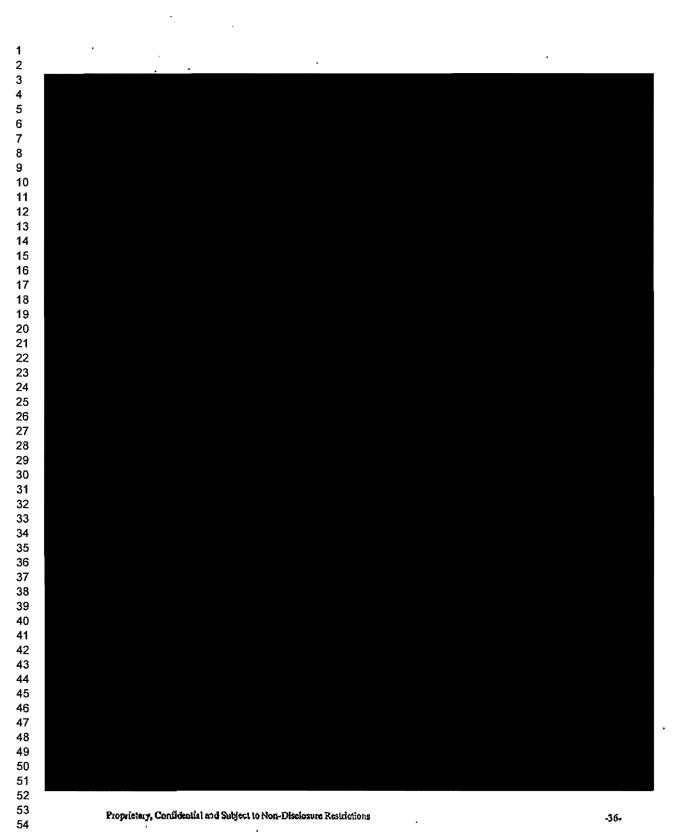
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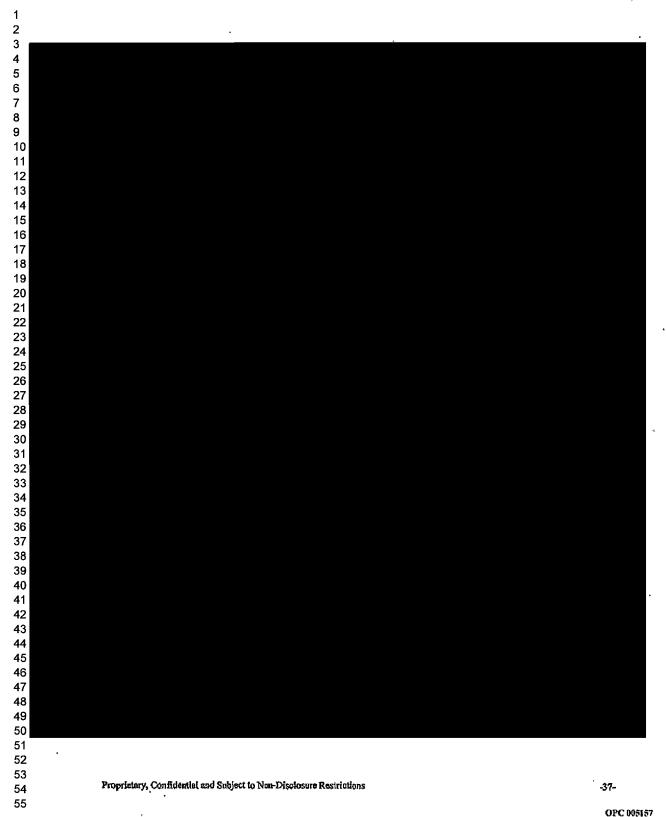
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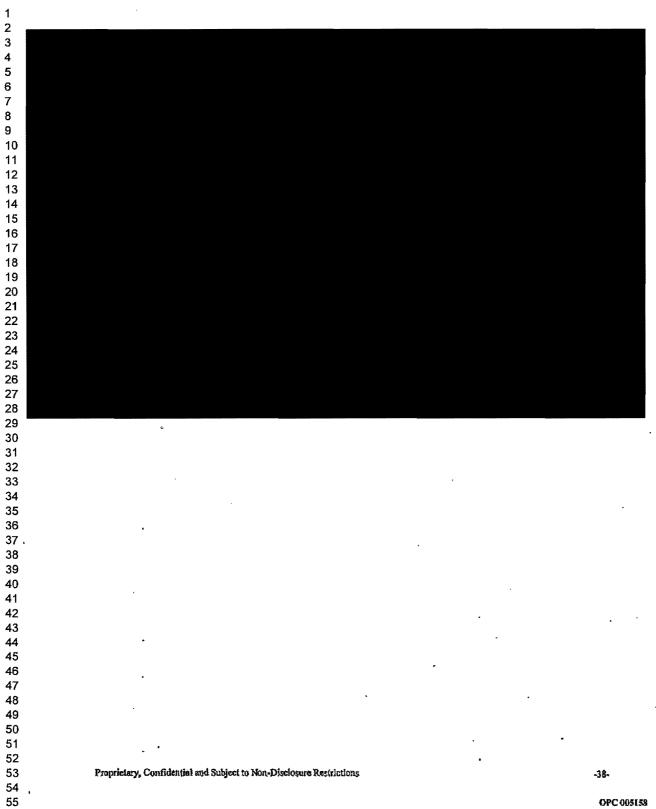
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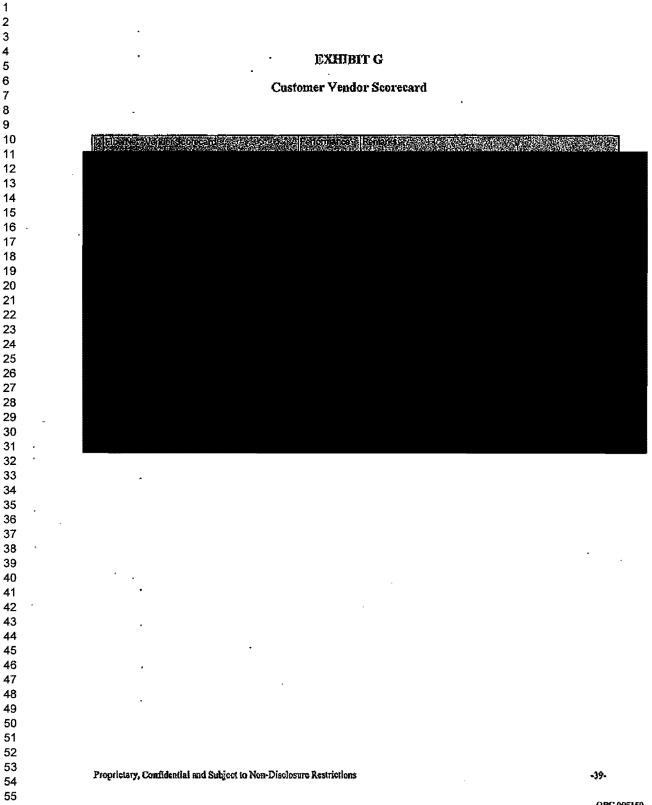


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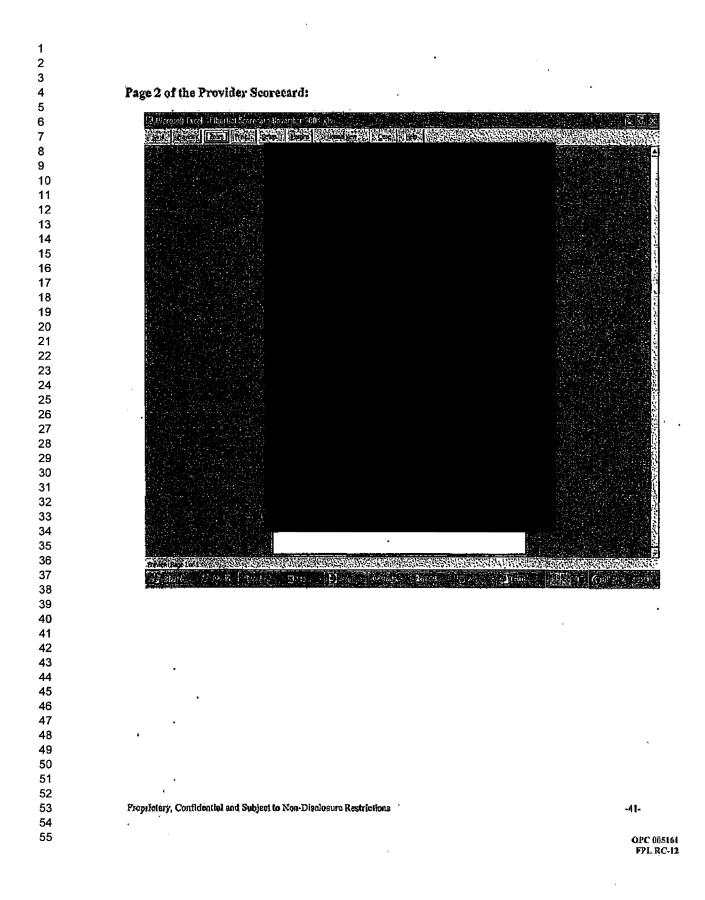
OPC 005159 FPL RC-12

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5	EXHIBIT H	
6	Provider Scorecard	
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10 ⁻	Page 1 of the Provider Scorecard:	
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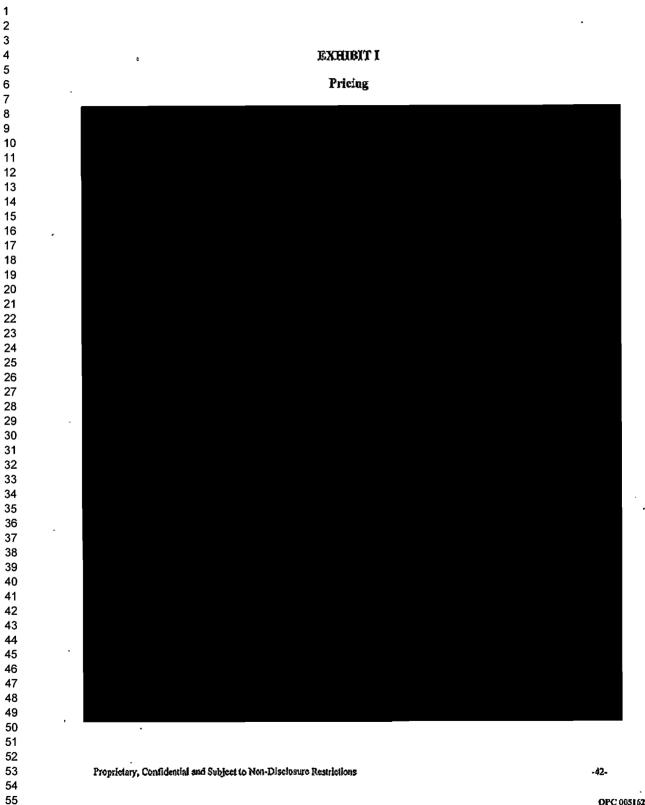
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OPC 005160 FPL RC-12

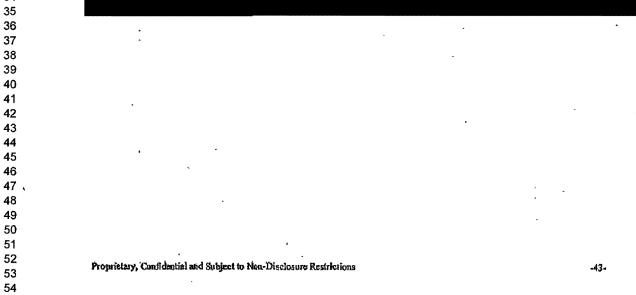






OPC 005162 FPL RC-12





OPC 005163 FPL RC-12

	A	В	CONFIDENTIAL	D	Ē
t			Phase III		
2	Named Insured	FPL Group,	Inc., FP&L West Co	unty Energy Cent	ter, et al
3	Policy Number	18-BAR-200	7	Endorsement No	22
4	Effective Date	06/01/2009		Additional Prem	ium
54	In consideration of th Payment and Adjustr	-	um it is agreed that the amended as follows.	Declarations and	the Premium
			DECLARATIONS		
7 8 10	Term of Insurance:	Expira	III: ve Date: 06/01/2009 ( tion Date: 06/01/2011 ional Testing Period:	(12:01 AM Standa	rd Time)
11		PREMIUN	PAYMENT AND A	DJUSTMENT	
12	4. Estimated Total I	Project Value: 1	Phase III \$		
13 14 15	-		i M 501 G Gas Turbin or and 3-Nooter Ericks	-	-
16	<ol> <li>Property Damage Palms participati</li> </ol>				
14	6. Property Damage	e Adjustment R	ate		
19	All other terms and c	conditions rema	in unchanged.		
20	Signed by an Author	ized Represent	ative of the Insurer in (	Grand Cayman.	k land
21 22 23			yman) Ltd rance Company, Limite	Date_(	16/Set /2009

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	A	ß	CONFIDENTIAL			
		÷	CONFIDENTIAL	D		R
1		Pha	se I and II Ame	ndment		
2	Named Insured	FPL Group,	Inc., FP&L West Co	unty Energy	Center, e	et al
3	Policy Number	18-BAR-2007	,	Endorseme	nt No2	3
4	Effective Date	07/27/2009		Additional	Premium	
5	In consideration of t follows.	he above premiu	m it is agreed that the	Declarations	s Page is a	mended as
78910	Term of Insurance:	Expirat	: ve Date: 05/23/2007 ( ion Date: 09/01/2009 onal Testing Period:	(12:01 AM S	standard T	ime)
11 12 13 14		Expirat	<u>I:</u> ve Date: 05/23/2007 ( ion Date: 12/31/2009 ional Testing Period:	(12:01 AM S	standard T	ìime)
15 16 17 18		Expirat	II: ve Date: 06/01/2009 ( ion Date: 06/01/2011 ional Testing Period:	(12:01 AM S	Standard T	ìme)
19	All other terms and	conditions remain	in unchanged.			
20 21	Signed by an Autho	rized Representa	tive of the Insurer in (		n. Pate K	* /st/2000

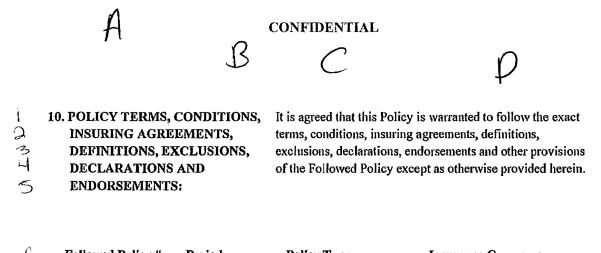
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Aon Insurance Managers (Cayman) Ltd As Managers of Palms Insurance Company, Limited

10 /2+/2009

	A	
		CONFIDENTIAL
		B C
San		
	Palms insurance Co	mnany Limited
<b>Barrey</b>		é
1	Installati	on and Builders Risk Insurance
2		Policy No. 33-BAR-2011
	1	1 OILY 110. 33-DAX-2011
đ		
3	INSURER: Palms Insurance Com	pany, Ltd.
4		the premium and subject to the terms and conditions of this Policy, the
5	Insurer agrees to provide the insura	nce as stated in this Policy.
N		
6	·	<b>DECLARATIONS</b>
~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~	1 NARDO INCOMO	
7	1. NAMED INSURED:	NextEra Energy, Inc. and Florida Power & Light Company and as specified in the Followed Policy.
9	2. ADDRESS:	
ł	2. AUDRE88:	700 Universe Blvd., Juno Beach, Florida 33408
10	3. INSURER:	Palms Insurance Company, Ltd.
10	4. PERIOD:	From: April 1, 2011
12		To: May 30, 2013
13		(both dates at 12:01 a.m. Local Time at the project location as specified in the Followed Policy)
, • , •		
14	5. COVERAGE:	Installation and Builders Risk Insurance
15	6. PROJECT:	Cape Canaveral Energy Center (CCEC), Brevard County,
16		Florida as specified in the Followed Policy
17	7. SUM INSURED/	USD 250,000,000 any one occurrence subject to various
16	LIMIT OF LIABILITY:	term aggregates and sublimits, and excess of various deductibles/retentions as provided in the Followed Policy.
_		
20	8. POLICY PREMIUM:	USD (Palms USD
21	9. PALMS' PARTICIPATION	5% of limits and premium hereon.
		WA'M
		NUT

1



6	Followed Policy #	<u>Period</u>	Policy Type	Insurance Company
nya	L0118B1A11/ 11CCECBAR	April I, 2011 – May 30, 2013	Installation and Builders Risk Insurance	

- 10 It is hereby noted and agreed that cover is independently procured on a non-admitted basis by the Insured.
- t¹ Signed by an Authorized Representative of the Insurer in Grand Cayman

'i C 12 Signed:_ Aon Insurance Managers (Cayman) Ltd.

- 13 14
 - As Managers of Palms Insurance Company Ltd.

Date:



FPL RC-12

INSTALLATION AND BUILDERS RISK FOLLOW FORM POLICY

In consideration of the payment of premium and in reliance upon the statements in the Declarations, and
 subject to the limits, terms, conditions and exclusions of this Policy, it is hereby agreed as follows:

4 SECTION I - INSURING AGREEMENT

- It is agreed that this Policy is warranted to follow the exact terms, conditions, insuring agreements,
 definitions, exclusions, declarations, endorsements and other provisions of the Followed Policy exc
- definitions, exclusions, declarations, endorsements and other provisions of the Followed Policy except as
 otherwise provided in this Policy.
- \mathcal{G} The Company will pay the Participation Share of the Sum Insured/Limit of Liability or Sublimits as stated in the Declarations.

10 SECTION II - EXCLUSIONS

- 11 Any exclusions attached to this Policy by endorsement and the exclusions applicable to the Followed
- 2 Policy shall also apply to this Policy.

13 SECTION III - CONDITIONS

- A. Assignment
- 16This Policy shall be void if assigned or transferred without the prior written consent of the16Insurer.

17 B. Cancellation

- 13This Policy may be canceled by the Insured by mailing to the Insurer written notice stating when,13not less than thirty (30) days thereafter, such cancellation shall be effective. This Policy may not30be cancelled by the Insurer, except for non-payment of premium.
- C. Duties In The Event Of Loss and Notice of Loss
 Duties In The Event Of Loss and Notice of Loss
 When insured loss or damage occurs, written notice shall be given by the Risk Management
 Department of the Insured to the Insurer as soon as practicable. The Insurer shall have reasonable
 time and opportunity to examine the property and the premises of the Insured before repairs are
 undertaken or physical evidence of the loss or damage is removed, except for protection or
 salvage. Proof of loss shall be made by the Insured in such form as the Insurer may require.
- Permission to Issue 'Verification of Insurance'
 General Condition 23. Permission to Issue 'Verification of Insurance' of the Followed Policy is hereby deleted.

SECTION IV - ENDORSEMENTS

31 Endorsement No

tached to and forming part of the Followed Policy is not applicable to this

32 Policy.

Policy No. 33-BAR-2011

	A	$\frac{1}{2}$
i		$\frac{D}{DECLARATIONS}$
2	Insured:	FPL Group, Inc. (See Endorsement B)
3 4	0	700 Universe Blvd. Juno Beach, FL 33408
Ś	Insurer:	Palms Insurance Company, Limited
6	Participation:	30% of limits and premium hereon.
7	Project Site:	As per each individual declaration added by endorsement
89	Project Description:	As per each individual declaration added by endorsement including Technology type and Project Megawatt output.
10 11	Term of Insurance:	Projects attaching during the period January 31, 2009 12:01 AM through January 31, 2010 12:01 AM.
12 13 13 14 15		Periods of Insurance for Photovoltaic (PV) Projects: Each Project to be limited up to a maximum of 18 months including 30 consecutive days of operational testing per unit. Additional Project duration extensions per policy conditions.
1678920	э	Periods of Insurance for Solar Thermal Parabolic Trough (STPT) Projects: Each Project to be limited up to a maximum of 24 months including 60 consecutive days of operational testing per unit; or 75 consecutive days of operational testing. Additional Project duration extensions per policy conditions.
12 23	Operational Testing Period:	30 Consecutive Days per unit for PV Projects; 60 Consecutive Days per unit for STPT Projects
24	Policy Number:	32-SBAR-2009
25 06 27	Base Project Rates:	PV Projects: Property Damage (PD): Delay in Start-Up (DSU gainst Estimated Total DSU Value
28 29 30		STPT Projects: PD: ainst Estimated Total Project Value DSU against Estimated Total DSU Value
31 32 33	Maximum Limit of Insurance:	Option I - art o Physical Damage Only Option II - art c Physical Damage rt of SU

Policy No. 32-SBAR-2009



All Limits, Sublimits and deductibles apply to each Project separately.

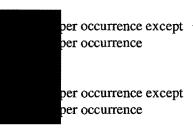
Sublimits of Liability: The Sublimits shown below are 100% values. The Insurer's liability shall
 not exceed 30% of the Sublimits listed below.

4	Off – Site Storage	
Ś	Transit	
6	Expediting Expense	
	Extra Expense	
7 &	Debris Removal	
9	Professional Fees	
10	Plans and Documents	
11	Valuable Papers and Records	
12	EDP Media	
13	Sue and Labor	
14	Fire Brigade Charges and Expenses	
15	Demolition/Increased Cost of Construction	
16	Errors and Omissions	
17	*Hazardous Substances	
16	*Earth Movement	xcept
19	*Earth Movement – California and Alaska	
DO	*Earth Movement – Hawaii, Puget Sound	
21	Area of the State of Washington and New	
22	Madrid Zones listed in Endorsement #A	
23	*Flood	xcept
24	*Flood Zone "A"	
25	*Wind - Named Windstorm for Projects	
26	located in the State of Hawaii	er occurrence
21	*Wind - Named Windstorm for Projects	
78	located in the State of Florida	er occurrence
29	Transmission lines beyond Project substation	er occurrence

- ³⁰ * Term Aggregates apply to each Project Separately.
- ⁵¹ Deductibles: All deductibles apply to each Project separately.

