



Kevin I.C. Donaldson
Senior Attorney
Florida Power & Light Company
700 Universe Boulevard
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March 30, 2017

VIA HAND DELIVERY

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

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2017 MAR 30 PM 3:55
COMMISSION
CLERK

Re: Docket No. 150190-EI

Dear Ms. Stauffer:

I enclose for filing in the above docket Florida Power & Light Company's ("FPL's") Request for Confidential Classification of certain information provided in exhibits to 2016 Consummation Report. The request includes Exhibits A, B (two copies), C and D.

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

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

Sincerely,

Kevin I.C. Donaldson

Enclosure

cc: Counsel for Parties of Record (w/ copy of FPL's Request for Confidential Classification)

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BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION

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

Docket No. 150190-EI
March 30, 2017

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

Florida Power & Light Company ("FPL"), pursuant to Rule 25-22.006, Florida Administrative Code, and section 366.093, Florida Statutes, hereby requests confidential classification of certain portions of a document filed as an exhibit to its Consummation Report served in the referenced docket on March 30, 2017. In support of its request, FPL states:

1. On March 30, 2017, FPL filed a confidential copy of its Consummation Report in the referenced docket, along with a number of exhibits including term loan agreements identified as Exhibits 1(i), 1(j), 1(k), 1(l), 1(m), 1(n) and 1(o) as well as signed opinions of FPL's legal counsel identified as Exhibits 2(b), 2(c), 2(d), 2(e), 2(f), 2(g) and 2(h) to the report. Confidential information is contained in portions of Exhibits 1(i), 1(j), 1(k), 1(l), 1(m), 1(n), 1(o), 2(b), 2(c), 2(d), 2(e), 2(f), 2(g) and 2(h) ("Confidential Information").

2. The following exhibits are included with this Request:

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

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

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

d. Exhibit D is the declaration of Aldo Portales in support of this request.

3. The information identified in Exhibit C is proprietary confidential business information within the meaning of section 366.093(3), Florida Statutes. The document that contains the proprietary and confidential business information is intended to be and is treated by FPL as private. To the best of FPL's knowledge, the highlighted information has not been publicly disclosed. Pursuant to section 366.093, Florida Statutes, such information is entitled to confidential treatment and is exempt from the disclosure provisions of the public records law. Thus, once the Commission determines that the highlighted information is proprietary confidential business information, the Commission is not required to engage in any further analysis or review such as weighing the harm of disclosure against the public interest in access to the information.

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

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

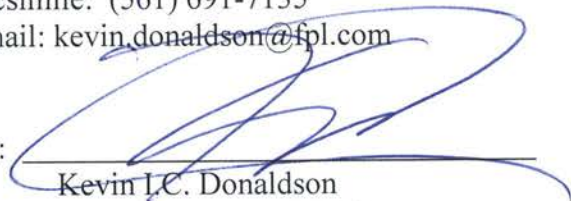
6. Upon a finding by the Commission that the material in Exhibit A for which FPL seeks confidential treatment is proprietary confidential business information within the meaning of section 366.093(3), Florida Statutes, such materials should not be declassified for a period of at least eighteen (18) months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

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

Respectfully submitted,

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

By:



Kevin I.C. Donaldson
Florida Bar No. 0833401

CERTIFICATE OF SERVICE
Docket No. 150190-EI

I **HEREBY CERTIFY** that a true and correct copy of the foregoing Request for Confidential Classification* has been furnished by electronic mail on this 30th, day of March 2017 to the following:

Margo Leathers, Esq.
Wesley Taylor, Esq.
Office of General Counsel
Florida Public Service Commission
2540 Shumard Oak Blvd.
Tallahassee, FL 32399-0850
mleather@psc.state.fl.us
wtaylor@psc.state.fl.us

By: _____


Kevin I.C. Donaldson
Florida Bar No. 0833401

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

EXHIBIT B

REDACTED COPIES

EXECUTION VERSION

TERM LOAN AGREEMENT

\$400,000,000 TERM LOAN FACILITY

BETWEEN

FLORIDA POWER & LIGHT COMPANY, AS BORROWER

AND

[REDACTED]
AS LENDER AND ADMINISTRATIVE AGENT

DATED AS OF MARCH 31, 2016

1 **TERM LOAN AGREEMENT**

2
3 This **TERM LOAN AGREEMENT**, dated as of March 31, 2016, is by and among
4 **FLORIDA POWER & LIGHT COMPANY**, a Florida corporation (the "Borrower"), the
5 lending institutions from time to time listed on Schedule I hereto (the "Lender or "Lenders"), and
6 [REDACTED], acting in its capacity as Administrative Agent for the
7 Lenders (together with its successors and assigns in such capacity, the "Agent") (the Borrower,
8 the Lenders and the Agent are hereinafter sometimes referred to collectively as the "Parties" and
9 individually as a "Party").

10
11 **WITNESSETH:**

12
13 **WHEREAS**, the Borrower has requested that the Lenders agree to make available to the
14 Borrower a Four Hundred Million United States Dollars (US\$400,000,000) term loan facility;
15 and

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

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

20 **ARTICLE 1 - DEFINITIONS AND RULES OF INTERPRETATION.**

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

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

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

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

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

28 "Anti-Terrorism Law" means any Requirement of Law related to money laundering or
29 financing terrorism including the Uniting and Strengthening America by Providing Appropriate
30 Tools Required to Intercept and Obstruct Terrorism Act of 2001 (Title III of Pub. L. 107-56) (the
31 "USA PATRIOT Act"), The Currency and Foreign Transactions Reporting Act (31 U.S.C. §§
32 5311-5330 and 12 U.S.C. §§ 1818(s), 1820(b) and 1951-1959) (also known as the "Bank Secrecy
33 Act"), the Trading With the Enemy Act (50 U.S.C. § 1 et seq.) and Executive Order 13224
34 (effective September 24, 2001).

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

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

3 “Bail-In Action” means the exercise of any Write-Down and Conversion Powers by the
4 applicable EEA Resolution Authority in respect of any liability of an EEA Financial Institution.

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



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

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

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

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

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

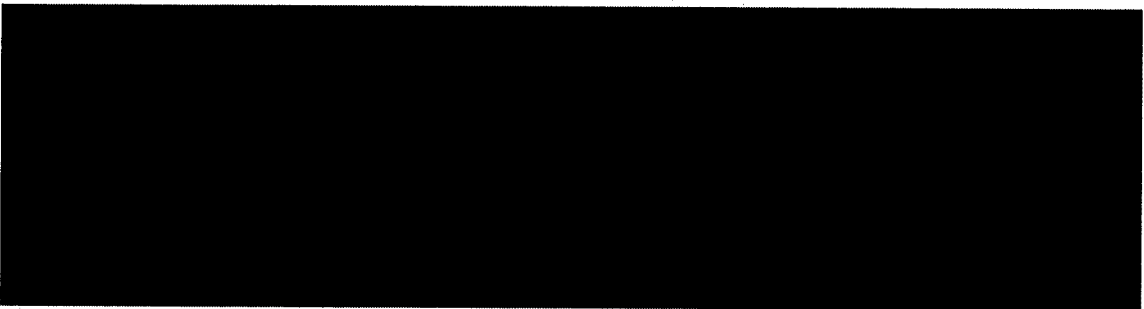
25 “Borrowing Notice” means a certificate to be provided pursuant to Section 2.02(a), in
26 substantially the form set forth in Exhibit A.

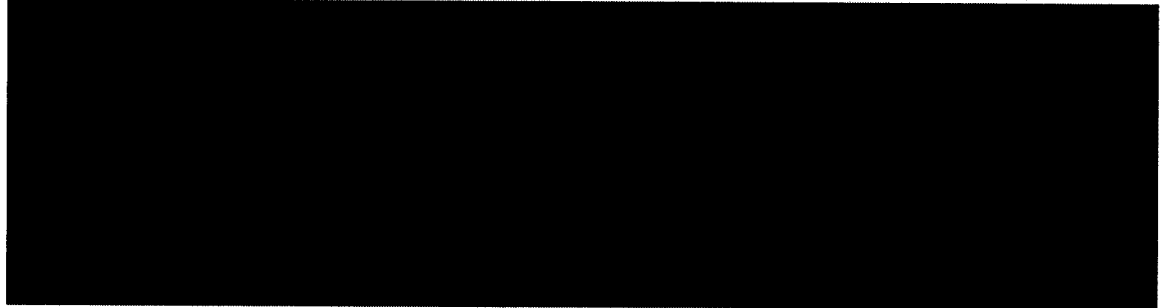
27 “Change in Law” means the occurrence, after the Effective Date, of any of the following:
28 (a) the adoption or taking effect of any law, rule, regulation or treaty, (b) any change in any law,
29 rule, regulation or treaty or in the administration, interpretation, implementation or application
30 thereof by any Governmental Authority or (c) the making or issuance of any request, rule,
31 guideline or directive (whether or not having the force of law) by any Governmental Authority;
32 *provided* that notwithstanding anything herein to the contrary, for the purposes of the increased
33 cost provisions in Section 3.06 or Section 3.07, any changes with respect to capital adequacy or
34 liquidity which result from (i) all requests, rules, guidelines or directives under or issued in
35 connection with the Dodd-Frank Wall Street Reform and Consumer Protection Act (the
36 “Dodd-Frank Act”) and (ii) all requests, rules, guidelines or directives promulgated by the Bank
37 for International Settlements, the Basel Committee on Banking Supervision (or any successor or
38 similar authority) or the United States of America or foreign regulatory authorities, in each case

1 pursuant to "Basel III" (meaning the comprehensive set of reform measures developed (and
2 designated as "Basel III" in September 2010) by the Basel Committee on Banking Supervision,
3 to strengthen the regulation, supervision and risk management of the banking sector), shall in
4 each case be deemed to be a "Change in Law" as to which the affected Lender is entitled to
5 compensation to the extent such request, rule, guideline or directive is either (1) enacted,
6 adopted or issued after the Effective Date (but regardless of the date the applicable provision of
7 the Dodd-Frank Act or Basel III to which such request, rule, guideline or directive relates was
8 enacted, adopted or issued) or (2) enacted, adopted or issued prior to the Effective Date but either
9 (A) does not require compliance therewith, or (B) which is not fully implemented until after the
10 Effective Date and which entails increased cost related thereto that cannot be reasonably
11 determined as of the Effective Date.

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1 [REDACTED]
2 [REDACTED]
3 “Code” means the Internal Revenue Code of 1986, as amended from time to time, and the
4 regulations promulgated and rulings issued thereunder.

5 “Communications” has the meaning specified in *Section 10.02(b)*.

6 “Communications Notice” has the meaning specified in *Section 10.02(c)*.

7 “Conversion” or “Convert” means a conversion of all or part of any Loan of one Type
8 into a Loan of another Type pursuant to *Section 2.06* hereof (including any such conversion
9 made as a result of the operation of any other provision hereof).

10 “Conversion Date” means the date on which all or any portion of any Loan is Converted
11 or continued in accordance with *Section 2.06*.

12 “date of this Agreement” and “date hereof” means March 31, 2016.

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

17 “Defaulting Lender” means, subject to *Section 3.11(b)*, any Lender that (a) fails to (i)
18 fund all or any portion of its Loans within two (2) Business Days of the date such Loans were
19 required to be funded hereunder unless such Lender notifies the Agent and the Borrower in
20 writing that such failure is the result of such Lender’s determination that one or more conditions
21 precedent to funding (each of which conditions precedent, together with any applicable default,
22 shall be specifically identified in such writing) has not been satisfied, or (ii) pay to the Agent, or
23 any other Lender any other amount required to be paid by it hereunder within two (2) Business
24 Days of the date when such payment is due; (b) notifies the Borrower or the Agent in writing that
25 it does not intend to comply with its funding obligations under this Agreement, or has made a
26 public statement to that effect (unless such writing or public statement relates to such Lender’s
27 obligation to fund a Loan hereunder and states that such position is based on such Lender’s
28 determination that one or more conditions precedent to funding (each of which condition
29 precedents, together with any applicable default, shall be specifically identified in such writing
30 or public statement) cannot be satisfied); (c) fails, within three (3) Business Days after written
31 request by the Agent or the Borrower, to confirm in writing to the Agent and to the Borrower
32 that it will comply with its prospective funding obligations hereunder (*provided* that such Lender
33 shall cease to be a Defaulting Lender pursuant to this clause (c) upon the subsequent receipt of
34 such written confirmation by the Agent and the Borrower); or (d) has (or has a direct or indirect
35 parent company that has) become the subject of any Insolvency Proceeding or Bail-In Action;
36 *provided* that a Lender shall not be a Defaulting Lender solely by virtue of the ownership or
37 acquisition of any equity interest in that Lender or any direct or indirect parent company thereof
38 by a Governmental Authority so long as such ownership interest does not result in or provide
39 such Lender with immunity from the jurisdiction of courts within the United States or from the
40 enforcement of judgments or writs of attachment on its assets or permit such Lender (or such

1 Governmental Authority) to reject, repudiate, disavow or disaffirm any contracts or agreements
2 made with such Lender. Any determination by the Agent that a Lender is a Defaulting Lender
3 under any one or more of the preceding clauses (a) through (d) shall be conclusive and binding
4 absent manifest error, and such Lender shall be deemed to be a Defaulting Lender (subject to
5 *Section 3.11(b)*) upon the Agent's delivery of Notice of such determination to the Borrower and
6 each Lender.

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

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

14 "EEA Financial Institution" means (a) any credit institution or investment firm
15 established in any EEA Member Country which is subject to the supervision of an EEA
16 Resolution Authority, (b) any entity established in an EEA Member Country which is a parent of
17 an institution described in clause (a) of this definition, or (c) any financial institution established
18 in an EEA Member Country which is a subsidiary of an institution described in clauses (a) or (b)
19 of this definition and is subject to consolidated supervision with its parent.

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

22 "EEA Resolution Authority" means any public administrative authority or any person
23 entrusted with public administrative authority of any EEA Member Country (including any
24 delegate) having responsibility for the resolution of any EEA Financial Institution.

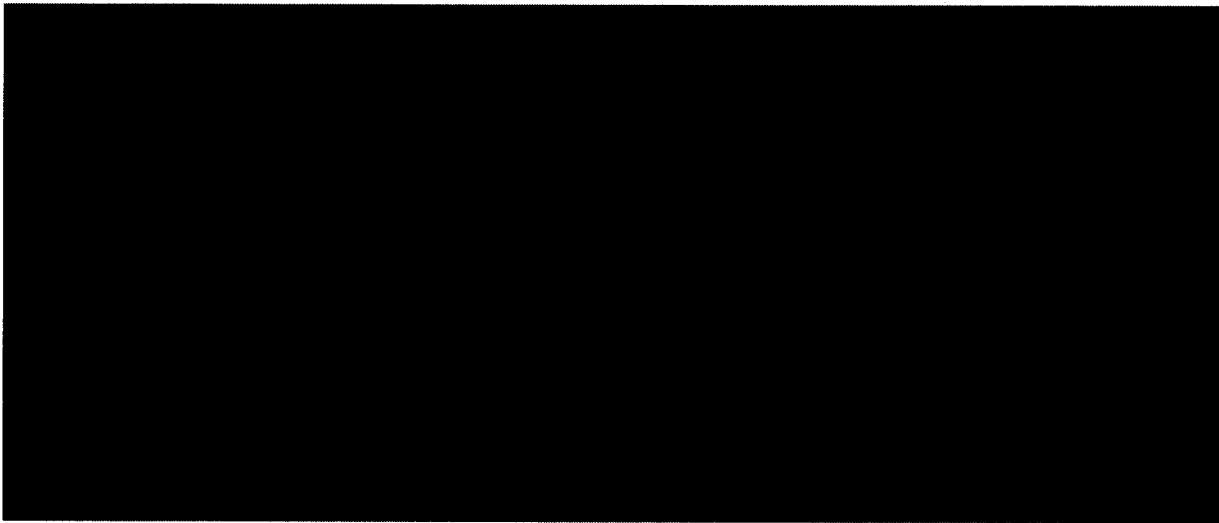
25 "Effective Date" means the date on which all of the conditions precedent set forth in
26 *Section 6.01* have been satisfied or waived, which is March 31, 2016.

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

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

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15 “ERISA” means the Employee Retirement Income Security Act of 1974, as amended,
16 and the regulations promulgated thereunder.

17 “ERISA Affiliate” means any Person that is treated as a single employer with the
18 Borrower under Section 414 of the Code.

19 “ERISA Reportable Event” means a reportable event with respect to a Guaranteed
20 Pension Plan within the meaning of Section 4043 of ERISA as to which the requirement of
21 notice has not been waived.

22 “EU Bail-In Legislation Schedule” means the EU Bail-In Legislation Schedule published
23 by the Loan Market Association (or any successor person), as in effect from time to time.

24 “Eurocurrency Reserve Rate” means, for any Interest Period for any Eurodollar Rate
25 Loan, the average maximum rate at which reserves (including, without limitation, any marginal,
26 supplemental or emergency reserves) are required to be maintained during such Interest Period
27 under Regulation D by member banks of the Federal Reserve System in New York City with
28 deposits against “Eurocurrency liabilities” (as such term is used in Regulation D) in effect two
29 (2) Eurodollar Business Days before the first day of such Interest Period. Without limiting the
30 effect of the foregoing, the Eurocurrency Reserve Rate shall include any other reserves required
31 to be maintained by such member banks by reason of any Regulatory Change with respect to (i)
32 any category of liabilities that includes deposits by reference to which the Eurodollar Rate is to
33 be determined as provided in the definition of “Eurodollar Rate” in this *Section 1.01* or (ii) any
34 category of extensions of credit or other assets that includes Eurodollar Rate Loans.

35 “Eurodollar Business Day” means any Business Day on which commercial banks are
36 open for international business (including dealings in Dollar deposits) in London.

37 “Eurodollar Lending Office” means, initially, the office of each Lender designated as
38 such in *Schedule I*; thereafter, such other office of such Lender, if any, that shall be making or
39 maintaining any Eurodollar Rate Loan as designated by a Lender in Notice to the Borrower and
40 the Agent.

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

“Event of Default” has the meaning assigned to such term in *Section 7.01*.

“Exchange Act” means the Securities Exchange Act of 1934, as amended, and the regulations promulgated thereunder.

“Excluded Taxes” means any of the following Taxes imposed on or with respect to a Recipient or required to be withheld or deducted from a payment to a Recipient: (a) Taxes imposed on or measured by net income (however denominated), franchise Taxes, and branch profits Taxes, in each case, (i) imposed as a result of such Recipient being organized under the laws of, or having its principal office or, in the case of a Lender, its applicable lending office located in, the jurisdiction imposing such Tax (or any political subdivision thereof) or (ii) that are Other Connection Taxes, (b) in the case of a Lender, U.S. federal withholding Taxes imposed on amounts payable to or for the account of such Lender with respect to an applicable interest in a Loan pursuant to a law in effect on the date on which (i) such Lender acquires such interest in such Loan (other than pursuant to an assignment request by the Borrower under *Section 2.07*, or (ii) such Lender changes its lending office, except in each case to the extent that, pursuant to *Section 3.10*, amounts with respect to such Taxes were payable either to such Lender’s assignor immediately before such Lender became a party hereto or to such Lender immediately before it changed its lending office, (c) Taxes attributable to such Recipient’s failure to comply with *Section 3.10(c)*, and (e) any U.S. federal withholding Taxes imposed under FATCA.

“FASB ASC 715” means Financial Accounting Standards Board Accounting Standards Codification 715, Compensation – Retirement Benefits.

“FASB ASC 810” means Financial Accounting Standards Board Accounting Standards Codification 810, Consolidation.

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

1 “Federal Funds Rate” means, for any day, a fluctuating interest rate per annum equal for
2 each day during such period to the rate published for such day (or, if such day is not a Business
3 Day, for the next preceding Business Day) by the Federal Reserve Bank of New York for
4 overnight Federal funds transactions with members of the Federal Reserve System, or, if such
5 rate is not so published for any day that is a Business Day, the quotation for such day on such
6 transactions received by the Agent from a Federal funds broker of recognized standing selected
7 by it; *provided* that if the Federal Funds Rate shall be less than zero, such rate shall be deemed to
8 be zero for the purposes of this Agreement.

9 “Federal Reserve Board” means the Board of Governors of the Federal Reserve System.

10 “First Mortgage” means Borrower’s Mortgage and Deed of Trust, dated as of January
11 1944, as supplemented and amended from time to time.

12 “Fitch” means Fitch Ratings.

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

14 “FPSC Financing Order” means the Final Order Granting the Borrower Approval for
15 Authority to Issue and Sell Securities issued by the Florida Public Service Commission on
16 November 4, 2015, as Order No. PSC-14-0524-FOF-EI, and each successive order of the Florida
17 Public Service Commission granting authority to the Borrower to issue and sell securities, as
18 applicable.

19 [REDACTED]
20 [REDACTED]
21 [REDACTED]
22 [REDACTED]
23 [REDACTED]
24 [REDACTED]

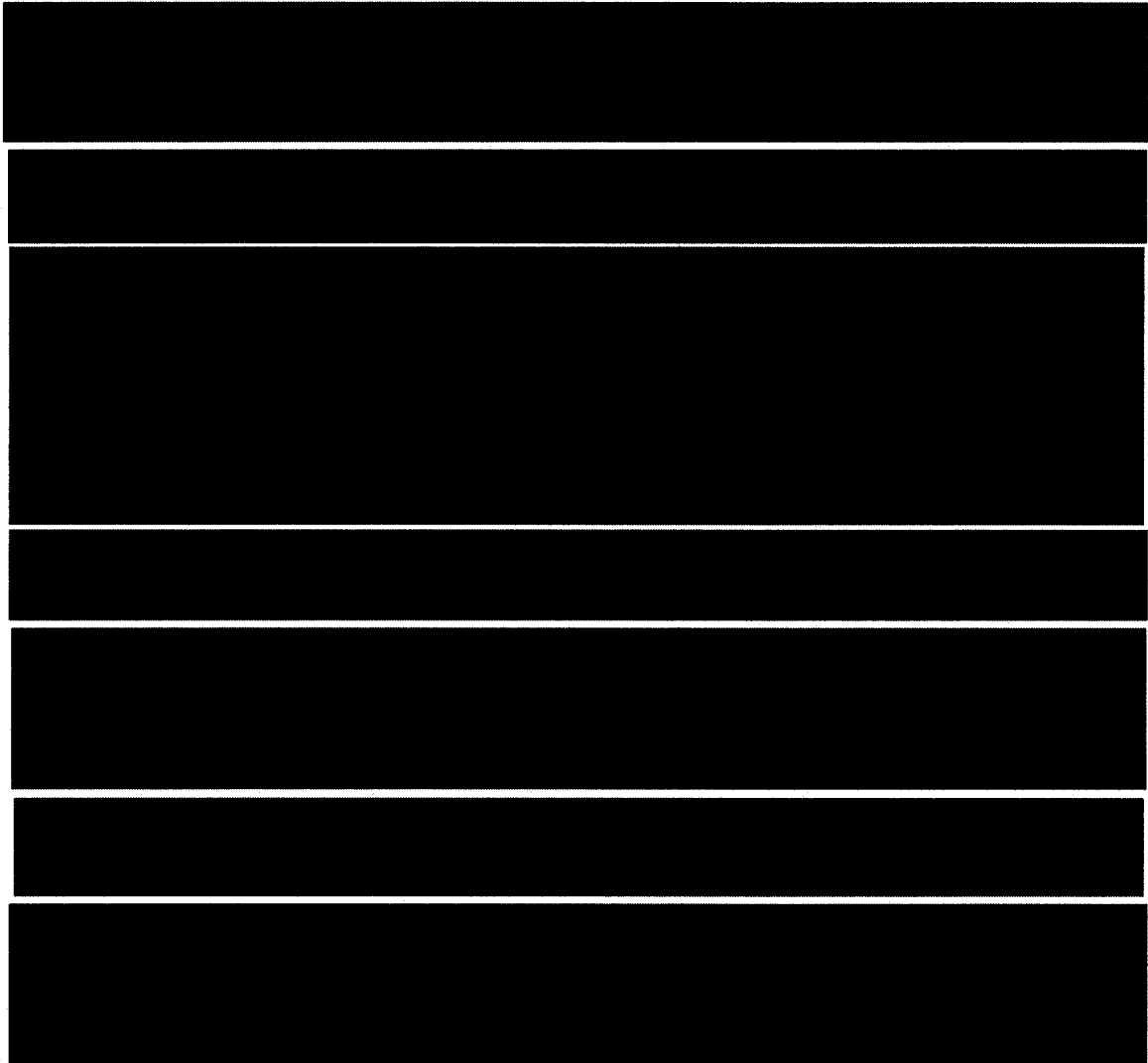
25 [REDACTED]
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25 “generally accepted accounting principles” means generally accepted accounting
26 principles, as recognized by the American Institute of Certified Public Accountants and the
27 Financial Accounting Standards Board, consistently applied and maintained on a consistent basis
28 for the Borrower and its Subsidiaries throughout the period indicated and (subject to *Section*
29 *1.03*) consistent with the prior financial practice of the Borrower and its Subsidiaries.