32 Property Damage

- 35PV Projects:
- 34 PD 35 PD 01
- 35 PD Operational Testing Period
- *2* STPT Projects:
- 37 PD
- 36 PD Operational Testing Period



	A	IDENTIAL B
123	PV and STPT Projects (CAT Perils): Tornado Flood Zone "A"	per occurrence per occurrence
4567 6	Earth Movement:	Projects located in the States of California and Alaska – The of the Total Project Value at risk at the time of loss (VARTOL), subject to a minimum PD.
91011		Projects located in the State of Hawaii and New Madrid Zones listed in Endorsement #A – WARTOL, subject to a minimum of WARTOPD.
13 14 15 16 17 18	Named Windstorm:	Projects located in the States of Florida and Hawaii VARTOL, subject to minimum PD; Projects located within 25 miles of the coastline in the states of TX, LA, MS, AL, GA, SC, NC, MD, DE, NJ, VARTOL, subject to
19	<u>DSU</u>	
Ro	PV Projects:	days per occurrence
37	STPT Projects:	days per occurrence except days per Occurrence during Operational Testing Period
23 24	PV and STPT Projects (CAT Perils):	days per occurrence for Earth Movement and Named Windstorm
25	Coinsurance:	- PD - DSU

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- e) Fire Brigade Charges and Expenses
- This Policy is extended to cover reasonable expenses charged by fire or police
 Departments as a result of a loss as insured hereunder, subject to the sublimit of
 liability stated in the Declarations.
- 5 f) Hazardous Substances

If, as a result of an Occurrence insured hereunder, any property on the premises described herein is damaged, contaminated or polluted by a substance declared by an authorized governmental agency to be hazardous to health, the Insurer shall be liable under this Policy and any of its endorsements, for the additional expenses incurred for the cleanup, repair or replacement, or disposal of that damaged, contaminated or polluted property. As used here, additional expenses shall mean expenses incurred beyond those for which the Insurer would have been liable if no substance, so declared as hazardous to health, had been involved in the Occurrence.

- HPayment made hereunder shall be subject to the Sublimit of Liability specified in theCDeclarations.
- 16 2. PERILS INSURED
- This Policy insures against "All Risk" of direct physical loss or damage to the Property Insured from any cause, subject to the terms and conditions of this Policy.

19 3. TERRITORIAL LIMITS

- De This Policy covers Property Insured within the fifty (50) states of the United States of America, the District of Columbia and Canada.
- 2^{2} 4. DEBRIS REMOVAL

This Policy shall also pay for the cost of removal of debris of Property Insured destroyed or
 damaged by a Peril Insured. The Insurer's liability for such payment shall be the amount
 actually expended by the Insured for the removal of debris of Property Insured destroyed
 not to exceed Payment made hereunder shall be a part of and not in addition
 to the applicable Limit or Sublimit of Liability.

2⁶ 5. EXPEDITING EXPENSE

This Policy shall also pay for the reasonable extra cost of expediting the repair or replacement of Property Insured damaged by a Peril Insured, including overtime and the extra cost of express or other rapid means of transportation. The Insurer's liability for such payment shall be the lesser of (1) the amount actually expended by the Insured for the reasonable extra cost of expediting the repair or replacement, (2) the Insured for the liability for the loss or damage to Property Insured which necessitated the expediting expense, or (3) means of Liability.

Policy No. 32-SBAR-2009

7. EXTENSION OF PROJECT TERM

If a declared Project is not completed before the maximum designated period stated in the Declarations, the Project can be automatically extended for an additional three (3) months upon written notification to the Insurer to extend the Project prior to the original expiration date. The extension premium for this additional coverage period will be at monthly prorata Project Rates, except nonthly prorata Project Rates during windstorm season (June 1st to November 30th) for Projects situated in Florida. The Insurer may consider additional further extensions of the term of insurance (beyond the three (3) month extension period contained herein) at such rates, terms, and conditions to which the parties agree.

(D 8. INSPECTION

11The Insurer shall be permitted but not obligated to inspect, at all reasonable times, the12property of the Insured. Neither the Insurer's right to make inspections nor the making13thereof nor any report thereon shall constitute an undertaking, on behalf of or for the14benefit of the named Insured or others, to determine or warrant that such property is safe or15healthful.

16 9. LOSS PAYABLE

Loss, if any, shall be adjusted with and payable to the person or entity shown on theDeclarations.

19 10. NOTIFICATION OF LOSS OR DAMAGE

20When insured loss or damage occurs, written notice shall be given by or on behalf of the21Insured to the Insurer or any of its authorized agents as soon as practicable. The Insurer22shall have reasonable time and opportunity to examine the property and the premises of the23Insured before repairs are undertaken or physical evidence of the loss or damage is24removed, except for protection or salvage. Proof of loss shall be made by the Insured in25such form as the Insurer may require.

26 11. OTHER INSURANCE

This Policy does not cover any loss or damage which at the time of the happening of such loss or damage is insured by, or would, but for the existence of this Policy, be insured by any other insurance Policy or policies either primary or excess. As used herein, the words
 "any other insurance Policy or policies" shall include any deductible or self-insured retention provisions.

39 12. PROOF OF LOSS

The Insured shall render a signed proof of loss statement within sixty (60) days after the Occurrence of a loss (unless such period be extended by the written agreement of Insurer) stating the time, place, and cause of loss; the interest of the Insured and of all others in the property; the value thereof before and after the Occurrence; and the amount of loss or damage thereto.

Policy No. 32-SBAR-2009

		A	CONFIDE	NTIAL	B
i			LOW LOSS PREMI	UM ADJUSTME	NT
2	Nameo	d Insured	FPL Group, Inc.		
3	Policy	Number	32-SBAR-2009		Endorsement No L
4	Effecti	ive Date	01/31/2009		
5 678910 11 213	It is ag 1) 2)	Within 45 da January 31, 2 Cartwright an a loss ratio sl Projects into The Insurer s	ays of final acceptance of a 2009 until January 31, 2010 nd agreed upon by FPL Ris hall be calculated by dividi the total of the earned pre- shall grant the Insured a ret lected if the loss ratio calcu	Il Projects enrolled 0, a loss record shal 18k Management and 19g the paid and res 19g mium for all enrolle 19g mium for all enrolle	Il be provided by Bill d the Insurer. Furthermore, served losses for all enrolled ed Projects.
14 15 16 17 18 19 20	3)	means of sub proceedings) Insured shall such event, t	entioned above, the Insure	s expenses incurred ge in the reserves f on of the loss ratio rs the Insured's los	I in such subrogation for unpaid losses, the as defined herein. If, in as ratio within the acceptable

 \mathcal{P}^{1} All other terms and conditions remain unchanged.

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ENDORSEMENT #1

Attaching to and form	ning part of Policy No. 32-SBAR-2009				
	In consideration of premium noted below, the following Project is added to the Master Builders Risk Solar Agreement for FPL Group, Inc.				
PROJECT NAME:	The DeSoto Heartland Next Generation Solar Center				
PROJECT LOCATION:	4051 NE Karson St., Arcadia, DeSoto County, FL 34265				
PROJECT SIZE:	25 MW				
PROJECT PREMIUM:	N/A DSU				
PROJECT EFFECTIVE DATE:	January 31, 2009				
PROJECT IN SERVICE DATE:	December 31, 2009 It is noted and agreed that in service date can be automatically extended to provide maximum period of 18 months for each project in accordance with agreement on project term reached in Master Builders Risk Solar Agreement.				
PROJECT DESCRIPTION:	25 megawatts of photovoltaic solar capacity				
COVERAGE:	Per Master Policy Wording Agreed				
PALMS PARTICIPATION:	30% of limits and premium hereon				
	In consideration of premium no Master Builders Risk PROJECT NAME: PROJECT LOCATION: PROJECT SIZE: PROJECT PREMIUM: PROJECT PREMIUM: PROJECT EFFECTIVE DATE: PROJECT IN SERVICE DATE: PROJECT DESCRIPTION: COVERAGE:				

All Other Terms and Conditions Remain Unchanged.

23 Signed by an Authorized Representative of the Insurer in Grand Cayman.

Ũ Signed

Date Fel. 26 2009

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Aon Insurance Managers (Caypian) Ltd As Managers of Palms Insurance Company, Limited

OPC 005258 FPL RC-12

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ENDORSEMENT #2

2	Attaching to and for	ning part of Policy No. 32-SBAR-2009
ろち		oted below, the following Project is added to the Risk Insurance Policy for FPL Group, Inc.
5	PROJECT NAME:	Space Coast Next Generation Solar Energy Center
67	PROJECT LOCATION:	Kennedy Space Center Kennedy Space Center, FL 32899
Ś	PROJECT SIZE:	10 MW
9 10	PROJECT PREMIUM:	PD N/A DSU
it	PROJECT EFFECTIVE DATE:	June 1, 2009
234500	PROJECT IN SERVICE DATE:	March 31, 2010 It is noted and agreed that in service date can be automatically extended to provide maximum period of 18 months for each project in accordance with agreement on project term reached in Master Solar Project All Risk Insurance Policy.
જિ	PROJECT DESCRIPTION:	10 megawatts of photovoltaic solar capacity
19	COVERAGE:	Per Master Policy Wording Agreed
20	PALMS PARTICIPATION:	30% of limits and premium hereon
اد	All Other Terms and Conditions Re	main Unchanged

All Other Terms and Conditions Remain Unchanged.

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^{2,2} Signed by an Authorized Representative of the Insurer in Grand Cayman.

Z3 24 25

Signed

Date Jaly 8/09.

Apprinsurance Managers (Cayman) Ltd As Managers of Palms Insurance Company, Limited

١	I	ENDORSEMENT #3				
2	Attaching to and for	ming part of Policy No. 32-SBAR-2009				
34	In consideration of premium noted below, the following Project is added to the Master Solar Project All Risk Insurance Policy for FPL Group, Inc.					
56	PROJECT NAME:	Kennedy Space Center Next Generation Solar Energy Center				
76	PROJECT LOCATION:	Kennedy Space Center Kennedy Space Center, FL 32899				
4	PROJECT SIZE:	1 MW				
10	PROJECT PREMIUM:	PD N/A DSU				
12	PROJECT EFFECTIVE DATE:	June 1, 2009				
13 H 15 6 17 18	PROJECT IN SERVICE DATE:	October 31,2009 It is noted and agreed that in service date can be automatically extended to provide maximum period of 18 months for each project in accordance with agreement on project term reached in Master Solar Project All Risk Insurance Policy.				
19	PROJECT DESCRIPTION:	1 megawatt of photovoltaic solar capacity				
20	COVERAGE:	Per Master Policy Wording Agreed				
21	PALMS PARTICIPATION:	30% of limits and premium hereon				
22	All Other Terms and Conditions Re	emain Unchanged.				

Signed by an Authorized Representative of the Insurer in Grand Cayman.

24 Signed Apple Levels Science Managers (Cayman) Ltd As Managers of Palms Insurance Company, Limited 25 26

Date July 8/09.

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j	Ē	NDORSEMENT #4
2	Attaching to and for	ming part of Policy No. 32-SBAR-2009
34	In consideration of premium r Master Solar Project All	noted below, the following Project is added to the Risk Insurance Policy for FPL Group, Inc.
5	PROJECT NAME:	Martin Solar Energy Center
67	PROJECT LOCATION:	21900 Southwest Warfield Blvd. Indiantown, FL 34956
«	PROJECT SIZE:	75 MW
a 10	PROJECT PREMIUM:	N/A DSU
11	PROJECT EFFECTIVE DATE:	July 1, 2009
0 37637 18	PROJECT IN SERVICE DATE:	December 31, 2010 It is noted and agreed that in service date can be automatically extended to provide maximum period of 24 months for each project in accordance with agreement on project term reached in Master Solar Project All Risk Insurance Policy.
19	PROJECT DESCRIPTION:	75 megawatts of solar thermal capacity
30	COVERAGE:	Per Master Policy Wording Agreed
31	PALMS PARTICIPATION:	30% of limits and premium hereon
N	All Other Terms and Conditions Re	emain Unchanged.

 \mathcal{F} Signed by an Authorized Representative of the Insurer in Grand Cayman.

24 25 Signed - 11 Abransurance Managers (Cayman) Ltd As Managers of Palms Insurance Company, Limited

Date Jaly 8/09

PAGES OPC 005263 THROUGH OPC 005479 ARE CONFIDENTIAL IN THEIR ENTIRETY

PAGES OPC 005480 THROUGH OPC 006296 ARE CONFIDENTIAL IN THEIR ENTIRETY

PAGES OPC 006303 THROUGH OPC 006307 ARE CONFIDENTIAL IN THEIR ENTIRETY

3.6. Acceptance of Capacity. When Provider believes that a Service is ready for use by Customer, Provider shall conduct Acceptance testing. The test shall be coordinated and performed by Provider. If the test results demonstrate that the Capacity and quality meet the requirements in Exhibit A, Provider shall give electronic notice to Customer ("Connection Notice") attesting to 5 compliance of the Service to the specifications contained in Exhibit A. If Customer delivers to Provider, within two (2) business days after Customer's receipt of the Connection Notice, notice 6 $\overline{\gamma}$ specifying non-conformance of the Service with the specifications contained in Exhibit A as 8 demonstrated by the test results, Provider shall promptly undertake appropriate corrective action and the testing and Acceptance process shall be repeated. If Customer fails to deliver such notice within said two (2) business day period, Customer shall be deemed to have Accepted the subject Service 10 and shall be the date of Acceptance for that Service. The date upon which monthly recurring 1 charges shall accrue for a Service (the "Service Commencement Date") shall be equivalent to the 12 date of Acceptance unless otherwise handled through the allocation methodology of annual capacity S study and calendar year fixed billing. 14

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ARTICLE IV - PAYMENT, TAXES AND OTHER FEES OR PERMITS

15 4.1. Pricing. Unless otherwise agreed to in writing by the Parties, and for so long as the Parties are affiliates within the meaning of applicable rules and regulations of the Florida Public 16 Service Commission ("FPSC"), Customer shall pay Provider for Services at the Price, except as 17 otherwise may be established by final order of the FPSC, in which case the terms of said final order 18 shall apply. At such time, if any, that the Parties cease to be affiliates under relevant FPSC rules or 1920 regulations, the pricing or methodology of pricing then in effect shall continue to apply for a period of thirty-six (36) months during which time the Parties agree to negotiate in good faith to establish 21 pricing at then prevailing market rates. Provider shall send invoices or statement of allocation ÚΖ impact to Customer with 90 days of the service provided. 23

Non-Recurring Charges. The non-recurring charges ("NRCs") payable by Customer 4.2. 24 for each Service shall be stated in each Service Order and, unless otherwise specified in the Service 訪 Order, shall be payable after the Acceptance Date.

Recurring Charge Invoices. Provider shall invoice Customer on a monthly basis for 4.3. the monthly recurring charges ("MRCs") for each Service. Invoices shall be sent in advance of the month to which the invoice applies and shall be paid by Customer within of the date of such invoice. Should the Customer dispute any of the charges on its monthly invoice, it shall notify Provider of such disputed charges in writing. The notice shall set forth all details concerning the disputed charges and reasons for the dispute. Provider and Customer shall attempt in good faith to resolve any objection to the invoiced amount prior to the payment due date. If the disagreement cannot be resolved prior to the payment due date, Provider will deliver to Customer an interim invoice in respect of the undisputed amount and Customer shall pay the invoiced amount minus the disputed amount on the due date of original invoice. Customer may deliver notice disputing previously paid charges no later than after date of the invoice. If the dispute is subsequently resolved in favor of Provider, Provider shall re-invoice the disputed amount owed then, including interest at the rate specified in Section 4.4 from the original due date, and Customer shall pay all amounts agreed or found to be owing to Provider within of the date of the reissued invoice.

4.4. <u>Remittance</u>. Payments shall be made by Wire Transfer via the banking information below which can be updated by Provider by providing written notice to Customer.

Bank of America Houston, Texas ABA # 111000012 FPL FiberNet, LLC

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4.5. <u>Setoff Rights</u>. Customer shall be entitled at all times to set-off any amount due from Provider against any amount payable by Customer to Provider.

4.6. Taxes. Customer shall be responsible for any applicable federal, state or local sales, use, excise, gross receipts, universal service, or other taxes, fees, assessments or similar amounts in connection with the Service furnished to Customer pursuant hereto. Customer shall pay all such amounts directly to the taxing authority unless the taxing authority requires that Provider collect and remit payment, in which event Customer shall pay said amounts to Provider and Provider shall remit such amounts to the authority. Customer represents and warrants that all Services purchased hereunder are being purchased for use by Customer. Customer agrees that if Customer resells any part of the Service, by itself or as part of another service offered by Customer, to any end user, Customer shall notify Provider of such resale and shall collect and remit all universal service fees due with respect to such services sold by Customer and shall file all applicable reporting forms. To the extent legally permitted, Provider may seek to reduce its universal service payments on the Services to reflect the extent of their resale to end users by Customer. Customer and Provider shall cooperate in taking all reasonable actions necessary to minimize, or to qualify for exemptions from, any such taxes, duties or liabilities, including the furnishing of certifications that purchases by Customer are for purposes of resale. Customer shall provide all information to Provider of any exemption of sales, use or other tax claimed by Customer and shall immediately notify Provider of any change in Customer's tax status.

4.7. <u>Protest</u>. Customer and Provider shall each have the right to protest or appeal any tax or charge assessed against it by any taxing authority.

ARTICLE V - SERVICE INTERRUPTIONS AND CREDITS

5.1. <u>Allowance for Interruption of Service</u>. Customer shall be entitled to a credit for periods of Service Outage for the portion of the Market Services which is affected. For the purpose of determining the amount of allowance, every month is considered to have 30 days and only those sites affected by the Service Outage shall be considered in determining the number of sites affected.

5.2. <u>Notice and Measurement</u>. Service Outages shall be measured from (a) the earlier of the time Customer notifies Provider that a Service Outage has occurred or the time the Provider becomes aware of the outage to (b) the time of restoration which is confirmed by the Customer. For notice purposes, Customer may notify Provider by telephone, telefax, courier or any such similar expedited notice mechanism. Exhibit D to the Agreement provides the Provider's points of contact in the event of a Service Outage, provided that Provider may amend the points of contact set out in

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Service on the Provider side of the Point of Demarcation are the responsibility of Provider, and Provider will maintain all such equipment, including P&C Fibers.

The Customer shall have the option to request that the Provider, at the Customer's expense and on "best efforts" verses SLA measurements, provide troubleshooting services on the Customer's side of the Point of Demarcation. The Customer shall also have the option to request that the Provider, at the Customer's expense, assist with the connection to the Provider's tie cable at given sites to facilitate service. For the avoidance of doubt, any assistance provided by the Provider will not change the original Point of Demarcation.

9 Off-Net Monitoring. Customer acknowledges that Provider has no ability 6.4. independently to test or maintain Service between any locations related to Off-Net Services. Ю Consequently, if Provider provides such Service, then, notwithstanding anything in this Agreement ¥. to the contrary, Provider's entire duty with respect to such Service shall be to use commercially 12 ,3 reasonable efforts to cause the provider thereof to test and maintain such Service in accordance with Provider's specifications, and Customer shall not be entitled to any Service Outage credit or 14 damages of any kind from Provider for any outage of Off-Net Services, except to the extent provided above in Section 5.4. 14

Monthly Service Meetings. Provider will host monthly service meetings with the 17 6.5. Customer to review monthly statistics regarding existing circuits, new requests, and outstanding 19 issues needing resolution and/or escalation. The Customer will present a vendor scorecard (see $\mathcal{V}_{\mathcal{O}}$ Exhibit G) at each meeting that will summarize the Customer's satisfaction with various aspects of U the business relationship. A Provider scorecard (see Exhibit H) will be presented at each meeting 22 that will summarize the circuit information for the previous month. This data shall reflect not only the previous month's performance, but also show trend data over time. Provider shall present its analysis of the performance trends and recommendations to continually improve performance. reduce cost and increase value to Customer for the following categories (see Provider Scorecard Metric set forth in Exhibit E): (a) Circuit Availability; (b) Mean Time to Repair; (c) Number of Incidents; (d) Number of Outages; (e) Number of Outage Minutes; (f) Number of Chronic Failures; and (g) Number or Service Orders Completed.

Access and Security Provisions. The Parties agree to the access and security 6.6. provisions contained in Exhibit C to this Agreement.

ARTICLE VII - SERVICE CHANGES

Legal Changes. Upon thirty (30) days prior written notice, Provider shall have the 7.1. right, and Customer shall have the right without payment of any termination liability, to terminate any Service Order entered into under this Agreement if any material rate or term contained in the Service Order is materially and adversely changed or is found to be unlawful, or the relationship between the Parties hereunder is found to be unlawful in a final, unappealable legal order or other determination.

7.2. Early Termination of Service Order by Customer. Customer may at its sole option cancel a Service Order prior to the end of the Service Order Term for any reason, upon written notice to Provider setting out the effective date of cancellation. In the event Customer

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shall cancel any Service Order prior to the expiration of the Service Order Term, Customer shall remit to Provider on demand as liquated damages, and not as a penalty, the following sums (a) all costs, fees and expenses reasonably incurred in connections with establishing service to Customer; plus (b) any disconnection, early cancellation or termination charge reasonably incurred by Provider on behalf of Customers; (c) any terms with regard to minimum usage to which the Customer has agreed; and (d) the reasonable costs for removal of all equipment specially ordered to service Customer.

Renewals, Unless specified otherwise in the Service Order, a Service Order will 7.3. automatically renew on a month-to-month basis at the existing rate unless canceled by Provider or Customer with at least thirty (30) days written notice to the other.

ARTICLE VIII - BREACH AND REMEDIES

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Default. A Party shall be in Default under this Agreement if:

Such Party fails to make a payment when due and such failure continues for more a. after written notice.

15 b. Such Party fails to perform any obligation required under this Agreement and such failure continues for more than after written notice, provided that if the breach is of such a nature that it can not be cured within , then such Party shall not be in Default so long as it commences to cure within such period of time and thereafter diligently and 18 continuously pursues such cure to completion. 19

Such Party fails generally to pay its debts as such debts become due, or admits in c. 20 writing its inability to pay its debts as such debts become due, or makes any general assignment for 21 the benefit of creditors. 22

There is commenced by such Party any case, proceeding, or other action seeking đ. reorganization, arrangement, adjustment, liquidation, dissolution or composition of it or its debts 24 under any law relating to bankruptcy, insolvency, or reorganization, or relief of debtors, or seeking VS U appointment of a receiver, trustee, custodian, or other similar official for it or for all or any substantial part of its property. 27

There is commenced any case, proceeding or other action against such Party seeking e. to have any order for relief entered against such Party as debtor, or seeking reorganization, arrangement, adjustment, liquidation, dissolution or composition of such Party or its debts under any law relating to bankruptcy, insolvency, reorganization, or relief of debtors, or seeking appointment · 31323 of a receiver, trustee, custodian, or other similar official for such Party or for all or any substantial part of the property of such Party, and

> such Party shall, by any act or omission, indicate its consent to, approval of, or **(i)** acquiescence in such case, proceeding or action, or

such case, proceeding or action results in the entry of an order for relief which (ii) is not fully stayed within seven (7) business days after the entry thereof, or

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(iii) such case, proceeding or action remains un-dismissed for a period of thirty
 (30) days or more or is dismissed or suspended only pursuant to section 305 of the United
 States Bankruptcy Code or any corresponding provision of any future United States
 Bankruptcy law,

8.2. <u>Remedies</u>. Upon the occurrence of a Default, the non-Defaulting Party may seek any and all remedies available at law and/or equity, except to the extent any such remedy is specifically limited or prohibited by this Agreement, and may terminate this Agreement and all Service Orders or may terminate any one or more Service Orders to which the Default is related.

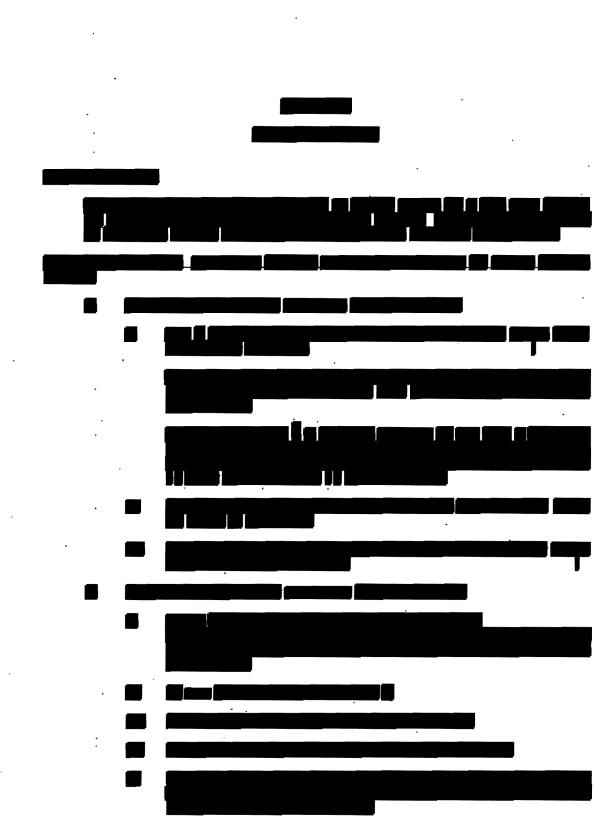
8:3. <u>Suspension of Service</u>. When payment in full, less any disputed amounts as provided above, is not made by Customer on or before any due date, Provider, in its sole discretion, shall have the right, on and after the **second second seco**

8.4. <u>Prohibited Use</u>. If Customer uses any Service in a manner that is a violation of law or that interferes with the operation of Provider's Network, and if Customer does not cease such objectionable use immediately after receipt of notice from Provider, Provider shall have the right to suspend its provision of the relevant Service to Customer until Customer provides assurances reasonably acceptable to Provider that such use is not or no longer shall be in violation of applicable law or will no longer interfere in the operation of the Provider Network.

ARTICLE IX - WARRANTIES; LIMITATION OF LIABILITY

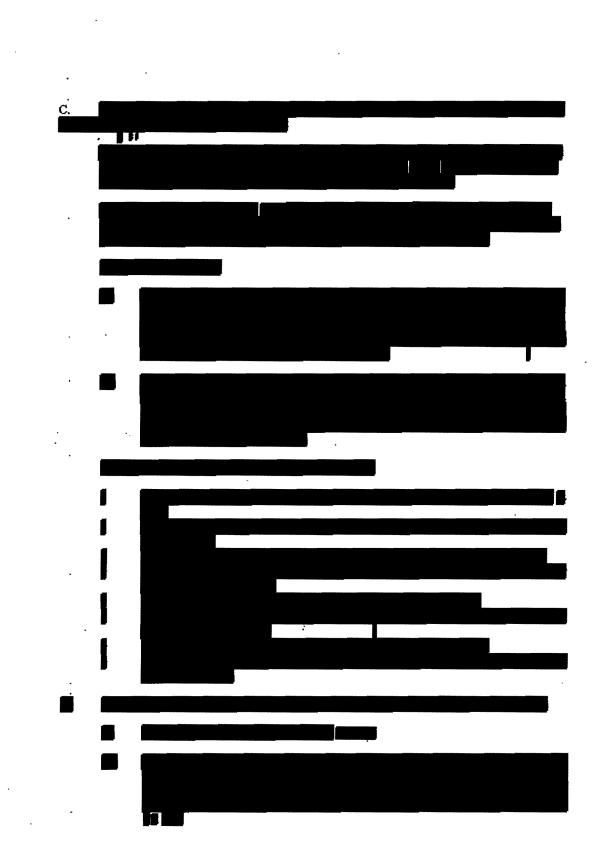
9.1. <u>Representations of the Parties</u>. Provider hereby represents and warrants to Customer that Provider has been duly formed and is in good standing in the state of its organization, that Provider is qualified to do business in the States where the Services will be delivered, and that the execution of this Agreement by Provider has been duly authorized in compliance with Provider's organization documents and procedures. Customer hereby represents and warrants to Provider that Customer has been duly formed and is in good standing in the state or country of its organization, that Customer is qualified to do business in the States where the Services will be delivered, and that the execution of this Agreement by Customer has been duly authorized in compliance with Customer's organization documents and procedures.

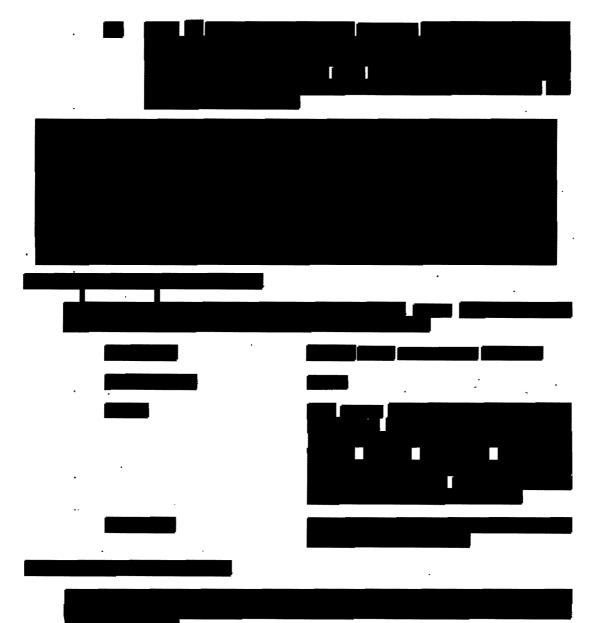
9.2. <u>Warranties of the Parties</u>. Provider warrants that the Services furnished shall be performed in accordance with standards of care, skill and diligence consistent with (i) recognized and sound industry practices, procedures and techniques; (ii) all applicable laws and regulations; (iii) the specifications, documents and procedures applicable to the Services; and (iv) the degree of knowledge, skill and judgment customarily exercised by professional firms with respect to services of a similar nature. Provider shall ensure that all replacement cable and splices used for P&C functions shall meet the requirements and technical specifications of the terminal equipment. All fibers in a cable that has been repaired shall be tested for compliance and the results documented. Test reports, together with all testing records, will be provided to Customer. Provider shall be responsible for the cost of rework or repairs, if any, to be made to the P&C Fibers if such rework or repair is required due to Provider's non compliance with the warranties provided herein.



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-17-OPC 006326 FPL RC-12





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]	EXHIBIT D
2	NOC Escalation List
3 4	Provider will maintain the NOC Escalation List up to the President level of the organization and will name replacements in a timely fashion.
5 67 9 10	NETWORK OPERATION CENTER 866-553-4237 (opt 1) 8-845-7293 (Internal) 8-552-2222 (Internal) Nextel Phone 305-796-7348 Nextel Radio 158*101*483
11 12 3445 16	ELE PLES ELE
A 14 19	ACCOUNT TEAM ESCALATION ESCALATION ESCALATION SUBTILE ORGANIZATION ESCALATION FROME CELL PHONE FAX
20 2) 27 23 24	CUSTOMER CARE CUSTOMER CARE ESCALATION CONTACT NAME - LEVEL JOB TILLE ORGANIZATION EMAILADDRESS WORK PHONE CELL PHONE FAX
24 25 26 22	PROVISIONING ONTACT NAME LEVEL JOB THLE ORGANIZATION EMAIL ADDRESS WORK PHONE CELL PHONE FAX
27 75 32	SERVICE ASSURANCE ESCALATION ENTERNAL WORK TEAM ORI
なる みるる ろう ろろろう	BILLERIG CONTAGE NAME LEVEL JOB TITLE ORGANIZATION ENAL ADDRESS WORK PROME CELL PHONE FAX
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EXHIBIT E

Severity Levels

Definition of Severity Levels:

General comments:

: All trouble tickets will be opened with Provider by placing a phone call to the Provider NOC,

For all tickets opened, once communication is initiated between Provider and the Customer, both parties will ensure that the trouble ticket is opened under the same severity level and both trouble tickets will match.

When a trouble ticket is opened and requires access to a site is not available until normal business hours, both Customer and Provider will agree to downgrade the ticket until access to the site is available. At the time access is available, the original ticket will be closed and new ticket will be opened with the appropriate severity level.

Post Mortem Requests:

After the resolution of a circuit trouble, the Customer may request a post mortem, or any other type of summary of events from Provider. Within three business days, Provider will respond with an initial summary of events to the Customer. As a guideline, the Customer is requesting to have an automatic summary of events on each circuit trouble resolution that exceeds the allotted timeframe for resolution.

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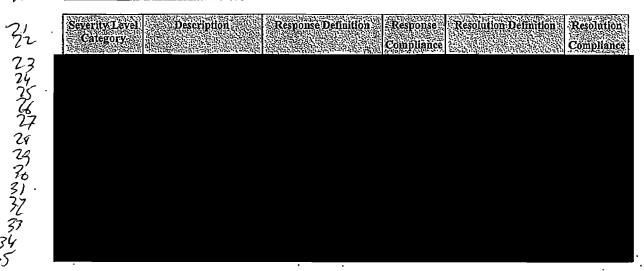
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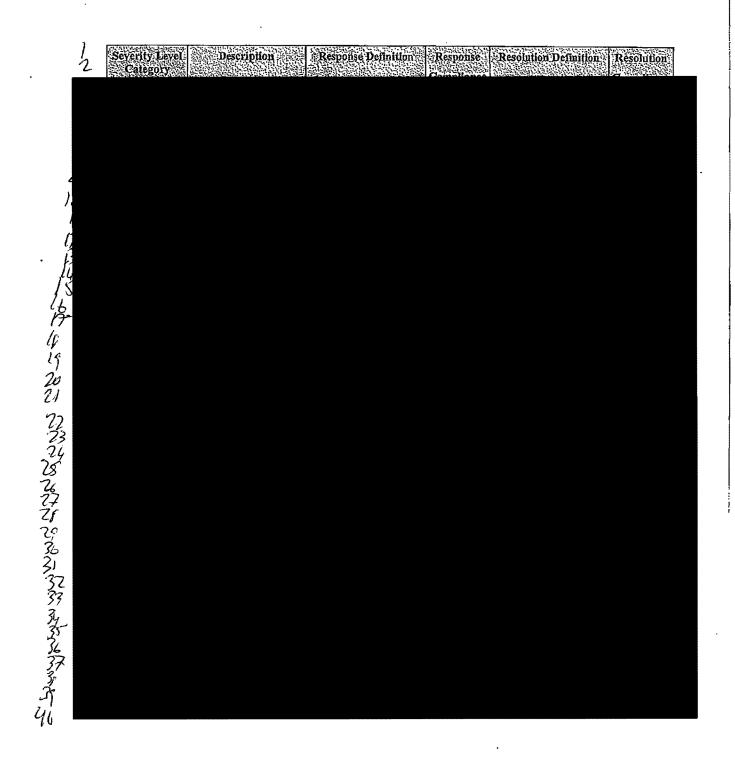
Severity Level Category Table:



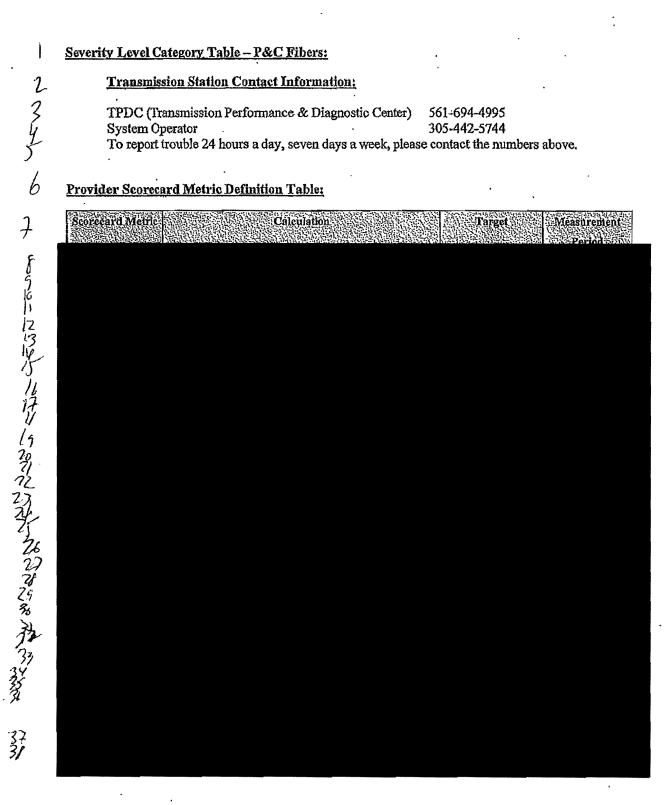
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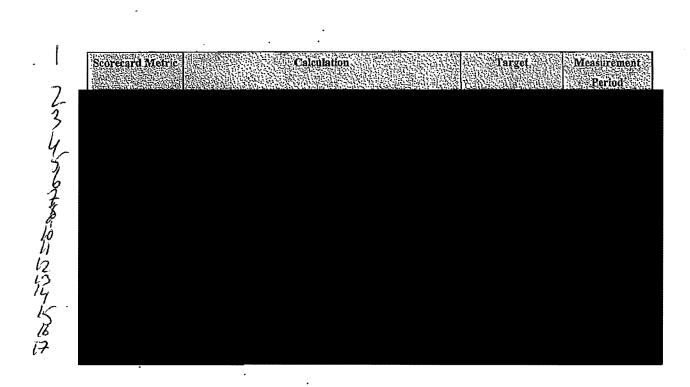


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EXHIBIT F

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Provider Demarcation Database Table

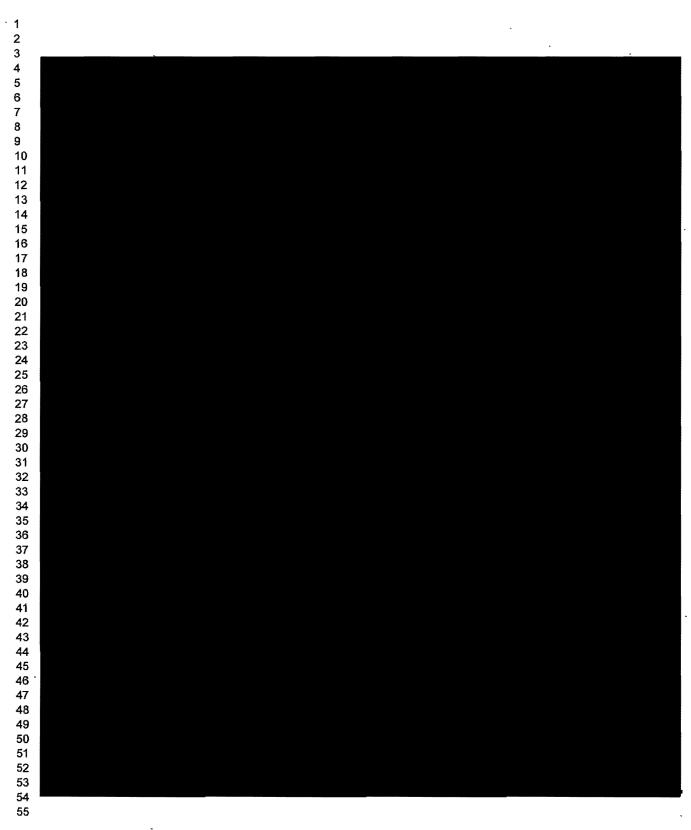
In the event that the Provider's point of demarcation is not co-located with the Customer's equipment point of demarcation, Provider will troubleshoot circuit troubles as close as practical to the Customer's equipment. Provider will not be responsible for repairing any facilities between Provider's point of demarcation and the Customer's equipment.

7 8	Location Name	Location . Code	Building DMARC point	Floor	Suite	Room	Other	Location Address	City/Zip
8		Code	DMARC point				Other Comments		
<i>A</i> 1							•		
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(1 2									
13 14									
41 95, 44 RD									
Pt.									
15 2-0									
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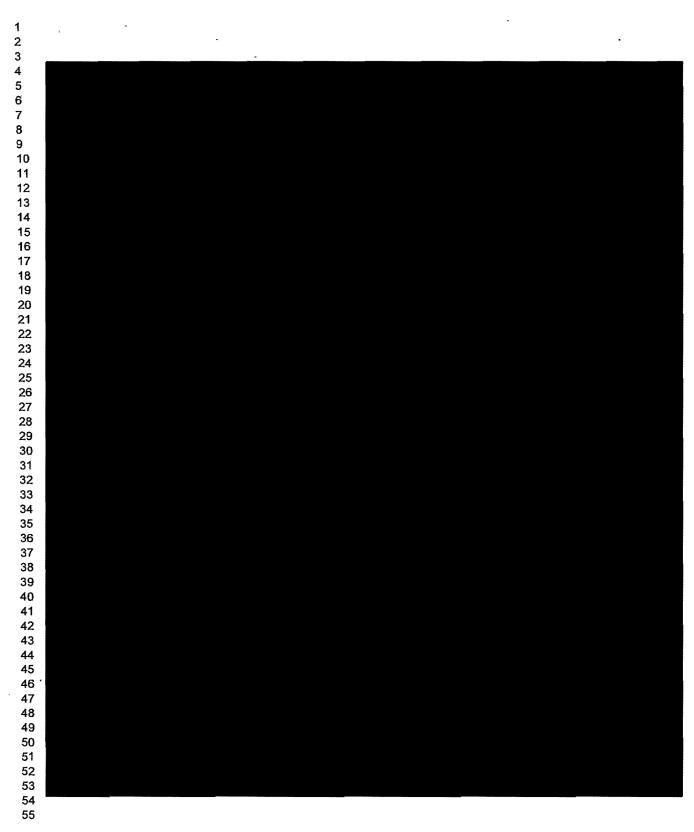
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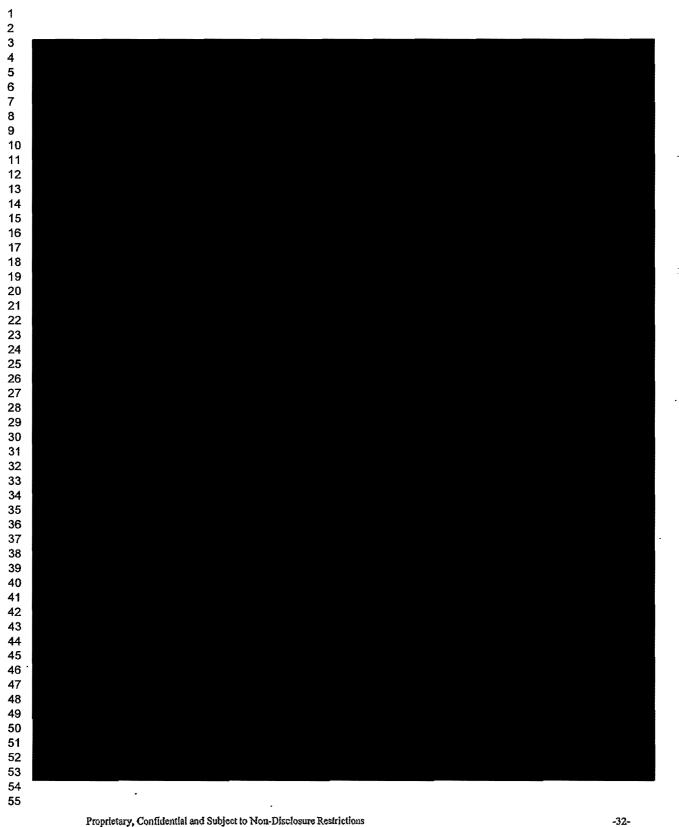