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

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

1 “Interest Rate Notice” means a Notice given by the Borrower to the Agent (in
2 substantially the form set forth in *Exhibit C*) specifying the Borrower’s election to Convert all or
3 any portion of the Loans, or specify the Interest Period with respect to all or any portion of any
4 Eurodollar Rate Loans, in accordance with *Section 2.06*.

5 “Lenders” means each of the lending institutions listed on *Schedule I* so long as such
6 Lender has an Outstanding Loan hereunder and any other Person who becomes an assignee of
7 any rights and obligations of a Lender pursuant to *Section 10.06*.

8 “Liabilities” has the meaning specified in *Section 10.04*.

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

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

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

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

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



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27 “Maturity Date” means March 30, 2017.

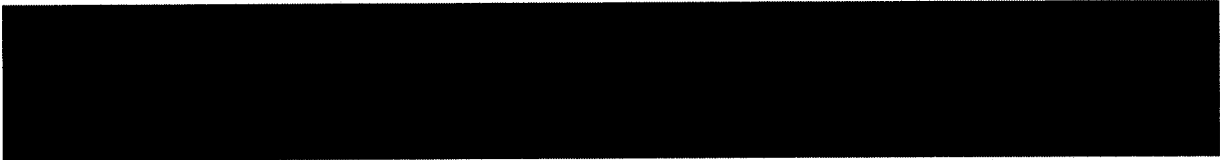
28 “Moody’s” means Moody’s Investors Service, Inc.

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

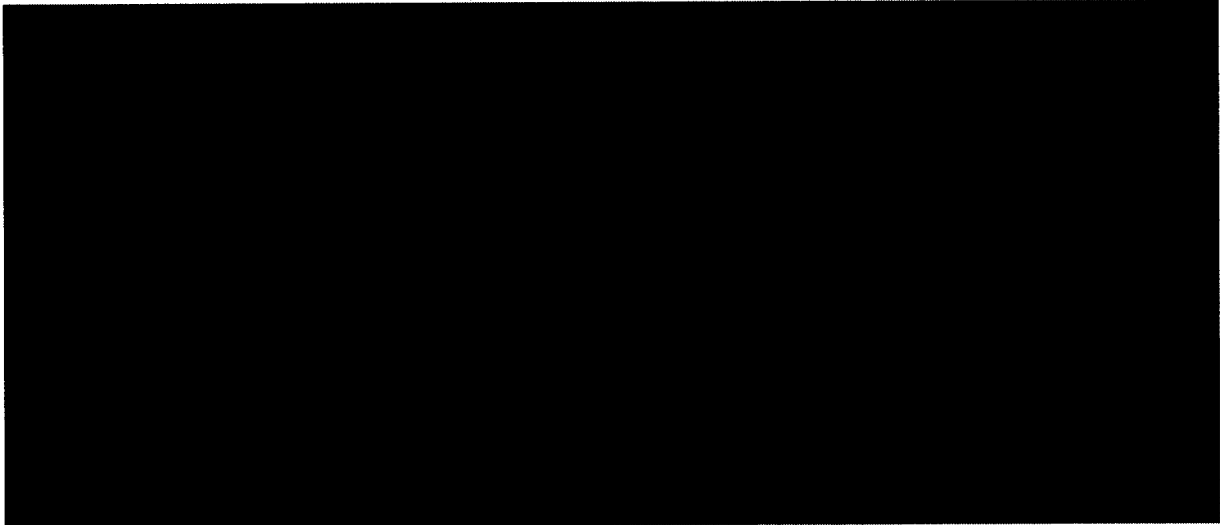
33 “NextEra Energy” means NextEra Energy, Inc., a Florida corporation.

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

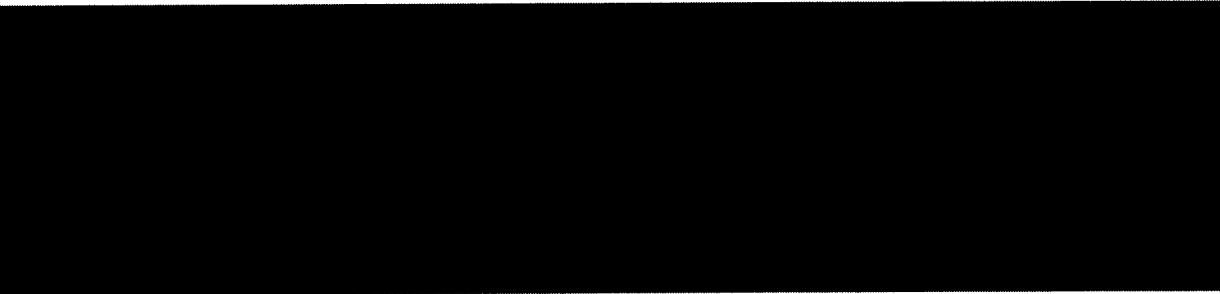
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38 **“Taxes”** means all present or future taxes, levies, imposts, duties, deductions,
39 withholdings (including backup withholdings), assessments, fees or other charges imposed by
40 any Governmental Authority, including any interest, additions to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

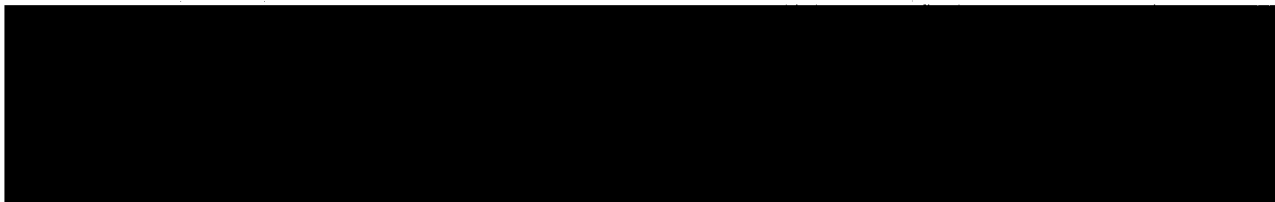


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10 “Type” has the meaning specified in *Section 1.02(h)*.

11 “U.S. Person” means any Person that is a “United States Person” as defined in Section
12 7701(a)(30) of the Code.

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



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20 “Withholding Agent” means the Borrower and the Agent.

21 “Write-Down and Conversion Powers” means, with respect to any EEA Resolution
22 Authority, the write-down and conversion powers of such EEA Resolution Authority from time
23 to time under the Bail-In Legislation for the applicable EEA Member Country, which write-
24 down and conversion powers are described in the EU Bail-In Legislation Schedule.

25 Section 1.02. Rules of Interpretation.

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

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

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

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

35 (e) The words “include,” “includes” and “including” are not limiting.

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

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

17 Section 2.03. Evidence of Indebtedness and Notes.

18 (a) The Loans made by each Lender shall be evidenced by one or more
19 accounts or records maintained by such Lender and by the Agent in the ordinary course of
20 business. The accounts or records maintained by the Agent and each Lender shall be conclusive
21 absent manifest error. Any failure to so record or any error in doing so shall not, however, limit
22 or otherwise affect the obligation of the Borrower hereunder to pay any amount owing with
23 respect to its obligations hereunder. In the event of any conflict between the accounts and
24 records maintained by any Lender and the accounts and records of the Agent in respect of such
25 matters, the accounts and records of the Agent shall control in the absence of manifest error.

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

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

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

38 Section 2.04. Mandatory Payment. The Loans will mature on the Maturity Date and the
39 Borrower unconditionally promises to pay to the Agent for account of each Lender the entire

1 unpaid principal amount of such Lender's Loans Outstanding on the Maturity Date plus all
2 accrued and unpaid interest thereon and all other amounts then due hereunder.

3 Section 2.05. Interest.

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

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

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

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

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

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

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

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

31 Section 2.06. Interest Rate Conversion or Continuation Options.

32 (a) The Borrower may, subject to Section 3.04 and Section 3.05, elect from
33 time to time to Convert all or any portion of any Loan to a Loan of another Type, provided that
34 (i) with respect to any such Conversion of all or any portion of any Eurodollar Rate Loan to a
35 Base Rate Loan, the Borrower shall give the Agent an Interest Rate Notice (or telephonic notice
36 promptly confirmed in writing) at least one (1) Business Day prior to such Conversion; (ii) in the
37 event of any Conversion of all or any portion of a Eurodollar Rate Loan into a Base Rate Loan

1 prior to the last day of the Interest Period relating to that Eurodollar Rate Loan, the Borrower
2 shall indemnify each Lender in respect of such Conversion in accordance with *Section 3.09*; (iii)
3 with respect to any such Conversion of all or any portion of a Base Rate Loan to a Eurodollar
4 Rate Loan, the Borrower shall give each Lender an Interest Rate Notice (or telephonic notice
5 promptly confirmed in writing) at least three (3) Eurodollar Business Day prior to such election;
6 and (iv) no Loan may be Converted into a Eurodollar Rate Loan when any Default has occurred
7 and is continuing. On the date on which such Conversion is being made, any Lender may take
8 such action, if any, as it deems desirable to transfer the Loan to its Domestic Lending Office or
9 its Eurodollar Lending Office, as the case may be. All or any part of Loans of any Type may be
10 Converted as specified herein; *provided* that partial Conversions shall be in an aggregate
11 principal amount of [REDACTED]^A or any larger integral multiple of [REDACTED]^B. Each Interest
12 Rate Notice relating to the Conversion of all or any portion of any Base Rate Loan to a
13 Eurodollar Rate Loan shall be irrevocable by the Borrower.

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

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

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

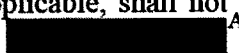
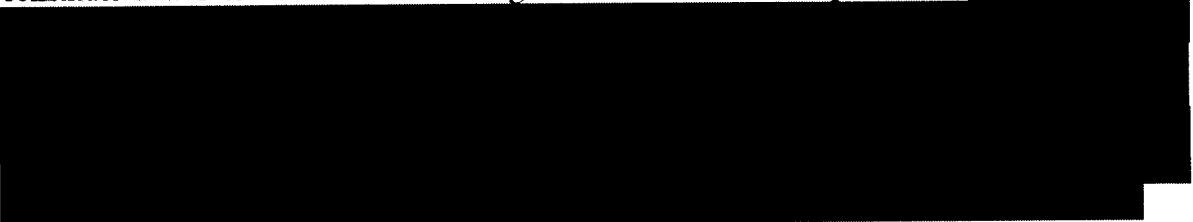
32 [REDACTED]
33 [REDACTED]
34 [REDACTED]
35 [REDACTED]
36 [REDACTED]
37 Section 2.07. Replacement of Lenders.

38 If (i) any Lender requests compensation under *Section 3.06* or *Section 3.07*, (ii) the
39 Borrower is required to pay any additional amount to any Lender or any Governmental Authority
40 for the account of any Lender pursuant to *Section 3.10*, (iii) any Lender is not able to make or
41 maintain its Loans as a result of any event or circumstance contemplated in *Section 3.05*, (iv)

1 of such increased capital or liquidity requirements are not reflected in the Base Rate and/or the
2 Eurodollar Rate, the Borrower and such Lender shall thereafter attempt to negotiate in good
3 faith, within thirty (30) days of the day on which the Borrower receives such Notice, an
4 adjustment payable hereunder that will adequately compensate such Lender in light of these
5 circumstances, and in connection therewith, such Lender will provide to the Borrower
6 reasonably detailed information regarding the increase of such Lender's costs. If the Borrower
7 and such Lender are unable to agree to such adjustment within thirty (30) days of the date on
8 which the Borrower receives such Notice, then commencing on the date of such Notice (but not
9 earlier than the effective date of any such increased capital or liquidity requirement), the interest
10 payable hereunder shall increase by an amount that will, in such Lender's reasonable
11 determination, provide adequate compensation. Each Lender agrees that amounts claimed
12 pursuant to this *Section 3.07* shall be made in good faith and on an equitable basis.

13 **Section 3.08. Recovery of Additional Compensation.**

14 (a) **Certificate.** If any Lender claims any additional amounts pursuant to
15 *Section 3.06*, *Section 3.07* or *Section 3.09*, as the case may be, it shall provide to the Agent and
16 the Borrower a certificate setting forth such additional amounts payable pursuant to *Section*
17 *3.06*, *Section 3.07* or *Section 3.09*, as the case may be, and a reasonable explanation of such
18 amounts which are due (*provided that*, without limiting the requirement that reasonable detail be
19 furnished, nothing herein shall require such Lender to disclose any confidential information
20 relating to the organization of its affairs). Such certificate shall be conclusive, absent manifest
21 error, that such amounts are due and owing.