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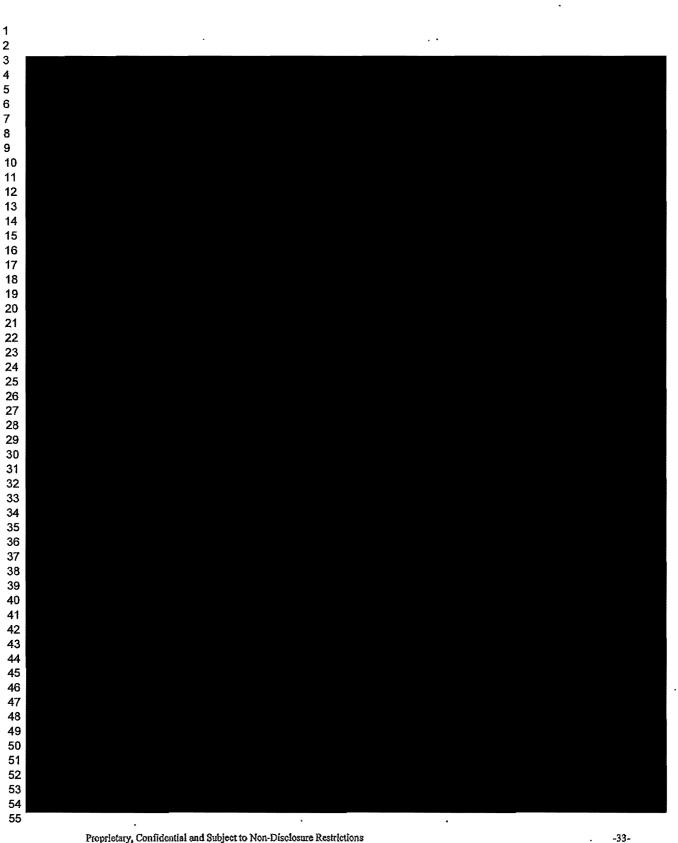


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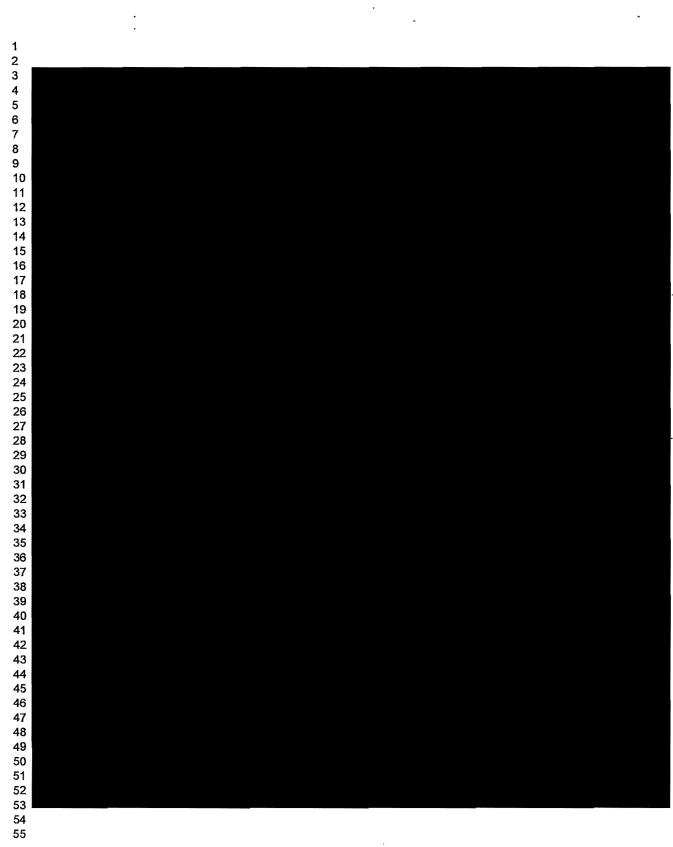


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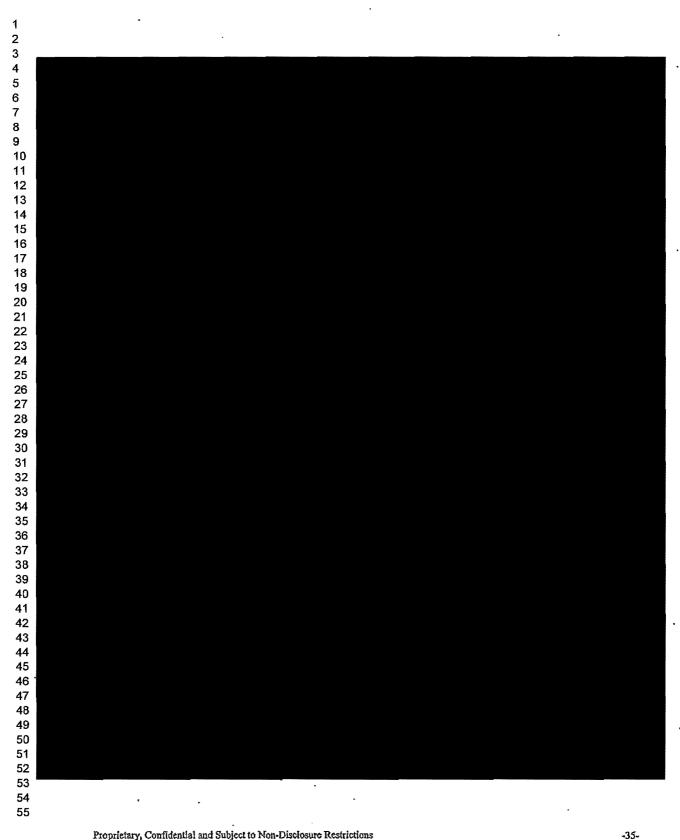
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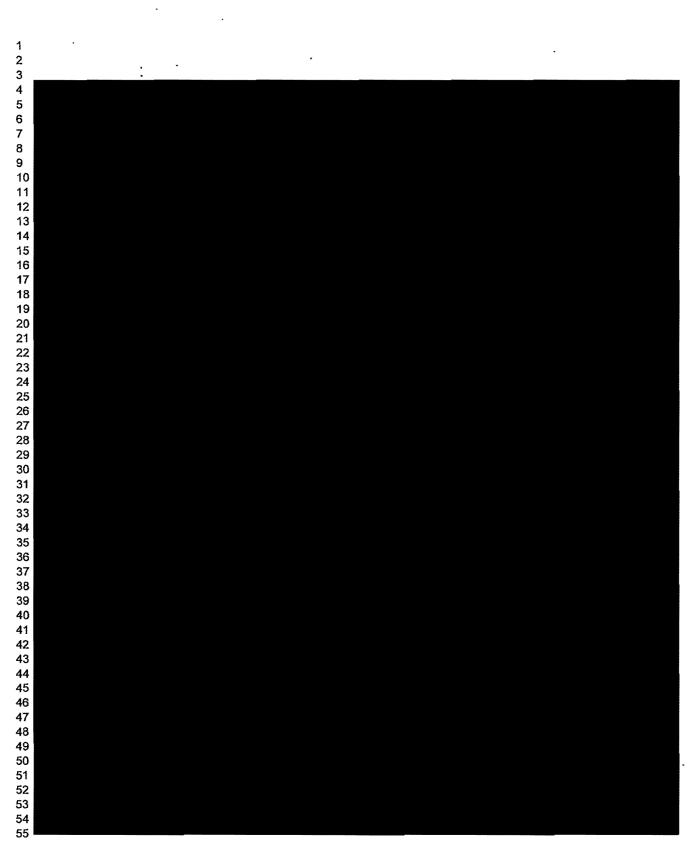
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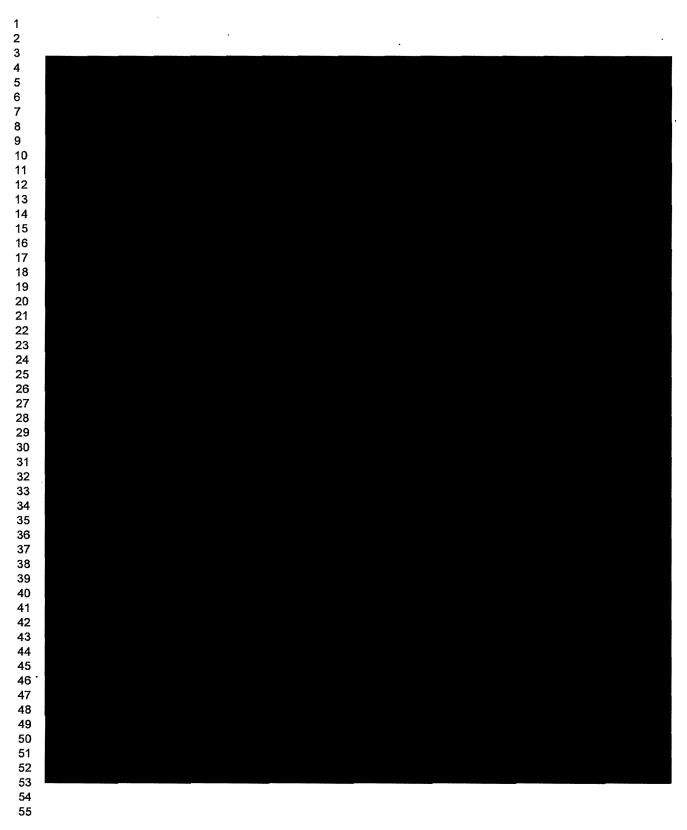


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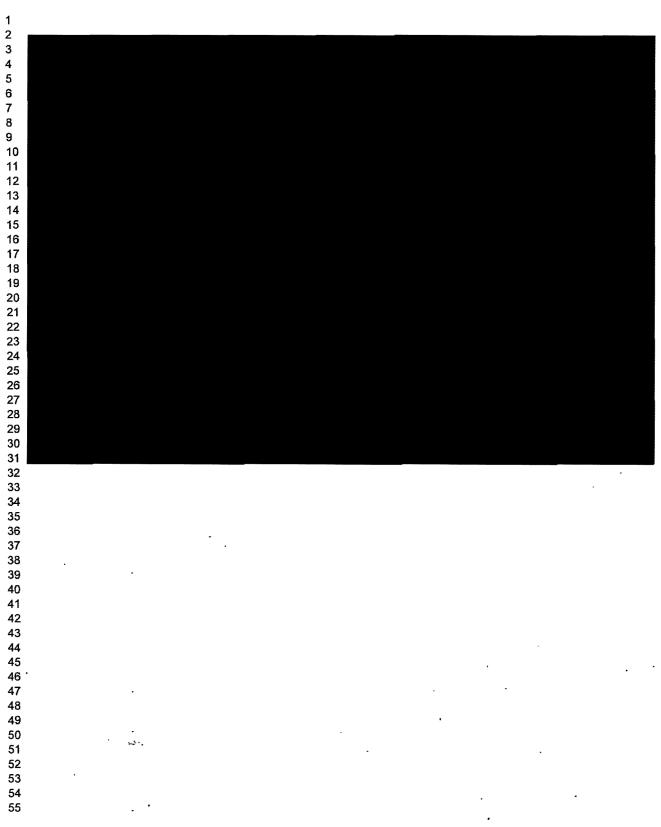
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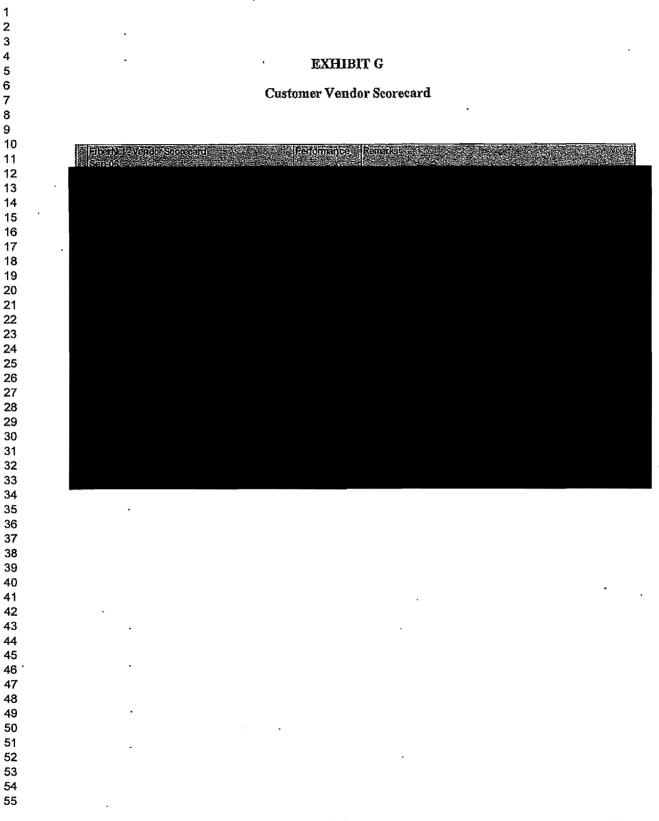


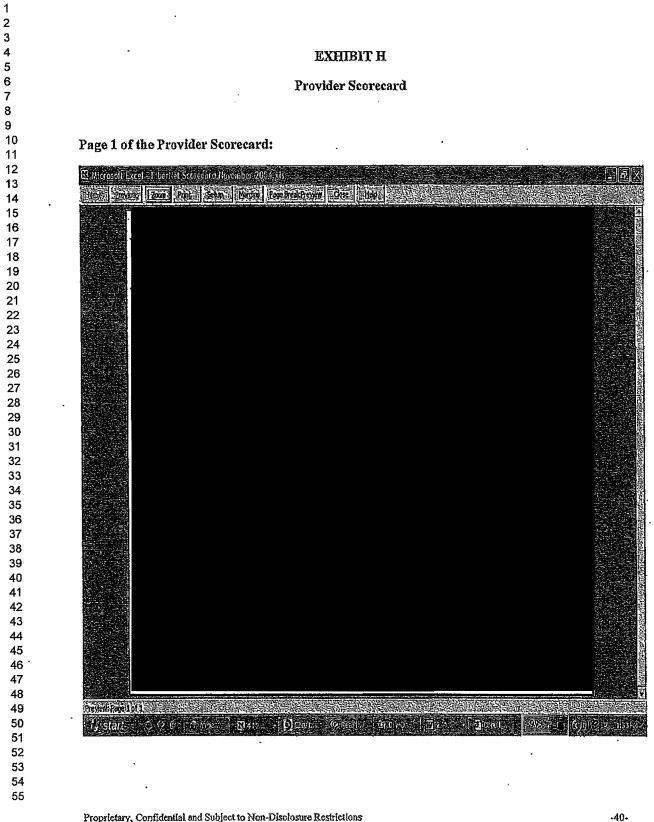
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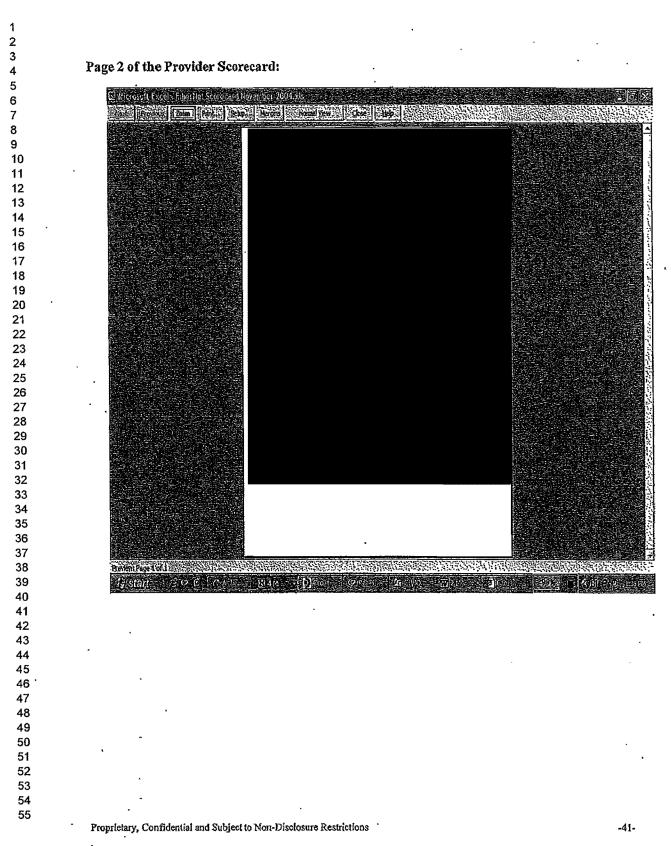




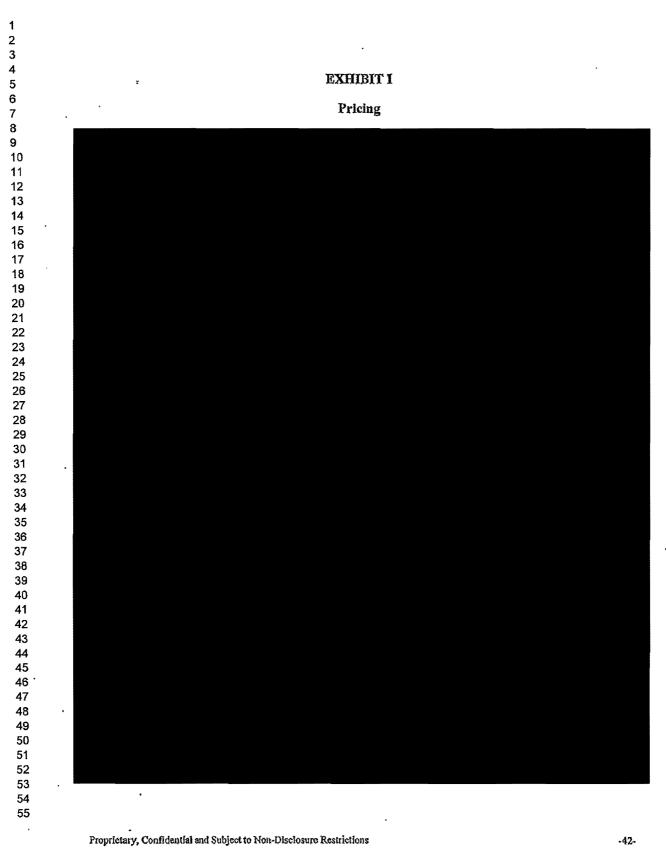
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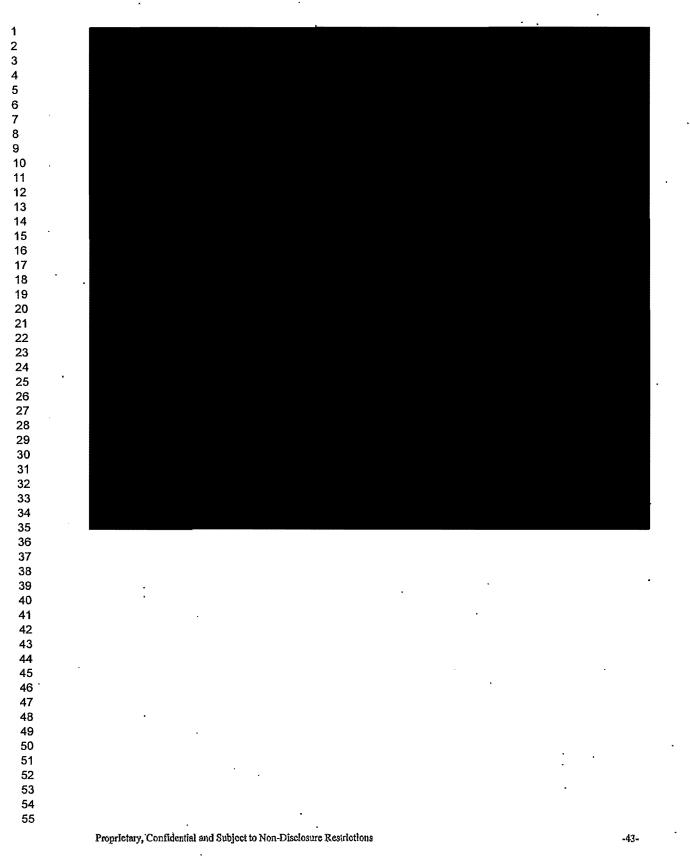
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OPC 006350 FPL RC-12



OPC 006351 FPL RC-12



OPC 006352 FPL RC-12

PAGES OPC 006355 THROUGH OPC 006359 ARE CONFIDENTIAL IN THEIR ENTIRETY

Acceptance of Capacity. When Provider believes that a Service is ready for use by 3.6. 1 23 Customer, Provider shall conduct Acceptance testing. The test shall be coordinated and performed by Provider. If the test results demonstrate that the Capacity and quality meet the requirements in 45 Exhibit A, Provider shall give electronic notice to Customer ("Connection Notice") attesting to compliance of the Service to the specifications contained in Exhibit A. If Customer delivers to ر) Provider, within two (2) business days after Customer's receipt of the Connection Notice, notice 7 specifying non-conformance of the Service with the specifications contained in Exhibit A as ૪ demonstrated by the test results, Provider shall promptly undertake appropriate corrective action and 9 the testing and Acceptance process shall be repeated. If Customer fails to deliver such notice within 10 said two (2) business day period, Customer shall be deemed to have Accepted the subject Service 1 t and shall be the date of Acceptance for that Service. The date upon which monthly recurring 12 charges shall accrue for a Service (the "Service Commencement Date") shall be equivalent to the 13 date of Acceptance unless otherwise handled through the allocation methodology of annual capacity ·HH study and calendar year fixed billing.

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ARTICLE IV - PAYMENT, TAXES AND OTHER FEES OR PERMITS

4.1. Pricing. Unless otherwise agreed to in writing by the Parties, and for so long as the 16 Parties are affiliates within the meaning of applicable rules and regulations of the Florida Public 17 18 Service Commission ("FPSC"), Customer shall pay Provider for Services at the Price, except as 19 otherwise may be established by final order of the FPSC, in which case the terms of said final order 20 shall apply. At such time, if any, that the Parties cease to be affiliates under relevant FPSC rules or 21 regulations, the pricing or methodology of pricing then in effect shall continue to apply for a period 22 of thirty-six (36) months during which time the Parties agree to negotiate in good faith to establish pricing at then prevailing market rates. Provider shall send invoices or statement of allocation 23 impact to Customer with 90 days of the service provided. 24

4.2. <u>Non-Recurring Charges</u>. The non-recurring charges ("NRCs") payable by Customer
 for each Service shall be stated in each Service Order and, unless otherwise specified in the Service
 Order, shall be payable within the service of the Acceptance Date.

ж,А А Recurring Charge Involces. Provider shall invoice Customer on a monthly basis for 4.3. the monthly recurring charges ("MRCs") for each Service. Invoices shall be sent in advance of the month to which the invoice applies and shall be paid by Customer within of the . 31 32 date of such invoice. Should the Customer dispute any of the charges on its monthly invoice, it shall notify Provider of such disputed charges in writing. The notice shall set forth all details concerning 33 the disputed charges and reasons for the dispute. Provider and Customer shall attempt in good faith 34 to resolve any objection to the invoiced amount prior to the payment due date. If the disagreement 35 cannot be resolved prior to the payment due date, Provider will deliver to Customer an interim 36 invoice in respect of the undisputed amount and Customer shall pay the invoiced amount minus the 31 disputed amount on the due date of original invoice. Customer may deliver notice disputing Ťσ previously paid charges no later than after date of the invoice. If the dispute is subsequently resolved in favor of Provider, Provider shall re-invoice the disputed amount **7**A 40 owed then, including interest at the rate specified in Section 4.4 from the original due date, and 41 Customer shall pay all amounts agreed or found to be owing to Provider within 42 of the date of the reissued invoice.

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4.4. <u>Remittance</u>. Payments shall be made by Wire Transfer via the banking information below which can be updated by Provider by providing written notice to Customer.

3	Bank of America
4 4	Houston, Texas
5	ABA # 111000012
	FPL FiberNet, LLC
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4.5. <u>Setoff Rights</u>. Customer shall be entitled at all times to set-off any amount due from Provider against any amount payable by Customer to Provider.

Taxes. Customer shall be responsible for any applicable federal, state or local sales, 4.6. 10 11 use, excise, gross receipts, universal service, or other taxes, fees, assessments or similar amounts in 12 connection with the Service furnished to Customer pursuant hereto. Customer shall pay all such 13 amounts directly to the taxing authority unless the taxing authority requires that Provider collect and Щ remit payment, in which event Customer shall pay said amounts to Provider and Provider shall remit such amounts to the authority. Customer represents and warrants that all Services purchased 15 hereunder are being purchased for use by Customer. Customer agrees that if Customer resells any 16 ก part of the Service, by itself or as part of another service offered by Customer, to any end user, 18 Customer shall notify Provider of such resale and shall collect and remit all universal service fees due with respect to such services sold by Customer and shall file all applicable reporting forms. To 19. 20 the extent legally permitted, Provider may seek to reduce its universal service payments on the 21 Services to reflect the extent of their resale to end users by Customer. Customer and Provider shall 22 cooperate in taking all reasonable actions necessary to minimize, or to qualify for exemptions from, 23 any such taxes, duties or liabilities, including the furnishing of certifications that purchases by 24 Customer are for purposes of resale. Customer shall provide all information to Provider of any 25 exemption of sales, use or other tax claimed by Customer and shall immediately notify Provider of 26 any change in Customer's tax status.

37 4.7. <u>Protest</u>. Customer and Provider shall each have the right to protest or appeal any tax or charge assessed against it by any taxing authority.

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ARTICLE V - SERVICE INTERRUPTIONS AND CREDITS

5.1. <u>Allowance for Interruption of Service</u>. Customer shall be entitled to a credit for periods of Service Outage for the portion of the Market Services which is affected. For the purpose of determining the amount of allowance, every month is considered to have 30 days and only those sites affected by the Service Outage shall be considered in determining the number of sites affected.

5.2. Notice and Measurement. Service Outages shall be measured from (a) the earlier of
 the time Customer notifies Provider that a Service Outage has occurred or the time the Provider
 becomes aware of the outage to (b) the time of restoration which is confirmed by the Customer. For
 notice purposes, Customer may notify Provider by telephone, telefax, courier or any such similar
 expedited notice mechanism. Exhibit D to the Agreement provides the Provider's points of contact
 in the event of a Service Outage, provided that Provider may amend the points of contact set out in

Service on the Provider side of the Point of Demarcation are the responsibility of Provider, and
 Provider will maintain all such equipment, including P&C Fibers.

The Customer shall have the option to request that the Provider, at the Customer's expense and on "best efforts" verses SLA measurements, provide troubleshooting services on the Customer's side of the Point of Demarcation. The Customer shall also have the option to request that the Provider, at the Customer's expense, assist with the connection to the Provider's tie cable at given sites to facilitate service. For the avoidance of doubt, any assistance provided by the Provider will not change the original Point of Demarcation.

6.4. Off-Net Monitoring. Customer acknowledges that Provider has no ability ٩ independently to test or maintain Service between any locations related to Off-Net Services. 10 Consequently, if Provider provides such Service, then, notwithstanding anything in this Agreement 11 to the contrary, Provider's entire duty with respect to such Service shall be to use commercially 10 reasonable efforts to cause the provider thereof to test and maintain such Service in accordance with 13 14 Provider's specifications, and Customer shall not be entitled to any Service Outage credit or damages of any kind from Provider for any outage of Off-Net Services, except to the extent provided 15 above in Section 5.4. 16

Monthly Service Meetings. Provider will host monthly service meetings with the 17 6.5. Customer to review monthly statistics regarding existing circuits, new requests, and outstanding 18 issues needing resolution and/or escalation. The Customer will present a vendor scorecard (see 19 Exhibit G) at each meeting that will summarize the Customer's satisfaction with various aspects of 20 21 the business relationship. A Provider scorecard (see Exhibit H) will be presented at each meeting that will summarize the circuit information for the previous month. This data shall reflect not only 22 the previous month's performance, but also show trend data over time. Provider shall present its 23 24 analysis of the performance trends and recommendations to continually improve performance, reduce cost and increase value to Customer for the following categories (see Provider Scorecard 25 Metric set forth in Exhibit E): (a) Circuit Availability; (b) Mean Time to Repair; (c) Number of 26 27 Incidents; (d) Number of Outages; (e) Number of Outage Minutes; (f) Number of Chronic Failures; 28 and (g) Number or Service Orders Completed.

 \mathcal{L} 9 6.6. <u>Access and Security Provisions</u>. The Parties agree to the access and security \mathcal{D} provisions contained in Exhibit C to this Agreement.

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ARTICLE VII - SERVICE CHANGES

7.1. Legal Changes. Upon prior written notice, Provider shall have the
 right, and Customer shall have the right without payment of any termination liability, to terminate
 any Service Order entered into under this Agreement if any material rate or term contained in the
 Service Order is materially and adversely changed or is found to be unlawful, or the relationship
 between the Parties hereunder is found to be unlawful in a final, unappealable legal order or other
 determination.

7.2. Early Termination of Service Order by Customer. Customer may at its sole option cancel a Service Order prior to the end of the Service Order Term for any reason, upon $\sqrt{2}$ written notice to Provider setting out the effective date of cancellation. In the event Customer

shall cancel any Service Order prior to the expiration of the Service Order Term, Customer shall
remit to Provider on demand as liquated damages, and not as a penalty, the following sums (a) all
costs, fees and expenses reasonably incurred in connections with establishing service to Customer;
plus (b) any disconnection, early cancellation or termination charge reasonably incurred by Provider
on behalf of Customers; (c) any terms with regard to minimum usage to which the Customer has
agreed; and (d) the reasonable costs for removal of all equipment specially ordered to service
Customer.

Renewals. Unless specified otherwise in the Service Order, a Service Order will
 automatically renew on a month-to-month basis at the existing rate unless canceled by Provider or
 Customer with at least thirty (30) days written notice to the other.

ARTICLE VIII - BREACH AND REMEDIES

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8.1. Default. A Party shall be in Default under this Agreement if:

B a. Such Party fails to make a payment when due and such failure continues for more
 than after written notice.

b. Such Party fails to perform any obligation required under this Agreement and such failure continues for more than the second after written notice, provided that if the breach is of

17 such a nature that it can not be cured within the such Party shall not be in Default

18 so long as it commences to cure within such period of time and thereafter diligently and

19 continuously pursues such cure to completion.

20 c. Such Party fails generally to pay its debts as such debts become due, or admits in 21 writing its inability to pay its debts as such debts become due, or makes any general assignment for 22 the benefit of creditors.

d. There is commenced by such Party any case, proceeding, or other action seeking
 reorganization, arrangement, adjustment, liquidation, dissolution or composition of it or its debts
 under any law relating to bankruptcy, insolvency, or reorganization, or relief of debtors, or seeking
 appointment of a receiver, trustee, custodian, or other similar official for it or for all or any
 substantial part of its property.

e. There is commenced any case, proceeding or other action against such Party seeking
to have any order for relief entered against such Party as debtor, or seeking reorganization,
arrangement, adjustment, liquidation, dissolution or composition of such Party or its debts under any
law relating to bankruptcy, insolvency, reorganization, or relief of debtors, or seeking appointment
of a receiver, trustee, custodian, or other similar official for such Party or for all or any substantial
part of the property of such Party, and

24(i)such Party shall, by any act or omission, indicate its consent to, approval of, or35acquiescence in such case, proceeding or action, or

(ii) such case, proceeding or action results in the entry of an order for relief which
 is not fully stayed within seven (7) business days after the entry thereof, or

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(iii) such case, proceeding or action remains un-dismissed for a period of thirty
 (30) days or more or is dismissed or suspended only pursuant to section 305 of the United
 States Bankruptcy Code or any corresponding provision of any future United States
 Bankruptcy law.

8.2. <u>Remedies</u>. Upon the occurrence of a Default, the non-Defaulting Party may seek any and all remedies available at law and/or equity, except to the extent any such remedy is specifically limited or prohibited by this Agreement, and may terminate this Agreement and all Service Orders or may terminate any one or more Service Orders to which the Default is related.

8.3. <u>Suspension of Service</u>. When payment in full, less any disputed amounts as provided above, is not made by Customer on or before any due date, Provider, in its sole discretion, shall have the right, on and after the **service** state of after Provider has given Customer written notice of nonpayment, in addition to exercising any remedies available for such Default, to suspend Service to Customer (either completely or only with respect to any affected Service Order or Service Orders) until such time as Customer has paid all arrearage.

8.4. <u>Prohibited Use</u>. If Customer uses any Service in a manner that is a violation of law or that interferes with the operation of Provider's Network, and if Customer does not cease such objectionable use immediately after receipt of notice from Provider, Provider shall have the right to suspend its provision of the relevant Service to Customer until Customer provides assurances reasonably acceptable to Provider that such use is not or no longer shall be in violation of applicable law or will no longer interfere in the operation of the Provider Network.

ARTICLE IX - WARRANTIES; LIMITATION OF LIABILITY

9.1. <u>Representations of the Parties</u>. Provider hereby represents and warrants to Customer that Provider has been duly formed and is in good standing in the state of its organization, that Provider is qualified to do business in the States where the Services will be delivered, and that the execution of this Agreement by Provider has been duly authorized in compliance with Provider's organization documents and procedures. Customer hereby represents and warrants to Provider that Customer has been duly formed and is in good standing in the state or country of its organization, that Customer is qualified to do business in the States where the Services will be delivered, and that the execution of this Agreement by Customer has been duly authorized in compliance with the execution of this Agreement by Customer has been duly authorized in compliance with Customer's organization documents and procedures.

9.2. <u>Warranties of the Parties</u>. Provider warrants that the Services furnished shall be performed in accordance with standards of care, skill and diligence consistent with (i) recognized and sound industry practices, procedures and techniques; (ii) all applicable laws and regulations; (iii) the specifications, documents and procedures applicable to the Services; and (iv) the degree of knowledge, skill and judgment customarily exercised by professional firms with respect to services of a similar nature. Provider shall ensure that all replacement cable and splices used for P&C functions shall meet the requirements and technical specifications of the terminal equipment. All fibers in a cable that has been repaired shall be tested for compliance and the results documented. Test reports, together with all testing records, will be provided to Customer. Provider shall be responsible for the cost of rework or repairs, if any, to be made to the P&C Fibers if such rework or repair is required due to Provider's non compliance with the warranties provided herein.

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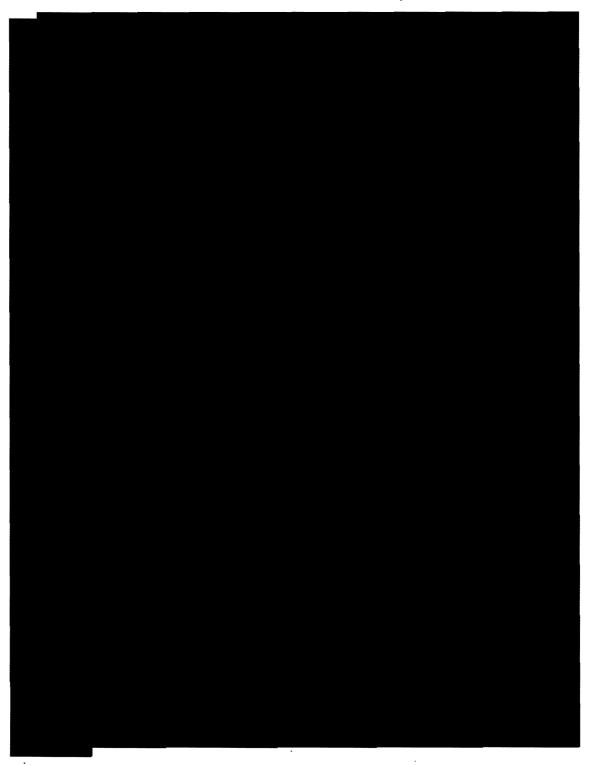
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	EXHIBIT E
•	Severity Levels
Defir	aition of Severity Levels:
Dem	
•	General comments:
	: All trouble tickets will be opened with Provider by placing a phone call to the Provider NOC,
	For all tickets opened, once communication is initiated between Provider and the Customer, both parties will ensure that the trouble ticket is opened under the same severi level and both trouble tickets will match.
	When a trouble ticket is opened and requires access to a site is not available until normal business hours, both Customer and Provider will agree to downgrade the ticket us access to the site is available. At the time access is available, the original ticket will be closed and new ticket will be opened with the appropriate severity level.
Post	Mortem Requests:
	After the resolution of a circuit trouble, the Customer may request a post mortem any other type of summary of events from Provider. Within three business days, Provide will respond with an initial summary of events to the Customer. As a guideline, the Customer is requesting to have an automatic summary of events on each circuit trouble resolution that exceeds the allotted timeframe for resolution.
Seve	rity Level Category Table:
	rity Level Description Response Definition Response Resolution Definition Re ategory Compliance Co

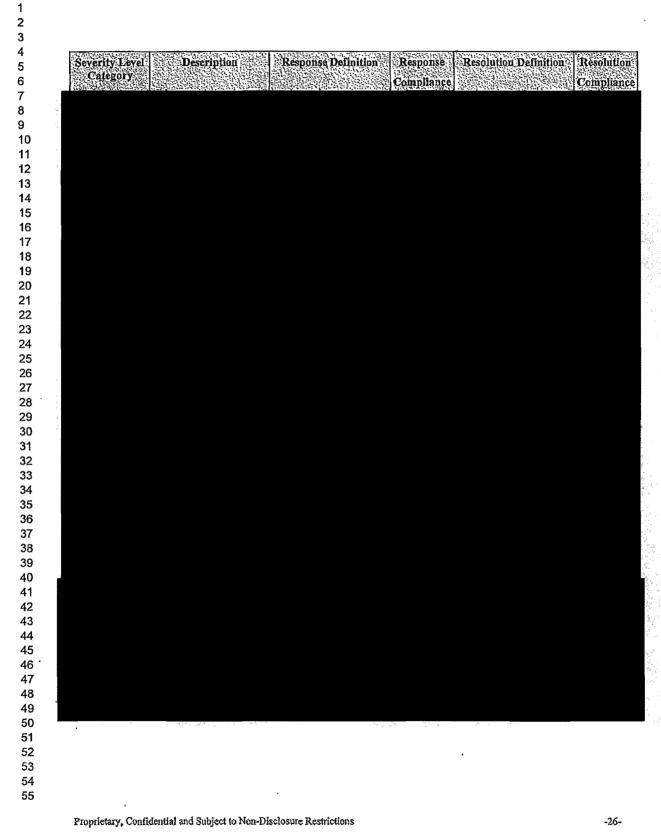
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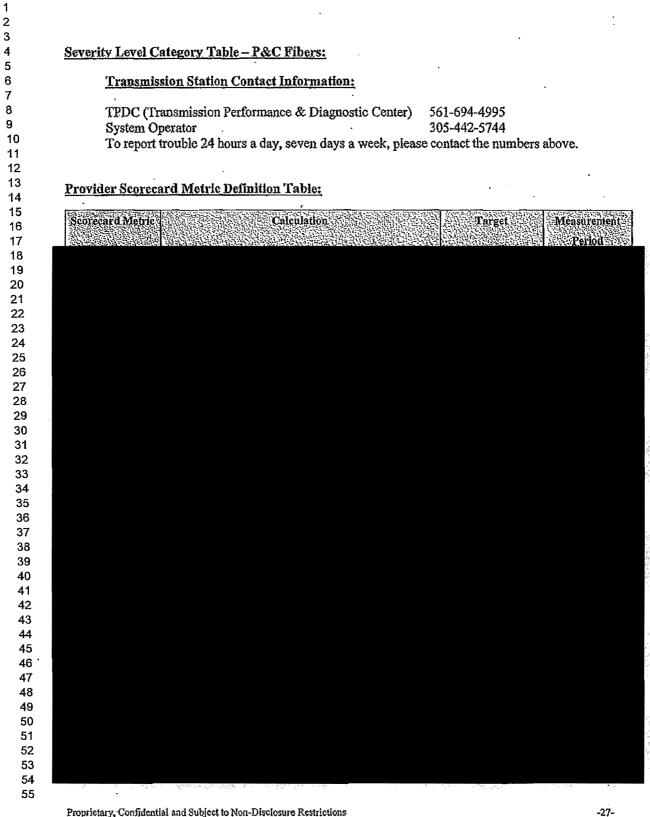
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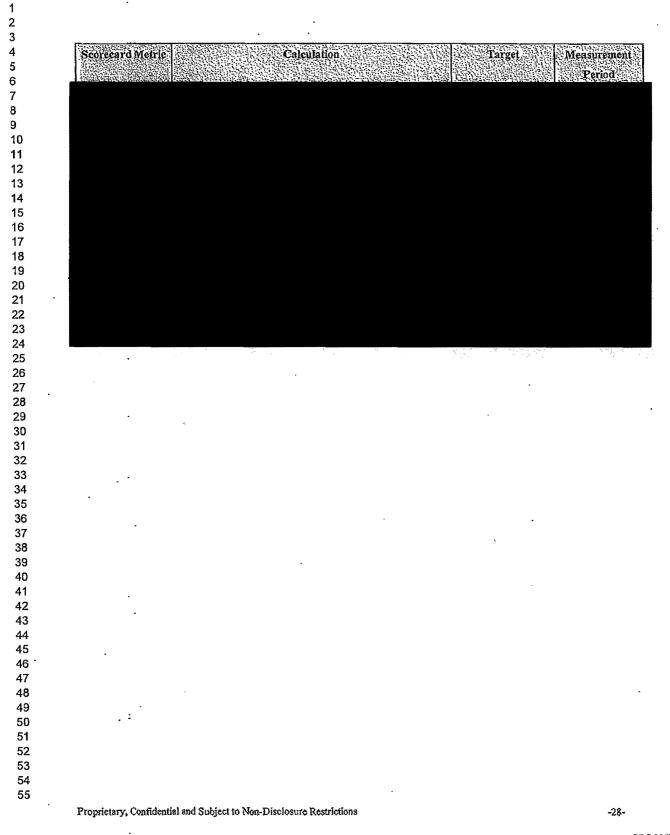
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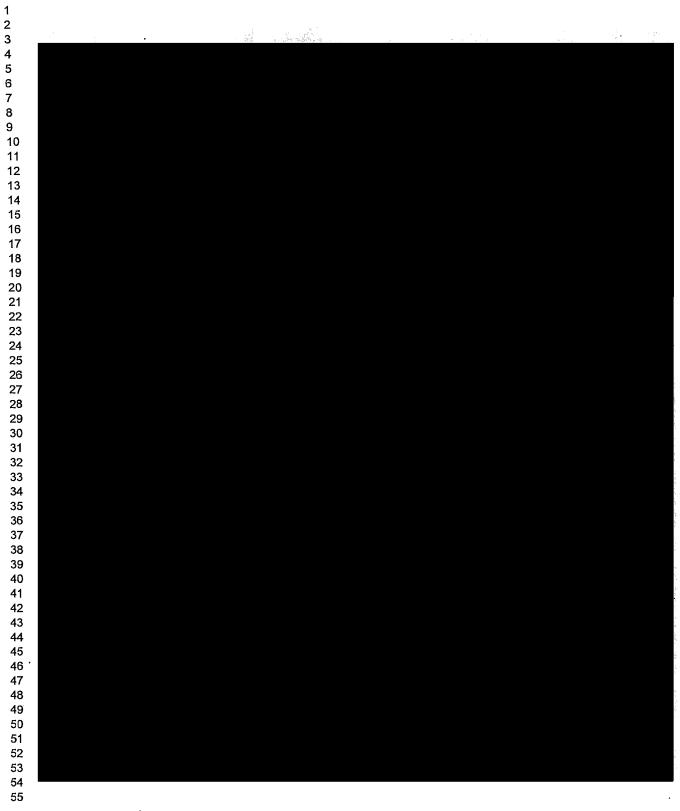