22 (b) **Delay in Requests.** Delay on the part of any Lender to demand
23 compensation pursuant to *Section 3.06*, *Section 3.07* or *Section 3.09*, as applicable, shall not
24 constitute a waiver of such Lender's right to demand such compensation; A
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31 **Section 3.09. Indemnity.** The Borrower agrees to indemnify each Lender and to hold
32 each Lender harmless from and against any loss, cost or expense (including any such loss or
33 expense arising from interest or fees payable by such Lender to lenders of funds obtained by it
34 in order to maintain its Eurodollar Rate Loan) that such Lender may sustain or incur as a
35 consequence of (a) default by the Borrower in payment of the principal amount of or any
36 interest on any Eurodollar Rate Loan as and when due and payable, (b) default by the Borrower
37 in making a prepayment after the Borrower has given a Notice of prepayment pursuant to
38 *Section 2.02(d)*, (c) default by the Borrower in continuing any Loan, after the Borrower has
39 given (or is deemed to have given pursuant to *Section 2.06* an Interest Rate Notice or (d) the
40 making of any payment of principal of the Loan on a day that is not the last day of an Interest
41 Period, including interest or fees payable by such Lender to lenders or funds obtained by it in
42 order to maintain any Loan.

1 general areas in which the Borrower operates and to the extent consistent with prudent business
2 practice.

3 Section 5.13. Prohibition of Fundamental Changes. The Borrower will not consummate
4 any transaction of merger or consolidation or amalgamation, or liquidation or dissolution;

5 [REDACTED]
6 [REDACTED]
7 [REDACTED]
8 [REDACTED]
9 [REDACTED]
10 [REDACTED]
11 [REDACTED]
12 [REDACTED]
13 The Borrower will not convey, sell, lease, transfer or otherwise dispose of, in one
14 transaction or a series of transactions, all or substantially all of its business or assets, whether
15 now owned or hereafter acquired, to any other Person unless [REDACTED]
16 [REDACTED]
17 [REDACTED]
18 [REDACTED]
19 [REDACTED]
20 [REDACTED]

21 Section 5.14. Indebtedness. The Borrower will insure that all obligations of the
22 Borrower under this Agreement and the other Loan Documents rank and will [REDACTED]
23 [REDACTED] in respect of priority of payment by the Borrower and priority of lien, charge or other
24 security in respect of assets of the Borrower with all other senior unsecured and unsubordinated
25 loans, debts, guarantees or other obligations for money borrowed of the Borrower [REDACTED]
26 [REDACTED]
27 [REDACTED]

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

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

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

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

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

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

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

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

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

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



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

38 (a) engage in any non-exempt "prohibited transaction" within the meaning of
39 §406 of ERISA or §4975 of the Code which could result in a material liability for the Borrower;
40 or

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

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

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

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16 Section 5.17.  A
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28 Section 5.18. Compliance with Anti-Terrorism Regulations. The Borrower shall not:

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

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

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

5 **ARTICLE 6 - CONDITIONS PRECEDENT.**

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

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

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

16 (c) Incumbency Certificate. The Borrower shall have provided its
17 incumbency certificate to the Agent dated as of the Effective Date, signed by its duly authorized
18 officer, and giving the name and bearing a specimen signature of each individual who shall be
19 authorized: (1) to sign, in the name and on behalf of the Borrower each of the Loan Documents
20 to which it is a party, (2) to make Conversion requests and (3) to give notices and to take other
21 action on its behalf under the Loan Documents.

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

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

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

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

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

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

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

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

15 ARTICLE 7 - EVENTS OF DEFAULT, ACCELERATION, ETC.

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

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

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

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

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

37 (e) the Borrower shall default in the payment when due of any principal of or
38 any interest on any Funded Debt [REDACTED]^A or more, or fail to observe or perform
39 any material term, covenant or agreement contained in any agreement by which it is bound,

1 evidencing or securing Funded Debt, in an [REDACTED]^A or more, for such
2 period of time as would permit (assuming the giving of appropriate notice or the lapse of time if
3 required) the holder or holders thereof or of any obligations issued thereunder to accelerate the
4 maturity thereof, unless such failure shall have been cured by the Borrower or effectively
5 waived by such holder or holders; or

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

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

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

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

40 (j) (i) with respect to any Guaranteed Pension Plan, (A) an ERISA
41 Reportable Event shall have occurred; (B) an application for a minimum funding waiver shall
42 have been filed; (C) a notice of intent to terminate such plan pursuant to Section 4041(a)(2) of

1 ERISA shall have been issued; (D) a lien under Section 303(k) of ERISA shall be imposed; (E)
2 the PBGC shall have instituted proceedings to terminate such plan; (F) the PBGC shall have
3 applied to have a trustee appointed to administer such plan pursuant to Section 4042 of ERISA;
4 or (G) any event or condition that constitutes grounds for the termination of, or the appointment
5 of a trustee to administer, such plan pursuant to Section 4042 of ERISA shall have occurred or
6 shall exist, *provided* that with respect to the event or condition described in Section 4042(a)(4)
7 of ERISA, the PBGC shall have notified the Borrower or any ERISA Affiliate that it has made a
8 determination that such plan should be terminated on such basis; or (ii) with respect to any
9 Multiemployer Plan, the Borrower or any ERISA Affiliate shall incur liability as a result of a
10 partial or complete withdrawal from such plan or the reorganization, insolvency or termination
11 of such plan; and, in the case of each of (i) or (ii), the Majority Lenders shall have determined in
12 their reasonable discretion that such events or conditions, individually or in the aggregate,
13 reasonably could be expected likely to result in liability of the Borrower in an aggregate amount
14 exceeding [REDACTED] or

15 [REDACTED]
16 [REDACTED]
17 [REDACTED]
18 [REDACTED]

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

34 **ARTICLE 8 - SHARING.**

35 Section 8.01. Sharing Among Lenders. If any Lender shall obtain from the Borrower
36 any payment of any principal of or interest on any Loan owing to it or payment of any other
37 amount under this Agreement or any other Loan Document through the exercise of any right of
38 set-off, banker's lien or counterclaim or similar right or otherwise (other than from the Agent as
39 provided herein and other than amounts owing to such Lender pursuant to *Sections 3.06, 3.07,*
40 *3.09, 3.10* or *Article 10*), and, as a result of such payment, such Lender shall have received a
41 greater percentage of the principal of or interest on the Loans or such other amounts then due
42 hereunder or thereunder by the Borrower to such Lender than the percentage received by any

1 other Lender, it shall promptly purchase from such other Lenders a participation in (or, if and to
2 the extent specified by such Lender, a direct interest in) the Loans or such other amounts,
3 respectively, owing to such other Lenders (or in interest due thereon, as the case may be) in
4 such amounts, and make such other adjustments from time to time as shall be equitable, to the
5 end that all the Lenders shall share the benefit of such excess payment (net of any expenses that
6 may be incurred by such Lender in obtaining or preserving such excess payment) pro rata in
7 accordance with the unpaid principal of and/or interest on the Loans or such other amounts,
8 respectively, owing to each of the Lenders; *provided* that, for the purpose of calculating any
9 Lender's Pro Rata Share of any payment hereunder, payments to each such Lender shall include
10 any amounts set off by the Borrower against such Lender pursuant to *Section 8.02*.

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

19 ARTICLE 9 - AGENT.

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

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

41 Section 9.03. Exculpatory Provisions.

1 Notice as Borrower shall last have furnished in writing to the Person giving the
2 Notice;

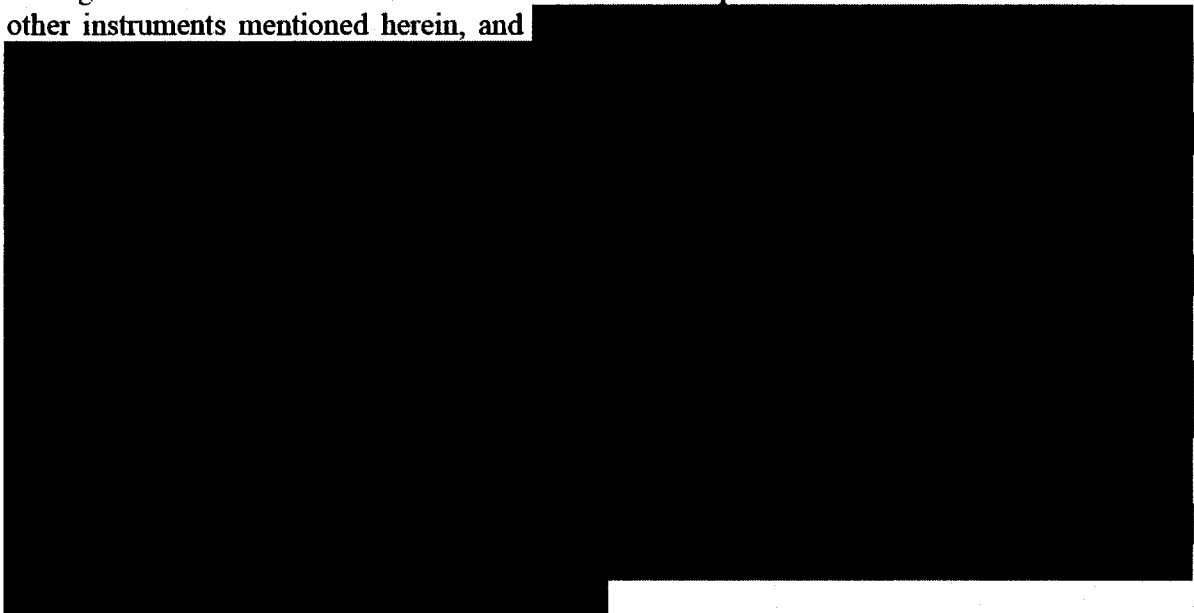
- 3 (ii) if to the Agent at [REDACTED]^A
4 [REDACTED] (and for purposes of Notices which can be provided, or
5 confirmed, telephonically or by facsimile, Telephone No. [REDACTED]^A
6 Facsimile No. [REDACTED]^A or such other address for Notice as the Agent
7 shall last have furnished in writing to the Person giving the Notice;
- 8 (iii) if to any Lender, at such Person's address set forth on *Schedule I*, or such other
9 address for Notice as such Person shall have last furnished in writing to the
10 Person giving the Notice.

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

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

1 time to time thereafter to ensure that the Agent has on record an effective email address for such
2 Lender) and (ii) that any Communication Notice may be sent to such email address.

3 Section 10.03. Expenses. The Borrower agrees to pay promptly following receipt of
4 written invoices describing in reasonable detail (a) the reasonable fees, expenses and
5 disbursements of the Agent's external counsel incurred in connection with the administration or
6 interpretation of the Loan Documents and other instruments mentioned herein, the negotiation
7 of this Agreement and the closing hereunder, and amendments, modifications, approvals,
8 consents or waivers hereto or hereunder, (b) the reasonable fees, expenses and disbursements of
9 the Agent in connection with the administration or interpretation of the Loan Documents and
10 other instruments mentioned herein, and



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27 Section 10.04. Indemnification. The Borrower agrees to indemnify and hold harmless
28 the Agent, the Lenders and their respective officers, affiliates, directors, employees, agents and
29 advisors (each, an "Indemnitee") from and against any and all claims, actions and suits by a
30 third party (which third party may, for these purposes, include the Agent or a Lender)
31 (collectively, "Actions"), whether groundless or otherwise, and from and against any and all
32 liabilities, losses, damages and expenses payable by any Indemnitee to any third party (which
33 third party may, for these purposes, include the Agent or a Lender) (collectively, "Liabilities")
34 of every nature and character incurred by or awarded against any such Indemnitee (including
35 the reasonable fees and expenses of counsel), in each case arising out of this Agreement or any
36 of the other Loan Documents or the transactions contemplated hereby including, without
37 limitation, (a) any actual or proposed use by the Borrower of the proceeds of the Loans, or (b)
38 the Borrower entering into or performing this Agreement or any of the other Loan Documents;
39 *provided* that the liabilities, losses, damages and expenses indemnified pursuant to this *Section*
40 *10.04* shall not include any liabilities, losses, damages and expenses in respect of any taxes,
41 levies, imposts, deductions, charges or withholdings, indemnification for which is provided on
42 the basis, and to the extent, specified in *Section 3.09*; and *provided further*, that such indemnity
43 shall not be available as to any Indemnitee, to the extent that such liabilities, losses, damages
44 and expenses arise out of the gross negligence, bad faith or willful misconduct of such
45 Indemnitee or any of its Related Parties. In the event that an Indemnitee shall become subject to

1 any Action or Liability with respect to any matter for which indemnification may apply
2 pursuant to this *Section 10.04* (an "Indemnity Claim"), such Indemnitee shall give Notice of
3 such Indemnity Claim to the Borrower by telephone at (561) 694-6204 and also in accordance
4 with the written Notice requirements in *Section 10.02*. Such Indemnitee may retain counsel and
5 conduct the defense of such Indemnity Claim, as it may in its sole discretion deem proper, at the
6 sole cost and expense of the Borrower. So long as no Default shall have occurred and be
7 continuing hereunder, no Indemnitee shall compromise or settle any claim without the prior
8 written consent of the Borrower, which consent shall not unreasonably be withheld or delayed
9 (*provided* that the Borrower shall only be responsible for the reasonable fees and expenses of
10 one counsel for all Indemnitees taken as a whole unless any actual or potential conflict of
11 interest between such Indemnitees makes it inappropriate for one counsel to represent all such
12 Indemnitees, in which event the Borrower shall be responsible for the reasonable fees and
13 expenses of one additional counsel for each group of affected Indemnitees similarly situated,
14 taken as a whole).