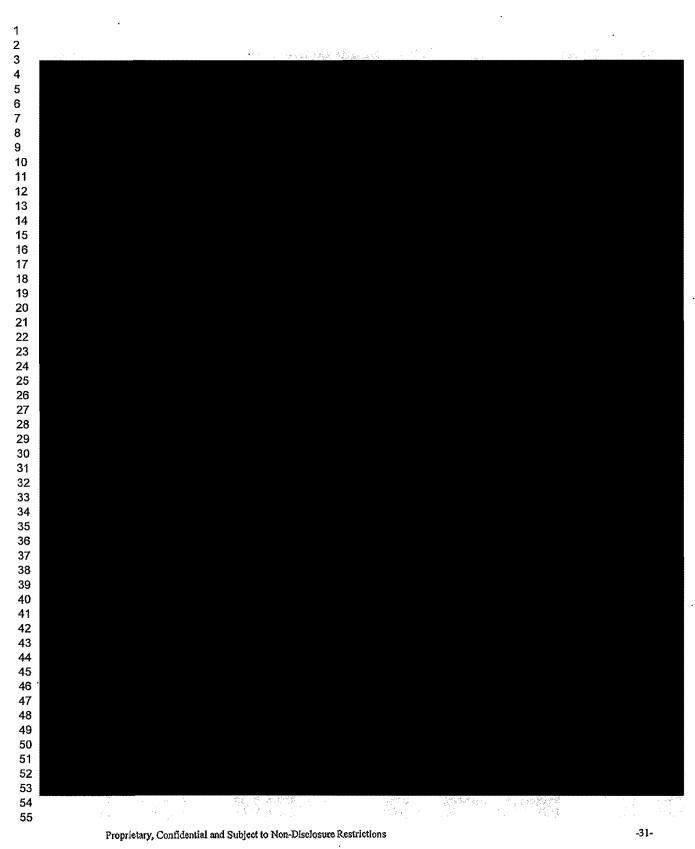


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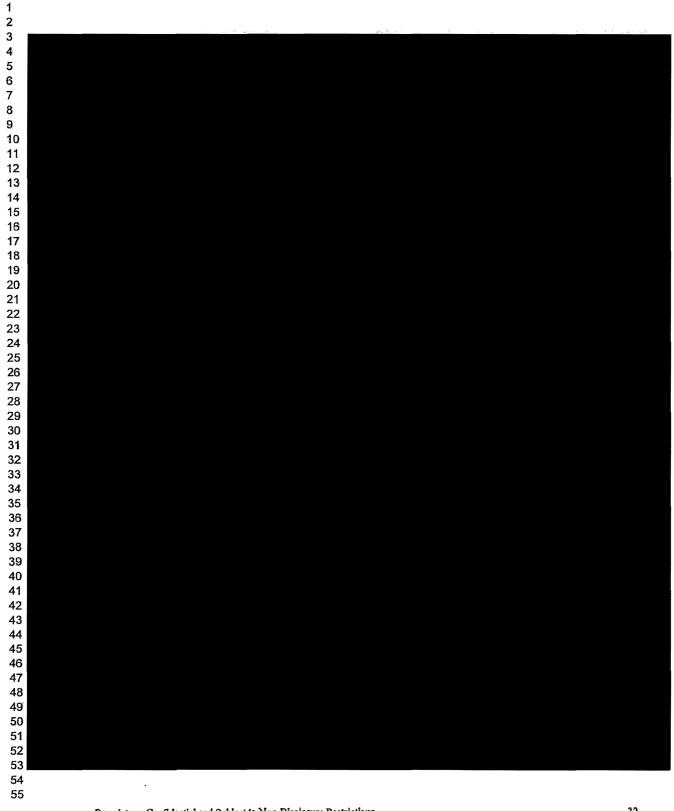
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EXHIBIT F Provider Demarcation Database Table									
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the Cu	stomer's e	quipment. Prov	lder w	ill not be	e respon	sible for repair	ing any facilities		0
Provid	ler's point	of demarcation	and th	e Custor	ner's eq	uipment.			
Location Name	Location .	Building	Floor	Suite	Room	Other	Location Address	City/Zip	
	Code	DMARC point			2. n	Comments			•
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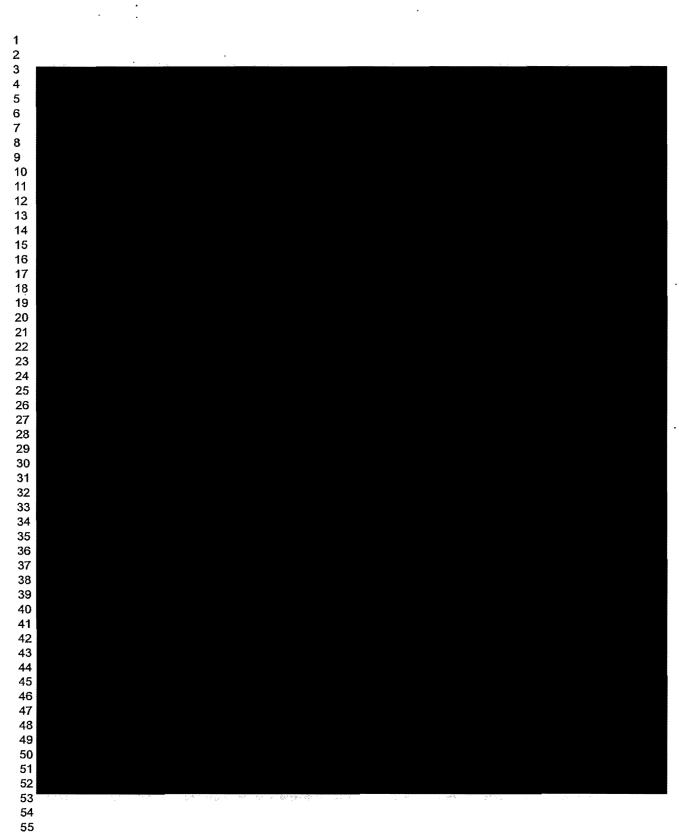
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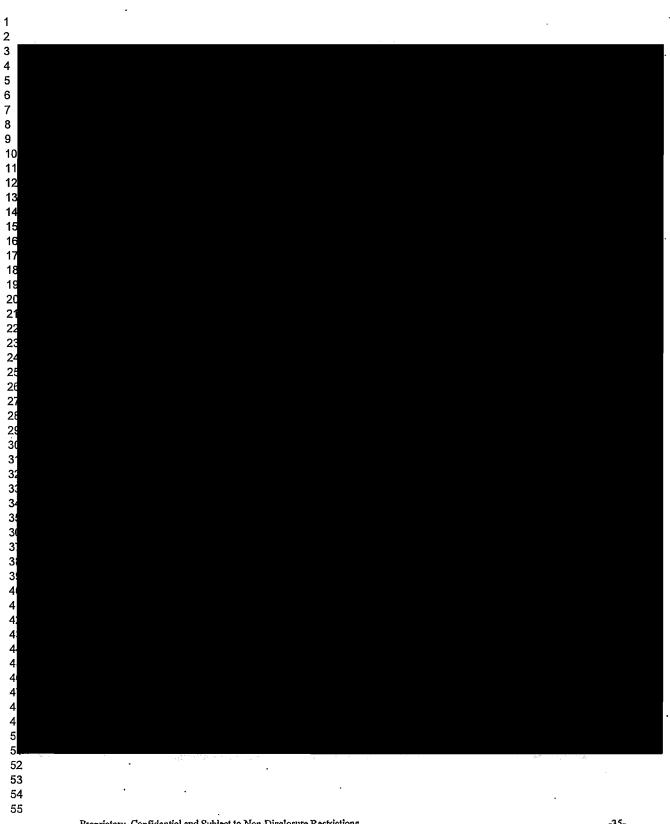


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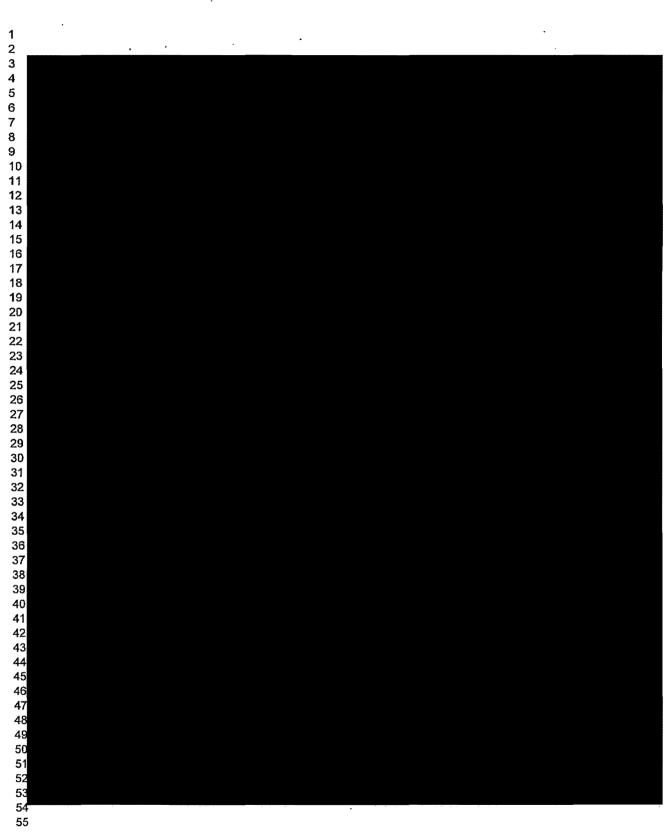
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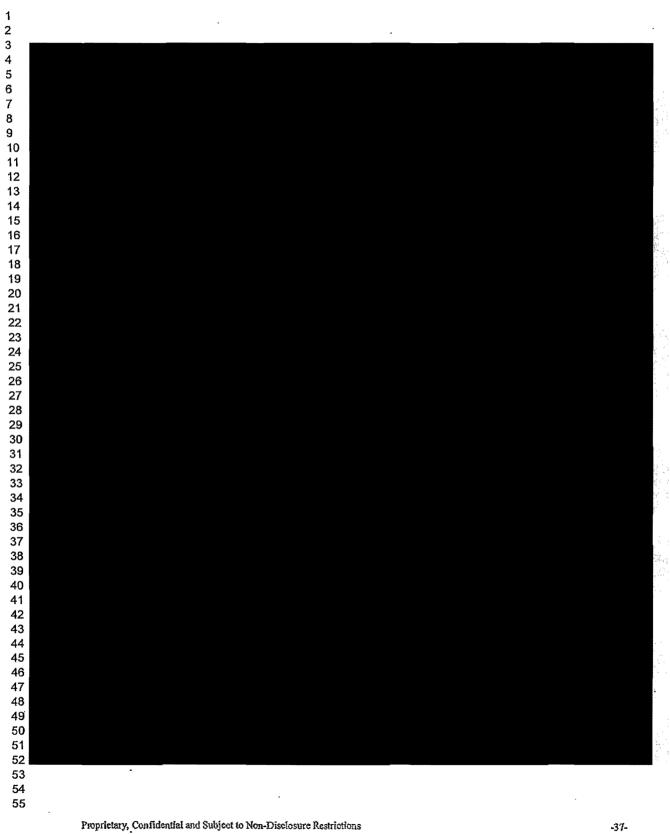
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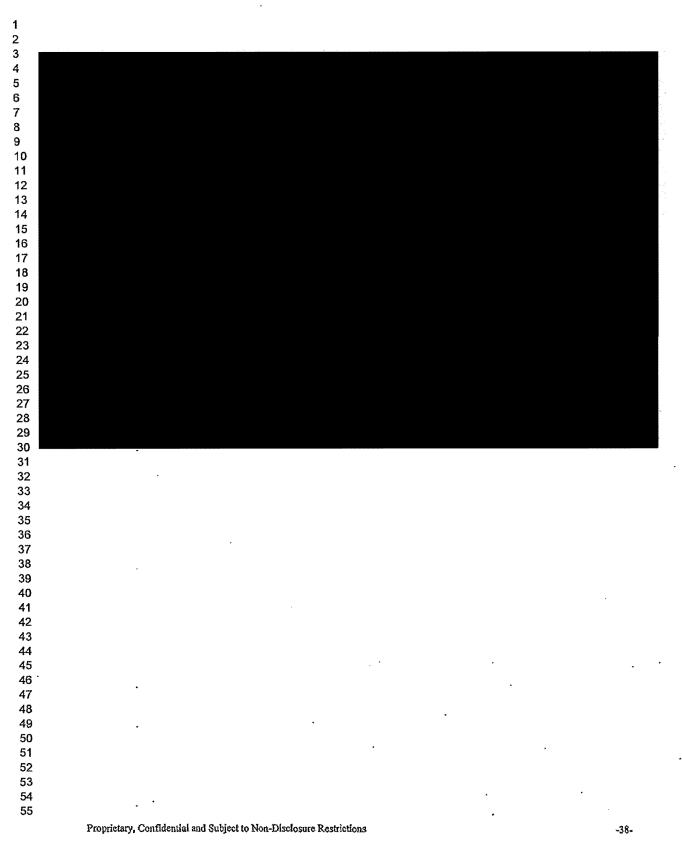
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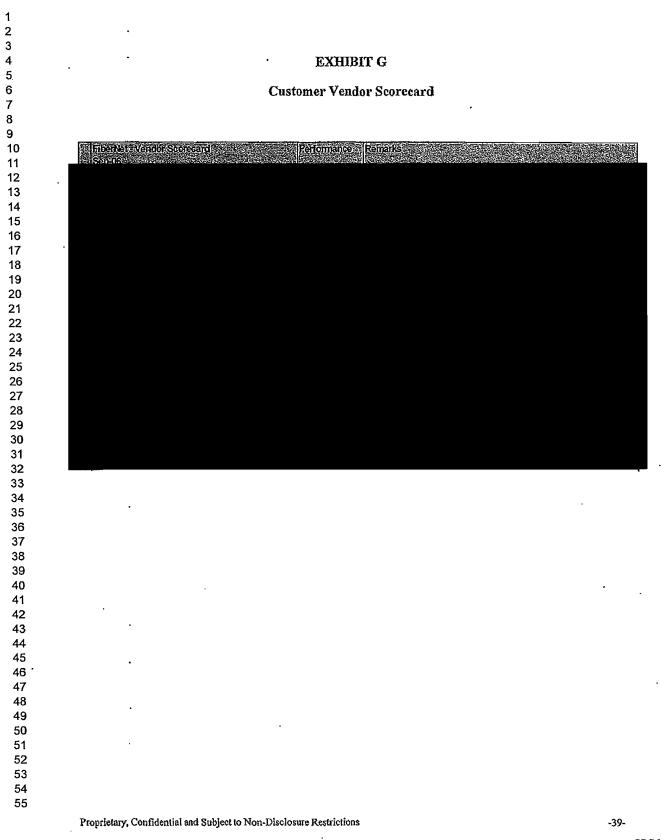


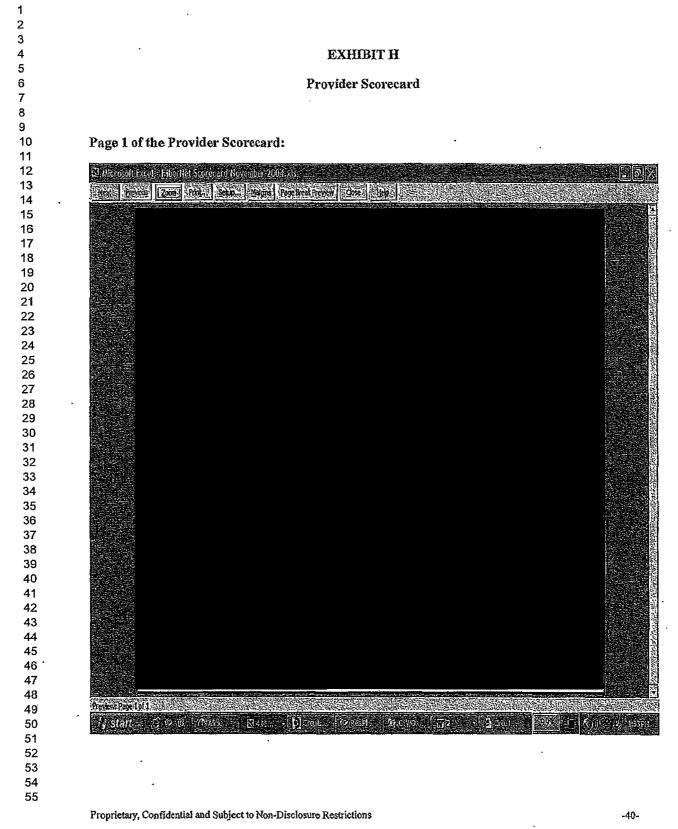
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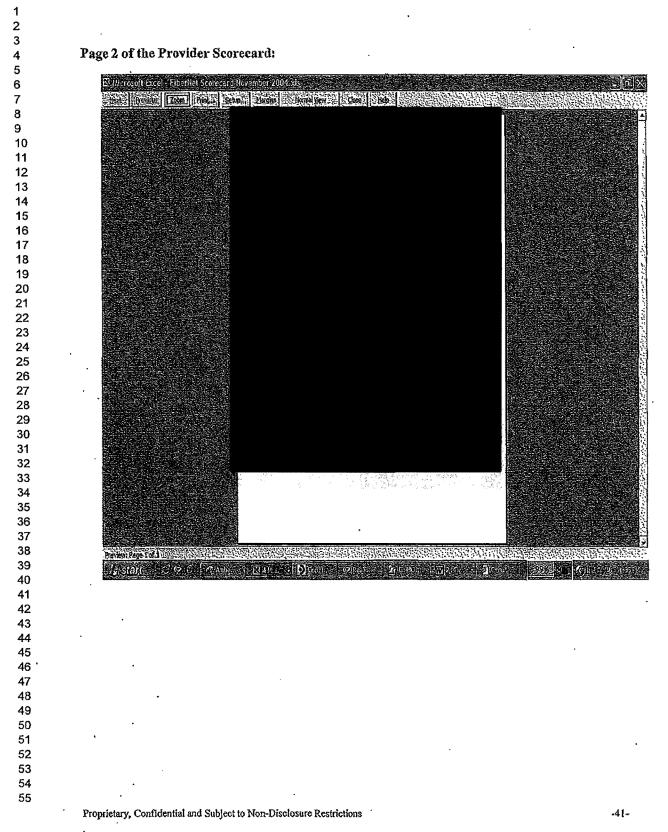
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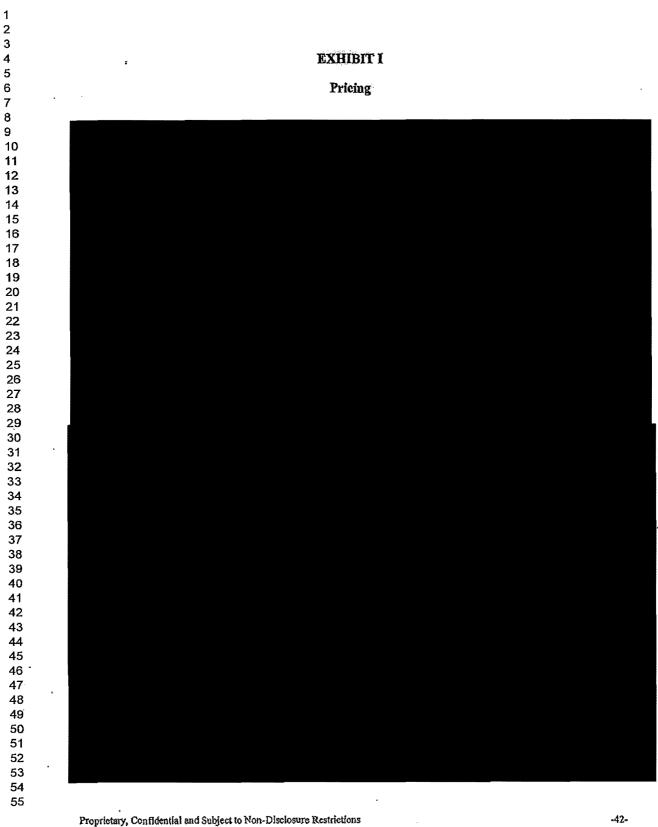