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

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

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42 *Section 10.06. Assignment and Participations.*

43 (a) *Successors and Assigns Generally.* The provisions of this Agreement
44 shall be binding upon and inure to the benefit of the Parties and their respective successors and

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

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

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

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

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

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

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

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

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

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

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

31 Subject to acceptance and recording thereof by the Agent pursuant to *Section 10.06(c)*,
32 from and after the effective date specified in each Assignment and Assumption Agreement, the
33 assignee thereunder shall be a party to this Agreement and, to the extent of the interest assigned
34 by such Assignment and Assumption Agreement, shall have the rights and obligations of (as
35 applicable) a Lender under this Agreement, and the assigning Lender thereunder shall, to the
36 extent of the interest assigned by such Assignment and Assumption Agreement, be released from
37 its obligations under this Agreement (and, in the case of an Assignment and Assumption
38 Agreement covering all of the assigning Lender's rights and obligations under this Agreement,
39 such Lender shall cease to be a Party hereto) but (i) shall continue to be entitled to the benefits of
40 *Article 3, Section 9.05, Section 10.03 and Section 10.04* with respect to facts and circumstances
41 occurring prior to the effective date of such assignment, and (ii) shall continue to be obligated in
42 respect of any liabilities or obligations that expressly survive any such assignment; *provided*, that
43 except to the extent otherwise expressly agreed by each affected Party no assignment by a

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**SCHEDULE I
TO TERM LOAN AGREEMENT**

LENDERS

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|---|----------------------|
| <p>[REDACTED]</p> <p>Lending Office for all Loans:</p> <p>[REDACTED]</p> <p>Address for Notices:</p> <p>[REDACTED]</p> <p>Attention: [REDACTED] A</p> <p>[REDACTED]</p> <p>Telecopier No.: [REDACTED] A</p> <p>Telephone No.: [REDACTED] A</p> <p>Email: [REDACTED] A</p> | <p>\$400,000,000</p> |
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EXHIBIT A TO AGREEMENT
[Form of Borrowing Notice]

BORROWING NOTICE

March 31, 2016

[REDACTED]
as Administrative Agent and Lender

Attention: [REDACTED] A

Telecopier No.: [REDACTED] A

Ladies and Gentlemen:

The undersigned, FLORIDA POWER & LIGHT COMPANY, a Florida corporation (the "Borrower"), refers to the Term Loan Agreement, dated as of March 31, 2016 (as amended or modified from time to time, the "Loan Agreement", the terms defined therein being used herein as therein defined), among the undersigned, the Lenders party thereto and [REDACTED] A, [REDACTED] A as Administrative Agent and Lender (the "Agent"), and hereby requests a borrowing of a Loan under the Agreement, and in that connection sets forth below the information relating to the borrowing (the "Proposed Borrowing") as required by *Section 2.02(a)* of the Agreement.

- (i) The Business Day of the Proposed Borrowing is March 31, 2016.
- (ii) The Proposed Borrowing is a Eurodollar Rate Loan with an initial Interest Period of one (1) month.
- (iii) The aggregate amount of the Proposed Borrowing is US\$400,000,000.

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

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

1 of the making of the Loan with the same effect as if made at and as of that time
2 (except to the extent that such representations and warranties relate expressly to
3 an earlier date).

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

6 Name of Bank: [REDACTED] A
7 Street Address of Bank: [REDACTED] A
8 City/State/ZIP of Bank: [REDACTED] A
9 ABA Number of Bank: [REDACTED] A
10 SWIFT: [REDACTED] A
11 Name of Account: [REDACTED] A
12 Account Number at Bank: [REDACTED] A

13 *[SIGNATURE APPEARS ON THE FOLLOWING PAGE]*

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Very truly yours,

**FLORIDA POWER & LIGHT
COMPANY**

By: _____
Name:
Title:

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

EXHIBIT B TO AGREEMENT

[Form of Note]

NOTE

\$400,000,000

Dated: March [], 2016

FOR VALUE RECEIVED, the undersigned, FLORIDA POWER & LIGHT COMPANY, a Florida corporation (hereinafter, together with its successors in title and assigns, called "**Borrower**"), by this promissory note (hereinafter called "**this Note**"), absolutely and unconditionally promises to pay to the order of [REDACTED] (hereinafter, together with its successors in title and permitted assigns, called the "**Lender**"), the principal sum of FOUR HUNDRED THOUSAND DOLLARS AND NO/100 DOLLARS (\$400,000,000), or the aggregate unpaid principal amount of the Loan evidenced by this Note made by Lender to Borrower pursuant to the Agreement (as hereinafter defined), whichever is less, on the Maturity Date (as defined in the Agreement), and to pay interest on the principal sum outstanding hereunder from time to time from the Effective Date until the said principal sum or the unpaid portion thereof shall have been paid in full.

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

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

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

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

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

4 This Note is made and delivered by the Borrower to the Lender pursuant to that certain Term
5 Loan Agreement, dated as of March 31, 2016, by among the Borrower, the lenders party thereto,
6 and [REDACTED],^A as Administrative Agent and Lender (such agreement, as
7 originally executed, or, if varied or supplemented or amended and restated from time to time
8 hereafter, as so varied or supplemented or amended and restated, called the "Agreement"). This
9 Note evidences the obligations of Borrower (a) to repay the principal amount of the Loan made
10 by Lender to Borrower under the Agreement, (b) to pay interest, as provided in the Agreement on
11 the principal amount hereof remaining unpaid from time to time, and (c) to pay other amounts
12 which may become due and payable hereunder as provided herein and in the Agreement.

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

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

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

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

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

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

3
4 **FLORIDA POWER & LIGHT**
5 **COMPANY**
6
7

8
9 By: _____
10 Paul I. Cutler
11 Treasurer
12

13
14 Signed by Florida Power and Light Company
15 by Paul. I. Cutler, its Treasurer, in the presence
16 of:
17

18 _____
19 Signature of Witness
20

21 _____
22 _____
23 Print Name
24

25 Address: _____
26 _____
27 _____
28
29

EXHIBIT C TO AGREEMENT

[Form of Interest Rate Notice]

INTEREST RATE NOTICE

[Date]

[Redacted]

as Administrative Agent and Lender

[Redacted]

Attention: [Redacted]

Telecopier No.: [Redacted]

Ladies and Gentlemen:

Pursuant to Section 2.06 of that certain Term Loan Agreement, dated as of March 31, 2016 (as amended or modified from time to time, the "Loan Agreement", the terms defined therein being used herein as therein defined), among the undersigned, the Lenders party thereto and [Redacted] as Administrative Agent and Lender, the Borrower hereby gives you irrevocable notice of its request to Convert the Loan(s) and/or Interest Periods currently under effect under the Loan Agreement as follows [select from the following as applicable]:

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

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

[SIGNATURE APPEARS ON FOLLOWING PAGE]

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Very truly yours,

**FLORIDA POWER & LIGHT
COMPANY**

By: _____

Name:

Title:

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

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

3
4 FLORIDA POWER & LIGHT
5 COMPANY
6

7
8 By: _____
9 Paul I. Cutler
10 Treasurer
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EXHIBIT E TO AGREEMENT

[Form of Opinion of Borrower's Counsel]

March 31, 2016

[REDACTED]
as Administrative Agent and Lender

Attention: [REDACTED]^A

Telecopier No.: [REDACTED]^A

Re: Florida Power & Light Company \$400,000,000 Term Loan Agreement

Ladies and Gentlemen:

This opinion is furnished to you pursuant to Section 6.01(e) of that certain Term Loan Agreement, dated as of March 31, 2016 (the "Agreement"), between Florida Power & Light Company, a Florida corporation ("Borrower"), the Lenders party thereto from time to time, and [REDACTED]^A as Administrative Agent (the "Agent") and as Lender. This opinion is furnished to you at the request of Borrower. Capitalized terms defined in the Agreement and not otherwise defined herein have the meanings set forth therein.

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

We have made such examinations of the federal law of the United States and of the laws of the State of Florida and the State of New York as we have deemed relevant for purposes of this opinion, and solely for the purposes of the opinions in paragraph 6, the Public Utility Holding Company Act of 2005 and the Federal Power Act (the Public Utility Holding Company Act of 2005 and the Federal Power Act and the rules and regulations issued thereunder being referred to herein as the "Applicable Energy Laws"), and have not made any independent review of the law of any other state or other jurisdiction: *provided however* we have made no investigation as to, and we express no opinion with respect to, any federal securities laws or the blue sky laws of any state, any state or federal tax laws, or any matters relating to the Applicable Energy Laws (except for the purposes of the opinions in paragraph 6), the Public Utility Regulatory Policies Act of 1978, the Energy Policy Act of 2005, or the rules and regulations under any of the foregoing. Additionally, the opinions contained herein shall not be construed as expressing any opinion regarding local statutes, ordinances, administrative decisions, or regarding the rules and regulations of counties, towns, municipalities or special political subdivisions (whether created or enabled through legislative action at the state or regional

1

SCHEDULE I

2

TO

3

OPINION OF SQUIRE PATTON BOGGS (US) LLP

4

List of Operative Documents

5

- 6 (a) Term Loan Agreement, dated as of March 31, 2016 (the “**Agreement**”), by and among
7 Borrower, the lenders party thereto from time to time, and [REDACTED] as
8 Administrative Agent and Lender.
- 9 (b) Borrower’s Certificate, dated as of March 31, 2016.

EXHIBIT F-1
U.S. TAX COMPLIANCE CERTIFICATE

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

Reference is hereby made to that certain Term Loan Agreement, dated as of March [], 2016 (the "Loan Agreement"), between Florida Power & Light Company (as the "Borrower"), the Lenders party thereto and [REDACTED], as Administrative Agent and Lender (the "Agent").

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

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

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

[NAME OF LENDER]

By: _____

Name:

Title:

Date: _____, 20[]

EXHIBIT F-2
U.S. TAX COMPLIANCE CERTIFICATE

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

Reference is hereby made to that certain Term Loan Agreement, dated as of March 31, 2016 (the "Loan Agreement"), between Florida Power & Light Company (as the "Borrower"), the Lenders party thereto and [REDACTED], as Administrative Agent and Lender (the "Agent").

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

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

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

[NAME OF PARTICIPANT]

By: _____
Name:
Title:

Date: _____, 20[]

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3 **EXHIBIT F-3**
U.S. TAX COMPLIANCE CERTIFICATE

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

5 Reference is hereby made to that certain Term Loan Agreement, dated as of March 31,
6 2016 (the "**Loan Agreement**"), between Florida Power & Light Company (as the "**Borrower**"),
7 the Lenders party thereto and [REDACTED], as Administrative Agent and Lender (the
8 "**Agent**").

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

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

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

30 [NAME OF PARTICIPANT]
31
32
33

34 By: _____

35 Name:

36 Title:
37
38

39 Date: _____, 20[]

EXHIBIT F-4
U.S. TAX COMPLIANCE CERTIFICATE

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

Reference is hereby made to that certain Term Loan Agreement, dated as of March 31, 2016 (the "**Loan Agreement**"), between Florida Power & Light Company (as the "**Borrower**"), the Lenders party thereto and [REDACTED]^A, as Administrative Agent and Lender (the "**Agent**").

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

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

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

[NAME OF LENDER]

By: _____

Name:

Title:

Date: _____, 20[]

EXHIBIT G

FORM OF ASSIGNMENT AND ASSUMPTION AGREEMENT

* * *

ASSIGNMENT AND ASSUMPTION AGREEMENT

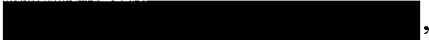
This Assignment and Assumption Agreement (the "*Assignment*") is dated as of the Effective Date set forth below and is entered into by and between [*Insert name of Assignor*] (the "*Assignor*") and [*Insert name of Assignee*] (the "*Assignee*"). Capitalized terms used but not defined herein shall have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

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

1. **Assignor:** _____
2. **Assignee:** _____ [*and is an affiliate of Assignor*] [*and is a Lender*] [*and is an affiliate of a Lender*]¹
3. **Borrower:** Florida Power & Light Company
4. **Administrative Agent:** _____^A, as administrative agent under the Loan Agreement
5. **Loan Agreement:** Term Loan Agreement, dated as of March 31, 2016, among the Borrower, the lenders party thereto from time to time, and the Administrative Agent

¹ Select as applicable.

1 [Consented to and]³ Accepted:

2 
3 as Administrative Agent

4
5

6 By: _____

7 Name:

8 Title:

9

10 [Consented to:

11 FLORIDA POWER & LIGHT COMPANY

12

13 By: _____

14 Name:

15 Title:]⁴

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

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

AMENDMENT NO. 1 TO TERM LOAN AGREEMENT
(Conversion to Revolver)

This **AMENDMENT NO. 1 TO TERM LOAN AGREEMENT (CONVERSION TO REVOLVER)**, dated as of September 27, 2016 (this “**Amendment**”) to the Agreement (as defined below), is entered into by and among **FLORIDA POWER & LIGHT COMPANY**, a Florida corporation (the “**Borrower**”) and [REDACTED], as Lender (the “**Lender**”) and as Administrative Agent (the “**Agent**”).

WITNESSETH:

WHEREAS, the Borrower, the Lender, the other lenders party thereto, and the Agent are parties to that certain Term Loan Agreement, dated as of March 31, 2016 (together with Schedules and Exhibits thereto, and as modified, amended, supplemented, extended, renewed and/or replaced from time to time, the “**Agreement**”), pursuant to which the Lender made available to the Borrower a Four Hundred Million Dollar (\$400,000,000) term loan facility (the “**Term Loan Facility**”);

WHEREAS, on or prior to the Amendment Effective Date, the Borrower has prepaid the Loan by an amount equal to One Hundred and Fifty Million Dollars (\$150,000,000); and

WHEREAS, the Borrower has requested that the Lender convert the aggregate principal amount of Two Hundred and Fifty Million Dollars (\$250,000,000) in remaining Outstanding Loans into a Commitment of the Lender to make revolving credit loans available to the Borrower from time to time, and the Lender and the Agent have agreed to make such amendments on the terms and conditions set forth herein;

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

AGREEMENT:

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

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

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

1 “Amendment Effective Date” shall mean September 27, 2016.

2 “Commitment” shall mean, when used with reference to any Lender at the time any
3 determination thereof is to be made, the obligation of such Lender to make Loans
4 pursuant to Section 2.01, or, where the context so requires, the amount of such obligation
5 which is set forth on Schedule I opposite such Lender’s name as its Commitment, in each
6 case as the same may be reduced from time to time in accordance with the terms of this
7 Agreement.

8 “Commitments” shall mean the aggregate Commitments of the several Lenders.

9 “Commitment Fee” has the meaning given such term in Section 2.03.



11 “Commitment Termination Date” shall mean the earlier of (a) September 27, 2017, and
12 (b) the date of termination in whole of the Commitments pursuant to Section 2.07 or
13 Article 7.

14
15 §2.2 The following defined terms in Section 1.01 of the Agreement shall be amended in their
16 entirety to read as follows:

17
18 “Lenders” means each of the lending institutions listed on Schedule I so long as such
19 Lender has a Commitment or any Outstanding Loan hereunder and any other Person who
20 becomes an assignee of any rights and obligations of a Lender pursuant to Section 10.06.

21 “Maturity Date” shall mean the Commitment Termination Date.

22
23 “Standard & Poor’s” means S&P Global Ratings.

24
25
26 §2.3 The defined term “Excluded Taxes” in Section 1.01 of the Agreement shall be amended
27 by deleting the reference to Section 2.07 and substituting therefor with “Section 2.11”.

28
29 §2.4 The defined term “Note” in Section 1.01 of the Agreement shall be amended by deleting
30 the reference to Section 2.03(b) and substituting therefor with “Section 2.10(b)”.

31
32 §2.5 **Article 2** of the Agreement is hereby amended and restated as follows:

33
34 **ARTICLE 2**

35 **LOANS**

36
37 **Section 2.01 Commitments to Lend**. As of the Amendment Effective Date, each Lender
38 severally agrees, on the terms of this Agreement (including Section 6.02), to make Loans in
39 Dollars to the Borrower for a period commencing on the Amendment Effective Date and

1 terminating on the Commitment Termination Date, in an aggregate principal amount Outstanding
2 at any one time not to exceed such Lender's Commitment. Within the limits of the Commitment
3 of each Lender, the Borrower may borrow under this Section 2.01, prepay pursuant to
4 Section 2.09 and re-borrow under this Section 2.01. Each of the Lenders agrees that Loans
5 outstanding on the Amendment Effective Date shall be deemed to be Loans outstanding under
6 this Section.

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

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

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

19 (c) Each of the Lenders shall, not later than noon, New York, New York time, on each
20 Borrowing Date hereunder, make Immediately Available Funds in Dollars in the amount
21 of such Lender's Loan available to the Agent at the office of the Agent, at its address set
22 forth on Schedule I. After the Agent's receipt of such funds and upon fulfillment of the
23 applicable conditions set forth in Section 6.02, the Agent will make such funds available
24 to the Borrower by crediting the Borrower's general deposit account with the Agent.

25 (d) Any notice delivered or given by the Borrower to the Agent as provided in this
26 Section 2.02 shall be irrevocable and binding upon the Borrower upon receipt by the
27 Agent. Each Borrowing shall be in the principal amount of [REDACTED] ^A
28 [REDACTED] ^A or any larger integral multiple of [REDACTED] ^B

29 In no event shall the Borrower select Interest Periods and Types of Loans which would
30 have the result that there shall be more than ten (10) different Interest Periods for Loans
31 outstanding at the same time (for which purpose Interest Periods for Loans of different
32 Types shall be deemed to be different Interest Periods even if the Interest Periods begin
33 and end on the same dates).

34 (e) Unless the Agent shall have received notice from a Lender prior to the time of any
35 Borrowing that such Lender will not make available to the Agent such Lender's ratable
36 portion of such Borrowing, the Agent may assume that such Lender has made such
37 portion available to the Agent on the date of such Borrowing in accordance with
38 Section 2.02(a) and the Agent may, in reliance upon such assumption, make available to
39 the Borrower on such date a corresponding amount. If and to the extent that such Lender
40 shall not have so made such ratable portion available to the Agent, such Lender and the

1 Borrower severally agree to repay to the Agent forthwith on demand such corresponding
2 amount together with interest thereon, for each day from the date such amount is made
3 available to the Borrower until the date such amount is repaid to the Agent, at (i) in the
4 case of the Borrower, the interest rate applicable at the time to Borrowings of such Type
5 and (ii) in the case of such Lender, the Federal Funds Rate. If such Lender shall repay to
6 the Agent such corresponding amount, such amount so repaid shall constitute such
7 Lender's Loan as part of such Borrowing for purposes of this Agreement.

- 8 (f) The failure of any Lender to make any Loan to be made by it on the date specified
9 therefor shall not relieve any other Lender of its obligation to make its Loan on such date,
10 but neither any Lender nor the Agent shall be responsible for the failure of any other
11 Lender to make a Loan to be made by such other Lender.

12 **Section 2.03 Commitment Fee.** The Borrower agrees to pay to the Agent for the account of
13 each Lender a per annum Commitment Fee (the "**Commitment Fee**") for the period from and
14 including the Amendment Effective Date to but not including the earlier of the date such
15 Lender's Commitment is terminated and the Maturity Date, equal to the Commitment Fee Rate
16 multiplied by the daily average unused amount of such Lender's Commitment for such period.
17 The Commitment Fee shall be payable to the Agent for the account of each Lender (a) quarterly
18 in arrears on the last day of each March, June, September and December, commencing on
19 December 31, 2016, and (b) on the earlier of (i) the date the Commitments are terminated in full
20 and (ii) the Maturity Date.

21 **Section 2.04 Interest.**

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

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

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

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

- 32 (c) In no event shall the Borrower select Interest Periods and Types of Loans which would
33 have the result that there shall be more than ten (10) different Interest Periods for Loans
34 outstanding at the same time (for which purpose Interest Periods for Loans of different
35 Types shall be deemed to be different Interest Periods even if the Interest Periods begin
36 and end on the same dates).

- 37 (d) Overdue principal, and to the extent permitted by applicable law, overdue interest on the
38 Loans and all other overdue amounts payable hereunder or under any Note shall bear

1 interest payable on demand, in the case of (i) overdue principal of or overdue interest on
2 any Loan, at a rate per annum equal to two percent (2%) above the rate then applicable to
3 such Loan and (ii) any other overdue amounts, at a rate per annum equal to two percent
4 (2%) above the Base Rate, in each case until such amount shall be paid in full (after, as
5 well as before, judgment)

6 **Section 2.05 Computation of Interest and Fees.**

7 (a) The Agent shall give prompt Notice to the Borrower of the applicable interest rate
8 determined by the Agent for the purpose of determining the interest rate under Section
9 2.04(a)(i).

10 (b) In the event, prior to the commencement of any Interest Period relating to any Eurodollar
11 Rate Loans, any Lender determines that (i) adequate and reasonable methods do not exist
12 for ascertaining the Eurodollar Rate that would otherwise determine the rate of interest to
13 be applicable to any Eurodollar Rate Loans or (ii) the Eurodollar Rate will not adequately
14 reflect the cost to such Lender of making, funding or maintaining its Eurodollar Rate
15 Loans, during any Interest Period, such Lender shall forthwith give Notice of such
16 determination (which shall be conclusive and binding on the Borrower) to the Borrower.
17 In such event (x) any Interest Rate Notice with respect to such Lender's Eurodollar Rate
18 Loans shall be automatically withdrawn and any Interest Rate Notice shall be deemed a
19 request for a Base Rate Loan, (y) each Eurodollar Rate Loan will automatically, on the
20 last day of the then current Interest Period thereof, become a Base Rate Loan, and (z) the
21 obligations of such Lender to make Eurodollar Rate Loans shall be suspended until such
22 Lender determines that the circumstances giving rise to such suspension no longer exist,
23 whereupon such Lender shall so notify the Borrower.

24 (c) On the date on which the aggregate unpaid principal amount of Eurodollar Rate Loans
25 comprising any Borrowing shall be reduced, by payment or prepayment or otherwise, to
26 less than [REDACTED] such Loans shall automatically Convert into
27 Base Rate Loans.

28 (d) Upon the occurrence and during the continuance of any Event of Default (i) each
29 Eurodollar Rate Loan will automatically, on the last day of the existing Interest Period
30 therefor, Convert into a Base Rate Loan and (ii) the obligation of the Lender to make, or
31 to Convert Loans into, Eurodollar Rate Loans shall be suspended.

32 **Section 2.06 Interest Rate Conversion and Continuation Options.**

33 (a) The Borrower may, subject to Section 2.05(b), Section 2.05(d), and Section 3.05, elect
34 from time to time to Convert all or any portion of any Loan to a Loan of another Type,
35 provided that (i) with respect to any such Conversion of all or any portion of any
36 Eurodollar Rate Loan to a Base Rate Loan, the Borrower shall give the Agent an Interest
37 Rate Notice (or telephonic notice promptly confirmed in writing) at least one (1)
38 Business Day prior to such Conversion; (ii) in the event of any Conversion of all or any
39 portion of a Eurodollar Rate Loan into a Base Rate Loan prior to the last day of the

1 Interest Period relating to the Eurodollar Rate Loan, the Borrower shall indemnify each
2 Lender in respect of such Conversion in accordance with Section 3.09; (iii) with respect
3 to any such Conversion of all or any portion of a Base Rate Loan to a Eurodollar Rate
4 Loan, the Borrower shall give the Agent an Interest Rate Notice (or telephonic notice
5 promptly confirmed in writing) at least three (3) Eurodollar Business Days prior to such
6 election, and such Conversion shall be effective on the first day of an Interest Period; and
7 (iv) no Loan may be Converted into a Eurodollar Rate Loan when any Default has
8 occurred and is continuing. On the date on which such Conversion is being made each
9 Lender may take such action, if any, as it deems desirable to transfer its Loan to its
10 Domestic Lending Office or its Eurodollar Lending Office, as the case may be. All or any
11 part of any Loans of any Type may be Converted as specified herein, *provided* that partial
12 Conversions shall be in an aggregate principal amount of [REDACTED]^A
13 [REDACTED]^A or any larger integral multiple of [REDACTED]. Each
14 Interest Rate Notice relating to the Conversion of all or any portion of any Base Rate
15 Loan to a Eurodollar Rate Loan shall be irrevocable by the Borrower. The Agent shall
16 notify the Lenders promptly of each such Interest Rate Notice made by the Borrower.