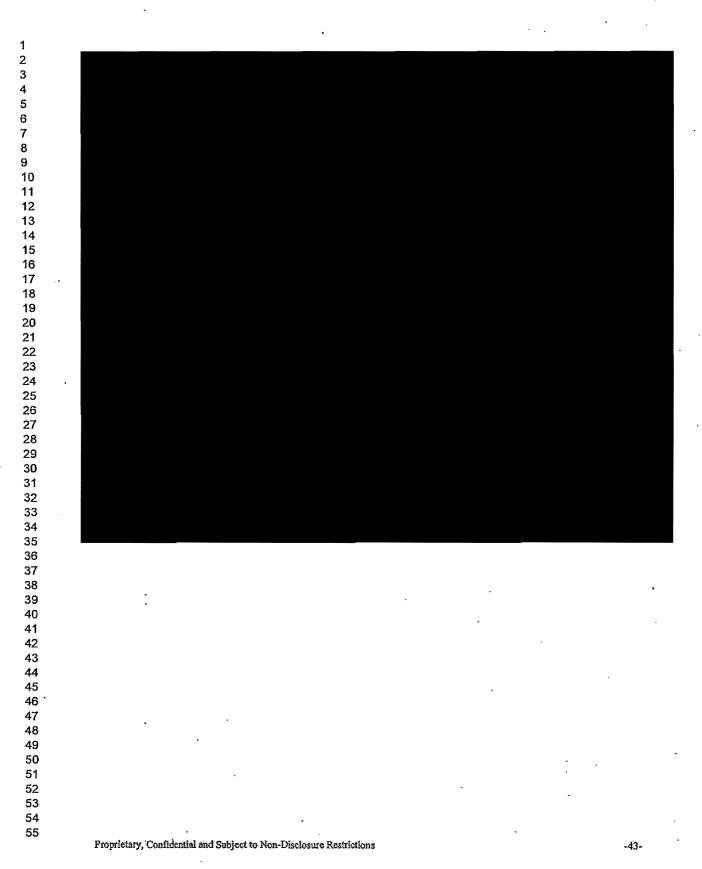






OPC 006402 FPL RC-12





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20	Enterprise Agreement See General Information Section	Page No: 4 / 5 Purchase Contract: 4600010768										
45	•	ber: 4600010768 FLORIDA POWER &										
6	General Information											
7 8	Changes to the language, conditions, and/or terms of this Contract From issued by Purchesor's ISC Department.											
q 10	Changes within the scope of a Purchese Document shall only be a Form issued by Purcheser.	approved upon receipt of a property authorized Change										
11 12	COMPANY REPRESENTATIVES: All Work is subject to the approval and acceptance of the Purchas	er Company Representative.										
13 14 15	The Purchaser Company Representativa (and alternate Company Re Document when issued by Purchaser for the specific Work. In the Purchase Document shell bedeemed to be the Purchaser Company	a absence of any specific language, the issuer of the										
16	Supplier Company Representativo is Mr. John Kahl at telephone: 7	72-597-7288 (office) and amail: john.kahl@fp).com.										
7 8	CONTRACT PRICING AND BATES: All pricing is firm for the Contract Term.											
19 20 21	2.6 Flow Sleeves Repairs (scope outlined above): 2.6 Gas Only Fuel Nozzlos D&I/Cleen & Install (scope outlined abo 2.6 Gas Only Fuel Nozzles Overheul (scope outlined ebovel:	ve):										
22 23	INVOICE INSTRUCTIONS: Invoice Instructions or requirements shall be indicated on the Purch	ase Document.										
24 75	PAYMENT TERMS: Payment terms are due immediately upon request from receipt of c	correct invoice and required documentation.										
24 27 28 29	SALES AND USE TAXES; Excluding rental equipment, the repair services provided under the equipments subject to seles and use tax. For clarity on invoices, t item charges (i.e. rental equipment) to be separated from the rema	Supplier shall involce in a manner that allows for taxable										
zo	if required by applicable law, Purchaser will provide Supplier with t	he appropriate documentation to support the exemption.										
31 52	Supplier is responsible for any sales or use Tax related to the Item for thebanelit of Purchaser.	s purchased or ranted for their own consumption and not										
33	Supplier shall bill in accordance with sales and use tax laws of the	epplicablo stato.										
34 35 34	ACKNOWLEDGEMENT COPY; As a duly authorized representative, the undersigned acknowledges attachments, and references:	and accepts the terms of this document, its										
37	Accepted By:											
38	Supplier Company Name: FPL FABRICATION	DUTAGE SERVICES										
39	Name of Authorized Representative:OHH	<u><u><u>H</u></u> <u>(</u></u>										
শত	Signature of Authorized Representative:	all										
40	Title of Authorized Representative: MARCAGEV	2.										

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		A	С	B	TIAL	4	C	n -	D			
No	BADO 700 U Juno	3ER WINDPOWER, LLC Iniverse Bivd Beach, FL 33408					Page No: 2 / 3 Purchase Order: 2000056319					
4 5				PO Number: 2 /endor Name		6319 CENTRAL LAB						
6789012	 Parel PO L PO L A sho Date Itemiz 	VOICES SUBMITTED SHALL INC hase Order Number Ine item # ort item description of the Service end location of Work performed zod pricing cable supporting doumentation	ude the followi	ng Informati	ION:							
13 14 15 16	Altered involces will not be processed by Purchaser. OUT-OF-SCOPE WORK INSTRUCTIONS: Changes in the scope of this purchase order shall be performed only upon receipt of a property authorized and amended change order (Change For Issued by Purchaser.											
(7 16 19	ATTACHMENTS: PURCHASER STANDARD TERMS AND CONDITIONS FOR SERVICES, Rev. 2/23/11. SUPPLIER SAFE AND SECURE WORKPLACE POLICY Rev. 8/24/11											
20	You are a of your tr	required to sign and submit an ack ivolces.	nowledgment copy of	f this Purchase o	rder. Fel	livre to roturn this ac	knowledgme	inil may preven	t processing			
22 23		VLEDGEMENT COPY authorized representative, the un	dersigned acknowled	ges and accepts	the term	as of this document,	lis allachme	nis, and refere	nces.			
æ	Accepted	I Ву:										
25	Company	/ Name:	**************************************									
26	Name of.	Authorized Representative:	,									
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PAGES OPC 006438 THROUGH OPC 006443 ARE CONFIDENTIAL IN THEIR ENTIRETY

PAGES OPC 006444 THROUGH OPC 006479 ARE CONFIDENTIAL IN THEIR ENTIRETY

PAGES OPC 006488 TO OPC 006529 ARE CONFIDENTIAL IN THEIR ENTIRETY

Equipment Loan Agreement

This Equipment Loan Agreement, (the "Agreement") entered into March 18, 2011, sets forth the understandings for NextEra Energy Point Beach, LLC ("PBN"), a Wisconsin limited liability company (individually referred as a "Party" or collectively as the "Parties") and Florida Power & Light Company, a Florida corporation, regarding the loan of the Equipment (as defined herein) from PBN, located in Point Beach, WI to Turkey Point Plant (PTN), located in Homestead, FL for the time period set forth herein.

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WHEREAS, PTN has requested that a manual probe delivery system used in the eddy
 current testing of reactor vessel thimble tubes (the "Equipment") be loaned to PTN by PBN, so
 that PTN can utilize such Equipment at the PTN Facility; and

WHEREAS, PBN has agreed to provide the Equipment to PTN as provided herein; and

13 WHEREAS, the Parties have agreed to the following terms and conditions for the 13 temporary loan of the Equipment to PTN.

i4 NOW, THEREFORE, for good and valuable consideration, the receipt of which is bereby acknowledged, the Parties hereby, intending to be legally bound, agree as follows:

16 1. <u>Fee; Loan Period</u> PBN agrees to loan the Equipment to PTN at for approximately 1 month starting March 21, 2011 through April 20, 2011 the ("Loan Period"). 16 The Parties may mutually agree to extend or shorten the Loan Period. Notwithstanding the 17 foregoing, PBN may request the return of the Equipment at any time during the Loan Period.

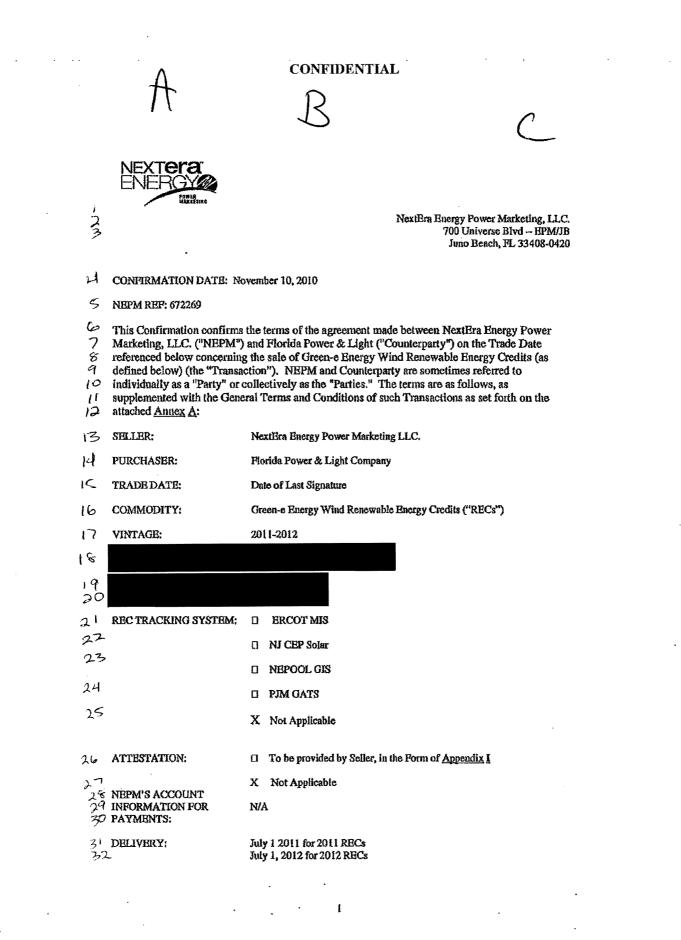
2. <u>Release, Return and Inspection of Equipment</u>. At the beginning of the Loan period, PTN shall arrange to have the Equipment transported from PBN to PTN. At the expiration of the Loan Period, PTN shall after inspection and routine maintenance, arrange to have the Equipment transported back to PBN. Equipment shall be in substantially the same condition and repair as when the Equipment was delivered to PTN, subject to reasonable wear and tear.

3. Damage to Equipment. In the event that PTN damages the Equipment, and such damage is not the result of normal wear and tear or a defect in the Equipment, PTN agrees to repair the equipment prior to returning the equipment to PBN or reimburse PBN for the direct and reasonable costs of repairing such damaged Equipment; provided, however, PTN's obligation under this Paragraph 3 shall not exceed the then-current fair market value of such damaged Equipment. Upon PTN's request, PBN shall be responsible for producing any necessary documentation to substantiate the depreciated fair market value of any damaged Equipment.

> OPC 006640 FPL RC-12

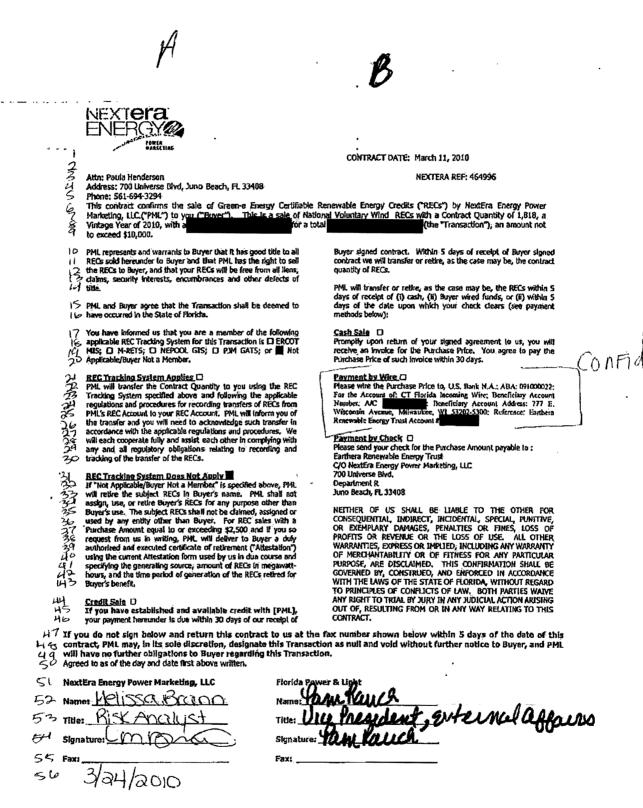
	A NEXTERA ENERGY	CONFIDENTIAL B
- 33	ALLE VILLI INTE	NextEra Bnergy Power Marketing, LLC. 700 Universe Blvd – EPM/JB Juno Beach, FL 33408-0420
ч	CONFIRMATION DATE: O	ctober 5, 2010
5	NEPM REP: 651185	
69-89-10-112	Marketing, LLC. ("NEPM") referenced below concernin defined below) (the "Transa individually as a "Party" or	the terms of the agreement made between NextEra Energy Power and Florida Power & Light ("Counterparty") on the Trade Date g the sale of Green-e Energy Wind Renewable Energy Credits (as action"). NEPM and Counterparty are sometimes referred to collectively as the "Parties." The terms are as follows, as eral Terms and Conditions of such Transactions as set forth on the
13	SELLER:	NextEra Energy Power Marketing LLC.
14	PURCHASER:	Florida Power & Light Company
15	TRADE DATE:	Date of Last Signature
6	COMMODITY:	Green-e Energy Wind Renewable Energy Credits ("RECs")
17	VINTAGE:	2011-2012
18.		
19 70		
21	REC TRACKING SYSTEM:	D BRCOT MIS
22		D NJ CEP Solar
23 24		D NEPOOL GIS
		D PJM GATS
25		X Not Applicable
26	ATTESTATION:	1 To be provided by Seller, in the Form of Appendix I
27	NEDMIC ACCOUNT	X Not Applicable
28	NEPM'S ACCOUNT INFORMATION FOR PAYMENTS:	N/A
30	DELIVERY:	June 30, 2011 for 2011 RECs June 30, 2012 for 2012 RECs

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OPC 006639 FPL RC-12

PAGES OPC 006530 THROUGH OPC 006565 ARE CONFIDENTIAL IN THEIR ENTIRETY

PAGES OPC 007090 THROUGH OPC 007211 ARE CONFIDENTIAL IN THEIR ENTIRETY

PAGES OPC 006642 THROUGH OPC 007089 ARE CONFIDENTIAL IN THEIR ENTIRETY

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PAGES OPC 006566 THROUGH OPC 006616 ARE CONFIDENTIAL IN THEIR ENTIRETY

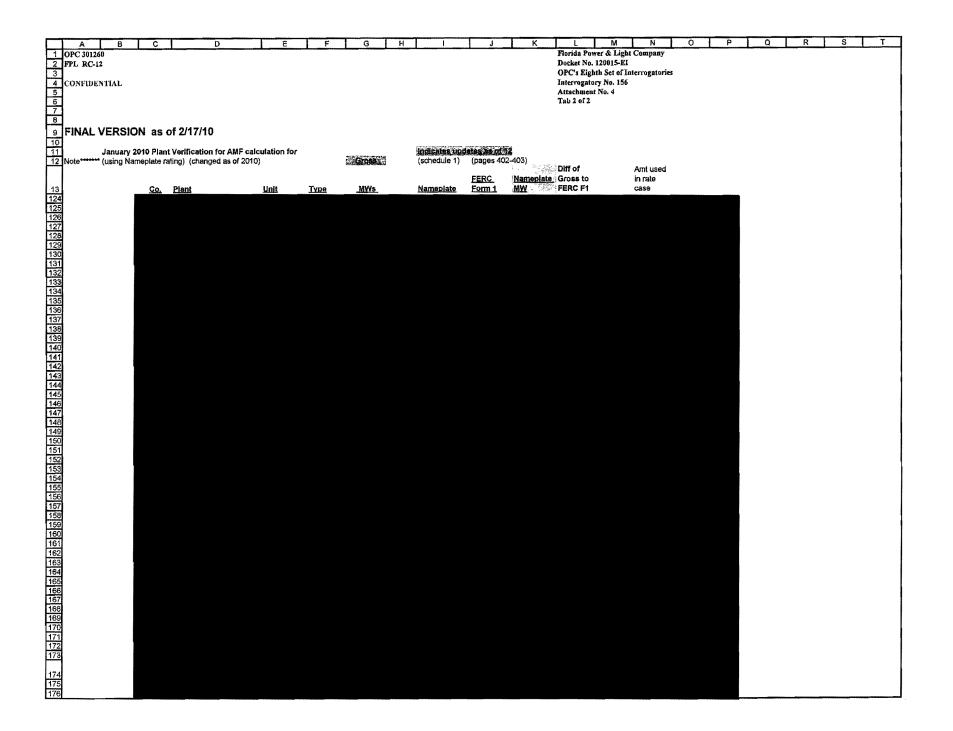
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	А	В	С	D	E	F						
1	OPC 301259	_	L			r & Light Company						
	FPL RC-12			Docket No. 120015-EI								
3				OPC's Eighth Set of Interrogatories								
4	CONFIDENT	TAL.			Interrogatory No. 156							
5	CONTINUE				Attachment N							
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7				140 1 01 2								
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	Grand Total											
-	FPL					use this for 2010 forecast						
42	FPLE											

PT Summary Dec 2009

10		of 2/17/10										
11 Janua		t Verification for AMF calc ating) (changed as of 2010			Gross	1	Indicates upd (schedule 1)	(pages 402-	403)			
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13 14	Co. FPL	<u>Piant</u> Turkey Point	<u>Unit</u> Unit 1	<u>Type</u> Other	<u>MWs</u> 396.0		<u>Nameplate</u> 402,050.0	Form 1 402	<u>MW</u> 402.1.	FERC F1 6.1	case 396.0	
15	FPL	Turkey Point	Unit 2	Other	392.0		402,050.0	402	402.1	10.1	392.0	
16	FPL	Turkey Point	Unit 3	Nuclear		Nuclear			759.9	66.9	693.0 693.0	
17. 18	FPL FPL	Turkey Point Turkey Point	Unit 4 Unit 5	Nuclear Other	693.0 1,148.0	Nuclear	759,900.0 1,224,510.0	1225	759.9	66.9 76.5	1,148.0	
19	FPL	Cutler	Unit 5	Other	68.0		75,000.0	75	75.D	7.0	68,0	
19 20 21 22 23 24 25 26 27 28 30 31 32 33 34 35 36 37 38 39 40 41 42 43 44 45 46 47	FPL	Cutler	Unit 6	Other	136.0		161,500.0	162	161.5		136.0	
21	FPL	Lauderdale Lauderdale	Unit 4 Unit 5	Other Other	436.0 436.0		526,250.0 526,250.0	527 526	526.3 526.3		436.0 436.0	
23	FPL	Port Everglades	Unit 1	Other	220.0		225,250.0		225,3	5.3	220.0	changed based on actual H2 operating press, not r
24	FPL	Port Everglades	Unit 2	Other	220.0		225,250.0		225.3			changed based on actual H2 operating press, not r
25	FPL FPL	Port Everglades Port Everglades	Unit 3 Unit 4	Other Other	387.0 392.0		402,060.0 402,060.0	402 402	402.1 402.1	15.1 10.1	387.0 392.0	
27	FPL	Riviera	Unit 3	Other	277.0		310,420.0	311	310.4	33.4	277.0	
28	FPL	Riviera	Unit 4	Other	288.0	A	310,420.0	310	310.4		288.0 839.0	
29	FPL FPL	St. Lucie St. Lucie	Unit 1 Unit 2 (85%)	Nuclear		Nuclear			850.0 850.0			shouldn't PSL1 and PSL2 be the same
31	FPL	Martin	Unit 1	Other	829.0	110000	934,500.0	935	934.5	105.5	829.0	
32	FPL	Martin	Unit 2	Other	829,0		934,500.0	934	934,5		829.0	
33	FPL FPL	Martin Martin	Unit 3 Unit 4	Other Other	478.0 478.0		612,000,0 612,000.0	612 612	612.0 612.0	134.0 134.0	478.0 478.0	
35	FPL	Martin	Unit 8	Other	1,104.0		1,224,510.0	1225	1,224,5		1,104.0	
36	FPL	Cape Canaveral	Unit 1	Other	396.0		402,050.0	402	402.1		396.0	
37	FPL FPL	Cape Canaveral Sanford	Unit 2 Unit 3	Other Other	396.0 138.0		402,050.0 156,250.0	402 156	402.1	6.1 · 18.3	396.0 138.0	
39	FPL	Sanford	Unit 4	Other	958.0		1,188,860.0	1189	1,188.9	230,9		minor change from 1,188,880 to 1,188,860
40	FPL	Sanford	Unit 5	Other	958.0		1,188,860.0	1189	1,188.9	230.9		minor change from 1,188,880 to 1,188,861
41	FPL	Putnam	Unit 1 Unit 2	Other Other	249.0 249.0		290,004.0 290,004.0	290 290	290,0 290,0		249.0 249.0	
42	F P L FPL	Putnam Fort Myers	Unit 2 Unit 2	Other	1,440.0		1,775,390.0	290 1775	1,775.4		1.440.0	
44	FPL	Fort Myers	Unit 3	Other	324.0		376,380.0	376	376.4	52.4	324.0	
45	FPL	Manatee	Unit 1	Other	819.0 810.0		863,300.0	863 864	863.3	44.3 44.3	819.0 819.0	
40	FPL FPL	Manatee Manatee	Unit 2 Unit 3	Other Other	819.0 1,104.0		863,300.0 1,224,510.0	1225	1,224.5	44.3	1,104.0	
48	FPL	St. Johns River (SJRPP)	Unit 1 (20%)	Other	125.0		135,918.0	136	135.9	10.9	125.0	
49	FPL	St. Johns River (SJRPP)			125.0		135,918.0	136	135.9	10.9	125.0	
51	FPL FPL	Scherer (Georgia) GT	Unit 4 GTPP 1 - FL	Other Other	646.0 420.0		680,368.0 410,734.0	680 410	680.4 410.7		420.0	eliminate Diesel from Plant column
52	FPL	GT	GTPP 2 - FL	Other	420.0		410,734.0	411	410,7	(9.3)	420.0	eliminate Diesel from Plant column
48 49 50 51 52 53 54	FPL	GT	GTPP 3 - PE		420.0		410,734.0	411	410.7	(9.3)		eliminate Diesel from Plant column eliminate Diesel from Plant column
55	FPL FPL	GT West Cty	PFM GTs U1CC	Other Other	648.0 1,219.0		744,120.0 1,366,800.0	744	744.1	96.1		updated nameplate ratings
56 57	FPL	West Cty	U2CC	Other	1,219.0		1,366,800.0		1,366,8		,	updated nameplate ratings
57					24,671.0		27,413,464.0		27,413.5			DIFF IS SCHERER
50							Less NUC and	ScaleLet	23,513.3	2,257.7	19,741.0	
58 59 60									Let a see	6		