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

24 (c) Any Conversion to or from Eurodollar Rate Loans shall be in such amounts and be made
25 pursuant to such elections so that, after giving effect thereto, the aggregate principal
26 amount of all Eurodollar Rate Loans having the same Interest Period shall not be less
27 than [REDACTED] or any integral multiple of [REDACTED]^B
28 [REDACTED].

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

36 (e) Upon the expiration of any Interest Period, the Borrower shall be deemed to have
37 requested a new Interest Period of equal duration as the immediately preceding Interest
38 Period, unless, at least three (3) Business Days prior to said expiration, the Borrower
39 shall have delivered to the Agent an Interest Rate Notice (or telephonic notice promptly
40 confirmed in writing) specifying a new Interest Period of a different duration.

1 **Section 2.07 Commitment Reduction.** The Borrower shall have the right, exercisable at any
2 time and from time to time, upon two (2) Business Days' Notice to the Agent (or telephonic
3 notice promptly confirmed in writing), to terminate in whole or reduce in part the Commitment;
4 *provided* that each partial reduction of the Commitment shall be in an amount of [REDACTED]^A
5 [REDACTED] or integral multiples of [REDACTED] in excess
6 thereof; and *provided further* that the Commitment may not be reduced to any amount less than
7 the aggregate principal amount (without duplication) of all Loans Outstanding at the time of any
8 such reduction.

9 **Section 2.08 Mandatory Payment.** The Loans will mature on the Maturity Date and the
10 Borrower unconditionally promises to pay to the Agent for account of each Lender the entire
11 unpaid principal amount of such Lender's Loans Outstanding on the Maturity Date plus all
12 accrued and unpaid interest thereon and all other amounts then due hereunder.

13 **Section 2.09 Prepayment.** The Borrower shall have the right, at any time and from time to
14 time, to prepay the Loans in whole or in part, without penalty or premium, (i) upon not less than
15 (i) three (3) Business Days prior Notice (or telephonic notice promptly confirmed in writing)
16 given to the Agent not later than 11:00 A.M. (New York City time), in the case of Eurodollar
17 Rate Loans and (ii) same day written notice (or telephonic notice promptly confirmed in writing)
18 to the Agent not later than 11:00 A.M. (New York City time) in the case of Base Rate Loans;
19 *provided* that (i) each prepayment shall be in the principal amount of [REDACTED]^A or any larger
20 integral multiple of [REDACTED]^A in excess thereof, or equal to the remaining principal balance
21 outstanding under such Loan and (ii) in the event that the Borrower shall prepay any portion of
22 any Eurodollar Rate Loan prior to the last day of the Interest Period relating thereto, the
23 Borrower shall indemnify each of the Lenders in respect of such prepayment in accordance with
24 Section 3.09.

25 **Section 2.10 Evidence of Indebtedness and Notes.**

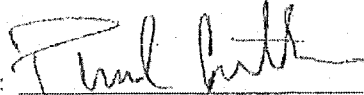
26 (a) The Loans made by each Lender shall be evidenced by one or more accounts or records
27 maintained by such Lender and by the Agent in the ordinary course of business. The
28 accounts or records maintained by the Agent and each Lender shall be conclusive absent
29 manifest error. Any failure to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

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

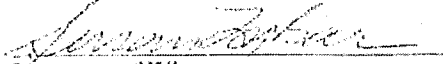
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IN WITNESS WHEREOF, the undersigned have duly executed this Agreement as a sealed instrument as of the date first set forth above.

FLORIDA POWER & LIGHT
COMPANY, as the Borrower

By: 
Paul I. Cutler
Treasurer

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


Signature of Witness

SUSAN LARKIN
Print Name

Witness Address:
Chapel Hill, NC

1 [REDACTED] A, as Administrative
2 Agent and as Lender

3 By: [REDACTED] A
4 Name: [REDACTED] A
5 Title: [REDACTED] A

**SCHEDULE I
TO LOAN AGREEMENT**

REVOLVING LOAN LENDERS

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| Lender | Commitment |
|---|----------------------|
| <p>[REDACTED]</p> <p>Lending Office for all Loans:</p> <p>[REDACTED]</p> <p>Address for Notices:</p> <p>[REDACTED]</p> <p>Attention: [REDACTED] A</p> <p>Telecopier No.: [REDACTED]</p> <p>Telephone No.: [REDACTED] A</p> <p>Email: [REDACTED]</p> | <p>\$250,000,000</p> |

EXHIBIT A TO AGREEMENT

[Form of Borrowing Notice]

BORROWING NOTICE

[Date]

[Redacted],
as Administrative Agent and as Lender

Attention: [Redacted] ^A

Telecopier No.: [Redacted]

Ladies and Gentlemen:

The undersigned, Florida Power & Light Company, a Florida corporation (“**Borrower**”), refers to the Term Loan Agreement, dated as of March 31, 2016, as amended by Amendment No. 1 to Term Loan Agreement (Conversion to Revolver), dated as of September 27, 2016 (as heretofore and as further amended or modified from time to time, the “**Agreement**”, the terms defined therein being used herein as therein defined), between Borrower, the Lenders that are parties thereto, and [Redacted] ^A as Administrative Agent, and hereby gives you notice, irrevocably, pursuant to Section 2.02 of the Agreement that the undersigned hereby requests a Borrowing of a Loan under the Agreement, and in that connection sets forth below the information relating to such Borrowing (the “**Proposed Borrowing**”) as required by Section 2.02(a) of the Agreement:

- (A) The Business Day of the Proposed Borrowing is _____, 201__.
- (B) The Type of Loans comprising the Proposed Borrowing are [Base Rate Loans]
[Eurodollar Rate Loans].
- (C) The aggregate amount of the Proposed Borrowing is US\$ _____.
- (D) The initial Interest Period for each Eurodollar Rate Loan made as part of the Proposed Borrowing is ___ month[s]. The last day of such Interest Period is _____, _____.

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

- (A) No Default shall have occurred and be continuing or will occur upon the making of the Loan on such Borrowing Date, and

1 ANNEX A

2
3 FORM OF
4 LEGAL OPINION OF SQUIRE PATTON BOGGS (US) LLP
5
6

7 September 27, 2016
8

9 [REDACTED]
10 [REDACTED]
11 [REDACTED]
12 [REDACTED]

13 Attention: [REDACTED]
14 Telecopier No.: [REDACTED]^A
15

16 **Re:** Amendment No. 1 to Term Loan Agreement, dated as of September 27, 2016 (the
17 "Amendment"), by and among Florida Power & Light Company (the
18 "Borrower") and [REDACTED]^A as Lender (the "Lender") and as
19 Administrative Agent (the "Agent")

20 Ladies and Gentlemen:

21 This opinion is furnished to you pursuant to *Section 4.4* of the Amendment, which
22 amends that certain Term Loan Agreement, dated as of March 31, 2016 (the "Agreement"),
23 among the Borrower, the Lender, the other lenders party thereto, and the Agent. This opinion is
24 furnished to you at the request of the Borrower. Capitalized terms defined in the Agreement, as
25 amended by the Amendment, and not otherwise defined herein have the meanings set forth
26 therein.

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

29 We have made such examinations of the federal law of the United States and of the laws
30 of the State of Florida and the State of New York as we have deemed relevant for purposes of
31 this opinion, and solely for the purposes of the opinions in paragraph 6, the Public Utility
32 Holding Company Act of 2005 and the Federal Power Act (the Public Utility Holding Company
33 Act of 2005 and the Federal Power Act and the rules and regulations issued thereunder being
34 referred to herein as the "Applicable Energy Laws"), and have not made any independent
35 review of the law of any other state or other jurisdiction: *provided however* we have made no
36 investigation as to, and we express no opinion with respect to, any federal securities laws or the
37 blue sky laws of any state, any state or federal tax laws, or any matters relating to the Applicable
38 Energy Laws (except for the purposes of the opinions in paragraph 6), the Public Utility
39 Regulatory Policies Act of 1978, the Energy Policy Act of 2005, or the rules and regulations
40 under any of the foregoing. Additionally, the opinions contained herein shall not be construed as

EXECUTION VERSION

1 **TERM LOAN AGREEMENT**
2
3 **\$100,000,000 TERM LOAN FACILITY**

4
5 _____
6
7 **BETWEEN**

8
9 **FLORIDA POWER & LIGHT COMPANY, AS BORROWER**

10
11 **AND**

12
13 **[REDACTED]**
14 **AS LENDER AND ADMINISTRATIVE AGENT**

15
16 **DATED AS OF MARCH 31, 2016**
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TERM LOAN AGREEMENT

This **TERM LOAN AGREEMENT**, dated as of March 31, 2016, is by and among **FLORIDA POWER & LIGHT COMPANY**, a Florida corporation (the "Borrower"), the lending institutions from time to time listed on *Schedule I* hereto (the "Lender or "Lenders"), and [REDACTED] acting in its capacity as Administrative Agent for the Lenders (together with its successors and assigns in such capacity, the "Agent") (the Borrower, the Lenders and the Agent are hereinafter sometimes referred to collectively as the "Parties" and individually as a "Party").

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WITNESSETH:

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

16
WHEREAS, the Lenders are willing to do so, on the terms and conditions hereof.

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

20
ARTICLE 1 - DEFINITIONS AND RULES OF INTERPRETATION.

21
22
Section 1.01. Definitions. The following terms shall have the meanings set forth in this *Section 1.01* or elsewhere in the provisions of this Agreement referred to below:

23
"Acceleration Notice" has the meaning specified in *Section 7.02*.

24
"Actions" has the meaning specified in *Section 10.04*.

25
"Agent" has the meaning given such term in the Preamble.

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

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

35
36
"Applicable Lending Office" means, in the case of any Lender, such Lender's Domestic Lending Office or Eurodollar Lending Office, as the case may be.

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

3 “Bail-In Action” means the exercise of any Write-Down and Conversion Powers by the
4 applicable EEA Resolution Authority in respect of any liability of an EEA Financial Institution.

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

9 [REDACTED]
10 [REDACTED]
11 [REDACTED]
12 [REDACTED]
13 [REDACTED]
14 [REDACTED]

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

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

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

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

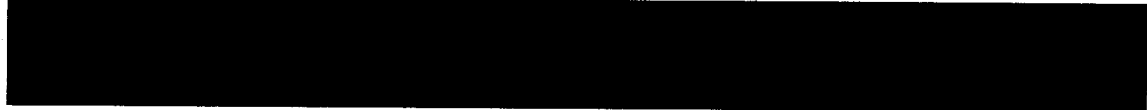
21 “Business Day” means any day other than (a) Saturday or Sunday, or (b) a day on which
22 banking institutions in New York City, New York are required or authorized to close (*provided*
23 that no day shall be deemed to be a Business Day with respect to any Eurodollar Rate Loan
24 unless such day is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

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


27 “Change in Law” means the occurrence, after the Effective Date, of any of the following:
28 (a) the adoption or taking effect of any law, rule, regulation or treaty, (b) any change in any law,
29 rule, regulation or treaty or in the administration, interpretation, implementation or application
30 thereof by any Governmental Authority or (c) the making or issuance of any request, rule,
31 guideline or directive (whether or not having the force of law) by any Governmental Authority;
32 *provided* that notwithstanding anything herein to the contrary, for the purposes of the increased
33 cost provisions in *Section 3.06* or *Section 3.07*, any changes with respect to capital adequacy or
34 liquidity which result from (i) all requests, rules, guidelines or directives under or issued in
35 connection with the Dodd-Frank Wall Street Reform and Consumer Protection Act (the
36 “Dodd-Frank Act”) and (ii) all requests, rules, guidelines or directives promulgated by the Bank
37 for International Settlements, the Basel Committee on Banking Supervision (or any successor or
38 similar authority) or the United States of America or foreign regulatory authorities, in each case

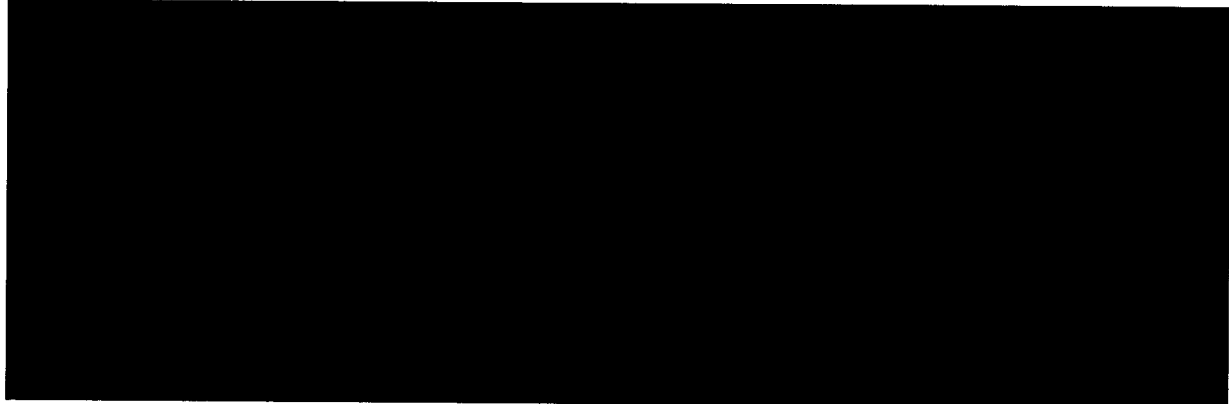
1 pursuant to "Basel III" (meaning the comprehensive set of reform measures developed (and
2 designated as "Basel III" in September 2010) by the Basel Committee on Banking Supervision,
3 to strengthen the regulation, supervision and risk management of the banking sector), shall in
4 each case be deemed to be a "Change in Law" as to which the affected Lender is entitled to
5 compensation to the extent such request, rule, guideline or directive is either (1) enacted,
6 adopted or issued after the Effective Date (but regardless of the date the applicable provision of
7 the Dodd-Frank Act or Basel III to which such request, rule, guideline or directive relates was
8 enacted, adopted or issued) or (2) enacted, adopted or issued prior to the Effective Date but either
9 (A) does not require compliance therewith, or (B) which is not fully implemented until after the
10 Effective Date and which entails increased cost related thereto that cannot be reasonably
11 determined as of the Effective Date.