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2	FPL RC-12														. 120015-EI							
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9	FINAL V	EKON	JN as	or 2/17/	10																	
10 ⁻ 11			2040 01	+ Vo-Hoot	ion for AMF	onlouin	tion for				Indicates upo	ator as of 4	ï									
12					anged as of 2		10011101		Gross	14 65	(schedule 1)	(pages 402	403)									
12	NULE	(បទអាមួ កេ		aung/ (one					5.95 9 5777		(001100010 1)	(pages 402	EFENSA-	Diff of		Amt used						
												FERC	Nameplate			in rate						
13			Co	Plant		U	nit	Type	MWs.		Nameplate			FERC F1		case						
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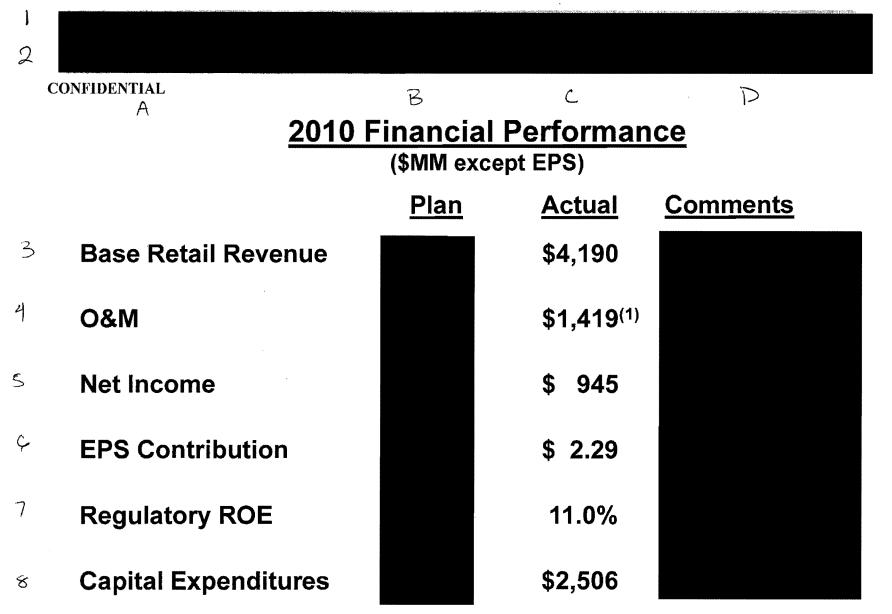
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STAFF 1ST POD # 11 PLACEHOLDER





Excludes the \$19 MM restructuring charge, which was not in the O&M plan; the restructuring charge is included in net income and ROEs to be consistent with external reporting.

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i other utility issues

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He concluded by providing

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 \mathcal{J} highlights of the formal opening of the Martin Solar facility.

B

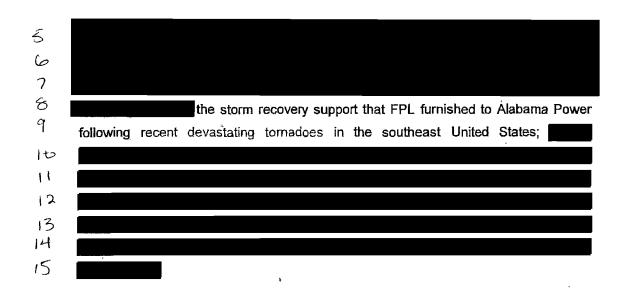
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ĺ.	Armando Pimentel, Jr.	Executive Vice President, Finance and Chief Financial Officer
234	James L. Robo Charles E. Sieving Eric Silagy	President and Chief Operating Officer Executive Vice President & General Counsel Senior Vice President, Regulatory and State Government Affairs (FPL)



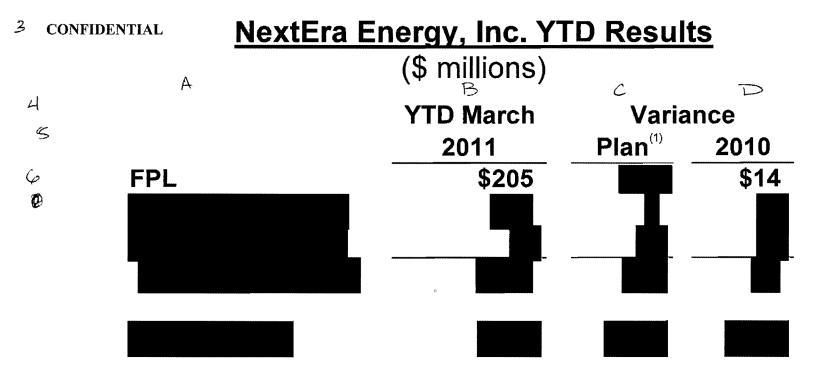
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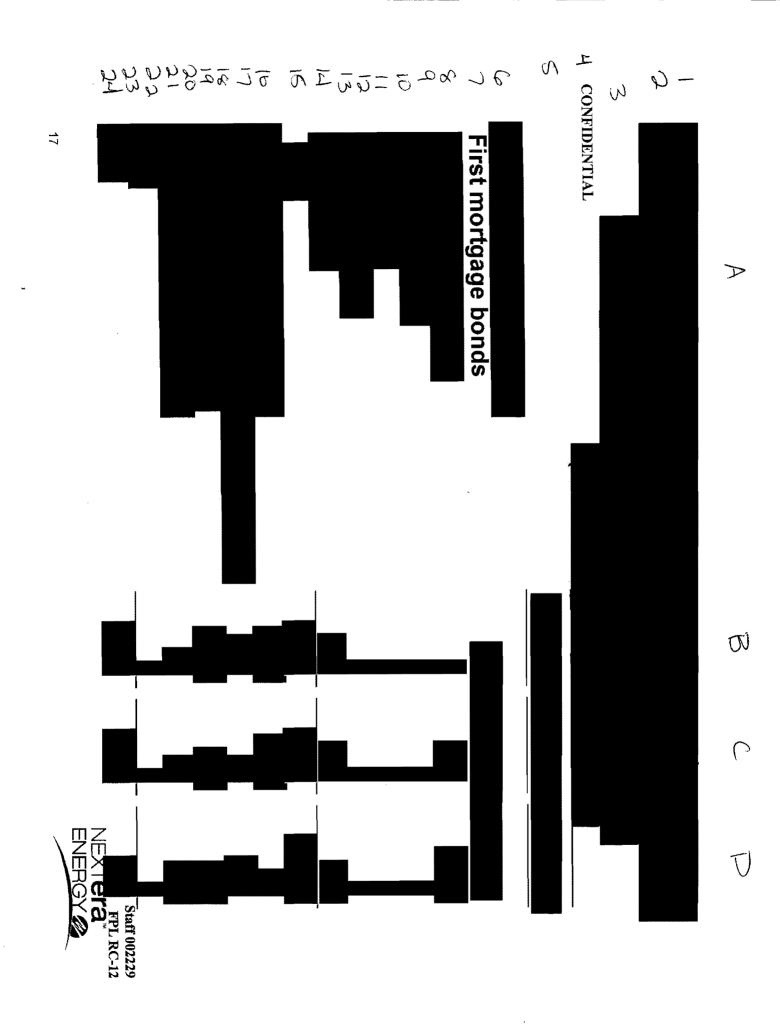
1) The 2011 Plan has been restated to include the impact of extending the estimated useful life for our newer wind turbine fleet to 30 years.

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	Å	B	С	
FPL's a	djusted earnings for year \$14 million I	to date l better that	March were	
CONFIDENTIAL	Florida Power & Light	Varianc	<u>ce Analysis</u>	
4	(\$ millions)			
		YTD	March	
6			Prior	
7	Plan / Prior		\$191	
B	Base retail revenue		(28)	
9	Other revenues		(5)	
10	O&M expenses		4	
1)	Depreciation		37	
12	AFUDC & interest		4	
13	Income & other taxes		(4)	
14	Other		6	
15	Actual		\$205	
16	Better (Worse)		\$14	Staff 002228 FPL RC-12





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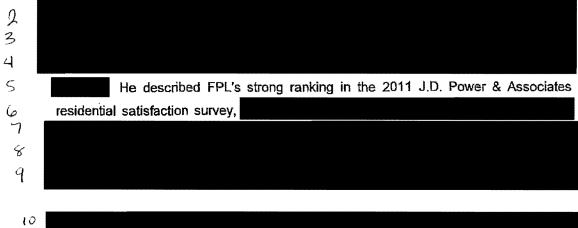
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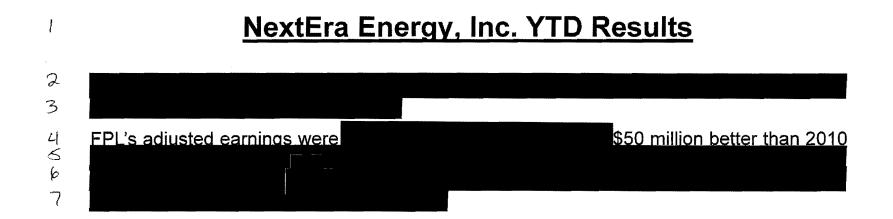
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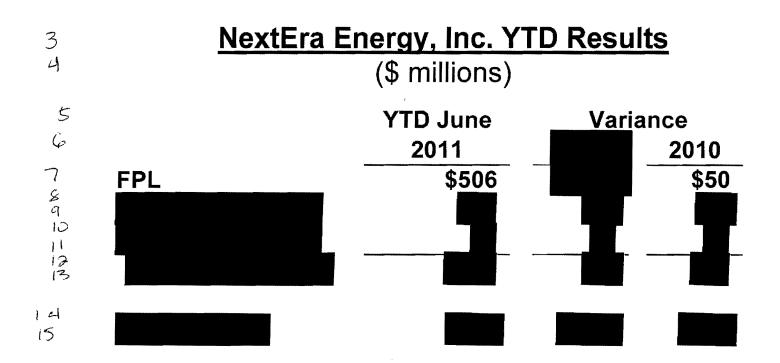
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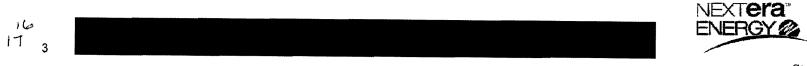




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NextEra Energy's adjusted earnings per share for year to date June was June was

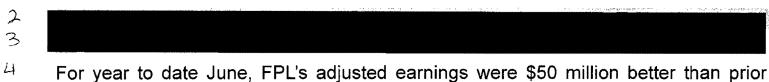




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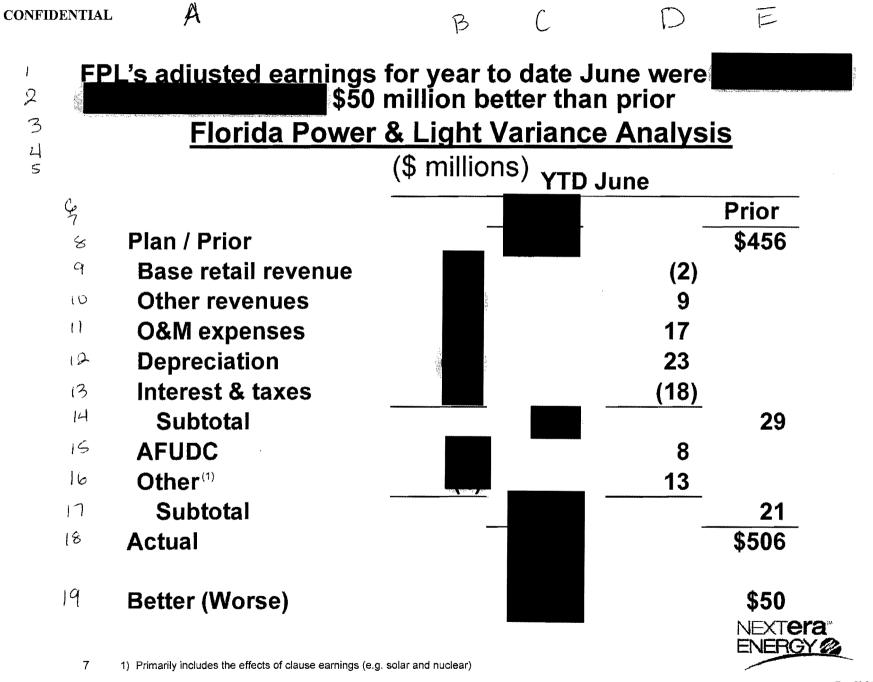
Florida Power & Light Variance Analysis - YTD



- 5 year primarily due to earnings on investments in West County Energy Center Unit 3,
- 6 the Martin solar facility and the nuclear power uprates.

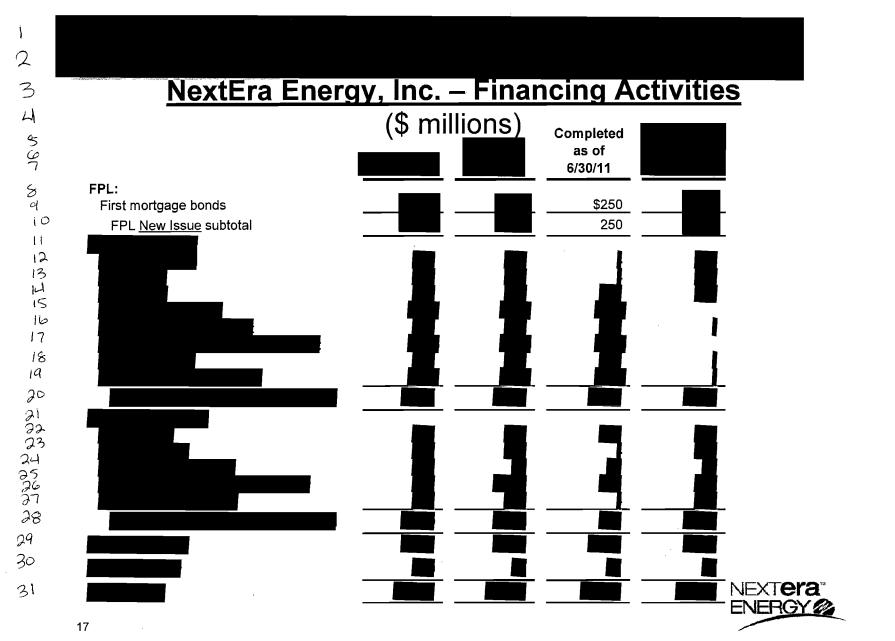


Staff 002242 FPL RC-12



Staff 002243 FPL RC-12

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Staff 002244 FPL RC-12 hrough June, net income is lower than plan, but cash flow is ahead of plan

3 CONFIDENTIAL YTD June 2011 Financial Performance			
И	(\$ M	M except EPS)	Better/
5		<u>Actual</u>	(Worse)
6	Base Retail Revenue	\$1,997	
7	O&M	\$ 688	
G	Net Income	\$ 506	
9	EPS Contribution	\$ 1.21	
10	Regulatory ROE	11.0%	
1	Capital Expenditures	\$1,567	
12	Surplus Depreciation Amortization	\$ 131	a na sa
4	Cash Flow ⁽¹⁾	\$ 860	

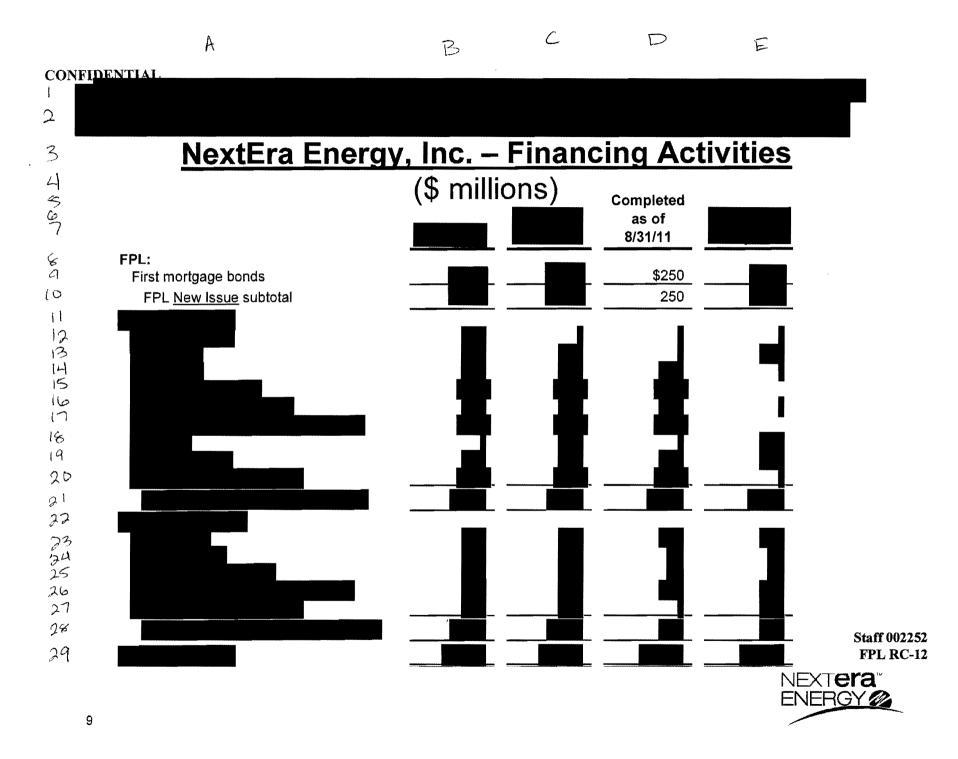


1) Defined as net income plus depreciation.

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ት CC				
3 4	YTD September 201 (\$ MM	1 Financi except EPS)		<u>ance</u>
5			<u>Actual</u>	
6	Base Retail Revenue		\$3,261	
7	O&M		\$1,049	
8	Net Income		\$ 852	
9	EPS Contribution		\$ 2.03	
ai	Regulatory ROE	r.	11.0%	
11	Capital Expenditures		\$2,257	
12	Nuclear Fuel		\$ 253	
13 14	Surplus Depreciation Amortization	1	\$84	
15	Cash Flow ⁽¹⁾		\$1,505	



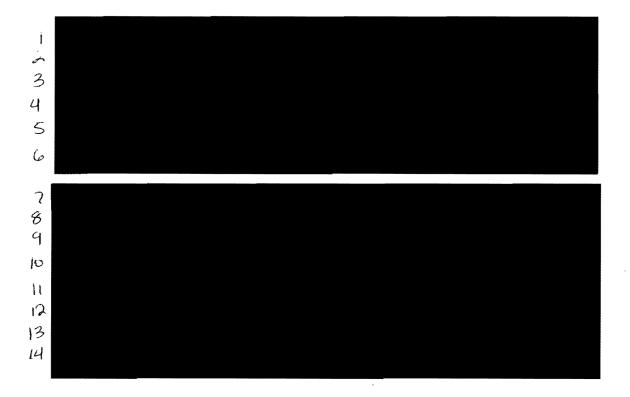
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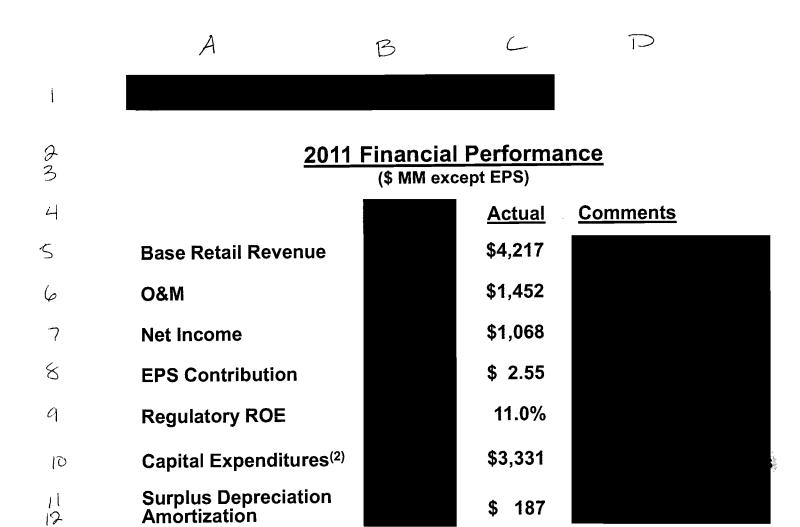
Mano Nazar	Executive Vice President, Nuclear Division and Chief Nuclear Officer
Armando J. Olivera	Chief Executive Officer (FPL)
Armando Pimentel, Jr.	President and Chief Executive Officer (Energy
	Resources)
James L. Robo	President and Chief Operating Officer
Antonio Rodriguez	Executive Vice President, Power Generation Division
Charles E. Sieving	Executive Vice President & General Counsel
Eric Silagy	President (FPL)

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2) Excludes nuclear fuel

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