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3 “Code” means the Internal Revenue Code of 1986, as amended from time to time, and the
4 regulations promulgated and rulings issued thereunder.

5 “Communications” has the meaning specified in *Section 10.02(b)*.

6 “Communications Notice” has the meaning specified in *Section 10.02(c)*.

7 “Conversion” or “Convert” means a conversion of all or part of any Loan of one Type
8 into a Loan of another Type pursuant to *Section 2.06* hereof (including any such conversion
9 made as a result of the operation of any other provision hereof).

10 “Conversion Date” means the date on which all or any portion of any Loan is Converted
11 or continued in accordance with *Section 2.06*.

12 “date of this Agreement” and “date hereof” means March 31, 2016.

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

17 “Defaulting Lender” means, subject to *Section 3.11(b)*, any Lender that (a) fails to (i)
18 fund all or any portion of its Loans within two (2) Business Days of the date such Loans were
19 required to be funded hereunder unless such Lender notifies the Agent and the Borrower in
20 writing that such failure is the result of such Lender’s determination that one or more conditions
21 precedent to funding (each of which conditions precedent, together with any applicable default,
22 shall be specifically identified in such writing) has not been satisfied, or (ii) pay to the Agent, or
23 any other Lender any other amount required to be paid by it hereunder within two (2) Business
24 Days of the date when such payment is due; (b) notifies the Borrower or the Agent in writing that
25 it does not intend to comply with its funding obligations under this Agreement, or has made a
26 public statement to that effect (unless such writing or public statement relates to such Lender’s
27 obligation to fund a Loan hereunder and states that such position is based on such Lender’s
28 determination that one or more conditions precedent to funding (each of which condition
29 precedents, together with any applicable default, shall be specifically identified in such writing
30 or public statement) cannot be satisfied); (c) fails, within three (3) Business Days after written
31 request by the Agent or the Borrower, to confirm in writing to the Agent and to the Borrower
32 that it will comply with its prospective funding obligations hereunder (*provided* that such Lender
33 shall cease to be a Defaulting Lender pursuant to this clause (c) upon the subsequent receipt of
34 such written confirmation by the Agent and the Borrower); or (d) has (or has a direct or indirect
35 parent company that has) become the subject of any Insolvency Proceeding or Bail-In Action;
36 *provided* that a Lender shall not be a Defaulting Lender solely by virtue of the ownership or
37 acquisition of any equity interest in that Lender or any direct or indirect parent company thereof
38 by a Governmental Authority so long as such ownership interest does not result in or provide
39 such Lender with immunity from the jurisdiction of courts within the United States or from the
40 enforcement of judgments or writs of attachment on its assets or permit such Lender (or such

1 Governmental Authority) to reject, repudiate, disavow or disaffirm any contracts or agreements
2 made with such Lender. Any determination by the Agent that a Lender is a Defaulting Lender
3 under any one or more of the preceding clauses (a) through (d) shall be conclusive and binding
4 absent manifest error, and such Lender shall be deemed to be a Defaulting Lender (subject to
5 *Section 3.11(b)*) upon the Agent's delivery of Notice of such determination to the Borrower and
6 each Lender.

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

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

14 "EEA Financial Institution" means (a) any credit institution or investment firm
15 established in any EEA Member Country which is subject to the supervision of an EEA
16 Resolution Authority, (b) any entity established in an EEA Member Country which is a parent of
17 an institution described in clause (a) of this definition, or (c) any financial institution established
18 in an EEA Member Country which is a subsidiary of an institution described in clauses (a) or (b)
19 of this definition and is subject to consolidated supervision with its parent.

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

22 "EEA Resolution Authority" means any public administrative authority or any person
23 entrusted with public administrative authority of any EEA Member Country (including any
24 delegate) having responsibility for the resolution of any EEA Financial Institution.

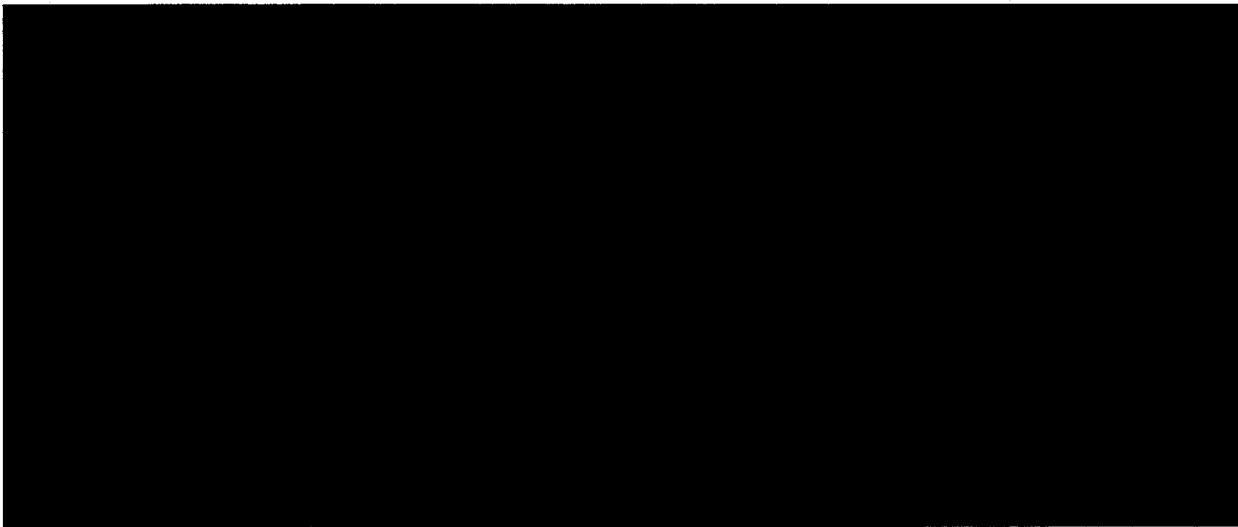
25 "Effective Date" means the date on which all of the conditions precedent set forth in
26 *Section 6.01* have been satisfied or waived, which is March 31, 2016.

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

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

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15 “ERISA” means the Employee Retirement Income Security Act of 1974, as amended,
16 and the regulations promulgated thereunder.

17 “ERISA Affiliate” means any Person that is treated as a single employer with the
18 Borrower under Section 414 of the Code.

19 “ERISA Reportable Event” means a reportable event with respect to a Guaranteed
20 Pension Plan within the meaning of Section 4043 of ERISA as to which the requirement of
21 notice has not been waived.

22 “EU Bail-In Legislation Schedule” means the EU Bail-In Legislation Schedule published
23 by the Loan Market Association (or any successor person), as in effect from time to time.

24 “Eurocurrency Reserve Rate” means, for any Interest Period for any Eurodollar Rate
25 Loan, the average maximum rate at which reserves (including, without limitation, any marginal,
26 supplemental or emergency reserves) are required to be maintained during such Interest Period
27 under Regulation D by member banks of the Federal Reserve System in New York City with
28 deposits against “Eurocurrency liabilities” (as such term is used in Regulation D) in effect two
29 (2) Eurodollar Business Days before the first day of such Interest Period. Without limiting the
30 effect of the foregoing, the Eurocurrency Reserve Rate shall include any other reserves required
31 to be maintained by such member banks by reason of any Regulatory Change with respect to (i)
32 any category of liabilities that includes deposits by reference to which the Eurodollar Rate is to
33 be determined as provided in the definition of “Eurodollar Rate” in this *Section 1.01* or (ii) any
34 category of extensions of credit or other assets that includes Eurodollar Rate Loans.

35 “Eurodollar Business Day” means any Business Day on which commercial banks are
36 open for international business (including dealings in Dollar deposits) in London.

37 “Eurodollar Lending Office” means, initially, the office of each Lender designated as
38 such in *Schedule I*; thereafter, such other office of such Lender, if any, that shall be making or
39 maintaining any Eurodollar Rate Loan as designated by a Lender in Notice to the Borrower and
40 the Agent.



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8 “Eurodollar Rate Loan” means all or any portion of any Loan bearing interest calculated
9 by reference to the Eurodollar Rate.

10 “Event of Default” has the meaning assigned to such term in *Section 7.01*.

11 “Exchange Act” means the Securities Exchange Act of 1934, as amended, and the
12 regulations promulgated thereunder.

13 “Excluded Taxes” means any of the following Taxes imposed on or with respect to a
14 Recipient or required to be withheld or deducted from a payment to a Recipient: (a) Taxes
15 imposed on or measured by net income (however denominated), franchise Taxes, and branch
16 profits Taxes, in each case, (i) imposed as a result of such Recipient being organized under the
17 laws of, or having its principal office or, in the case of a Lender, its applicable lending office
18 located in, the jurisdiction imposing such Tax (or any political subdivision thereof) or (ii) that are
19 Other Connection Taxes, (b) in the case of a Lender, U.S. federal withholding Taxes imposed on
20 amounts payable to or for the account of such Lender with respect to an applicable interest in a
21 Loan pursuant to a law in effect on the date on which (i) such Lender acquires such interest in
22 such Loan (other than pursuant to an assignment request by the Borrower under *Section 2.07*, or
23 (ii) such Lender changes its lending office, except in each case to the extent that, pursuant to
24 *Section 3.10*, amounts with respect to such Taxes were payable either to such Lender’s assignor
25 immediately before such Lender became a party hereto or to such Lender immediately before it
26 changed its lending office, (c) Taxes attributable to such Recipient’s failure to comply with
27 *Section 3.10(c)*, and (e) any U.S. federal withholding Taxes imposed under FATCA.

28 “FASB ASC 715” means Financial Accounting Standards Board Accounting Standards
29 Codification 715, Compensation – Retirement Benefits.

30 “FASB ASC 810” means Financial Accounting Standards Board Accounting Standards
31 Codification 810, Consolidation.

32 “FATCA” means Sections 1471 through 1474 of the Code, as of the Effective Date (or
33 any amended or successor version that is substantively comparable and not materially more
34 onerous to comply with) and any current or future regulations or official interpretations thereof
35 and any agreements entered into pursuant to Section 1471(b)(1) of the Code and any fiscal or
36 regulatory legislation, rules or official practices adopted pursuant to any published
37 intergovernmental agreement entered into in connection with the implementation of such
38 sections of the Code, any published intergovernmental agreement entered into in connection with
39 the implementation of such Sections of the Code and any fiscal or regulatory legislation, rules or
40 practices adopted pursuant to such published intergovernmental agreements.

1 “Federal Funds Rate” means, for any day, a fluctuating interest rate per annum equal for
2 each day during such period to the rate published for such day (or, if such day is not a Business
3 Day, for the next preceding Business Day) by the Federal Reserve Bank of New York for
4 overnight Federal funds transactions with members of the Federal Reserve System, or, if such
5 rate is not so published for any day that is a Business Day, the quotation for such day on such
6 transactions received by the Agent from a Federal funds broker of recognized standing selected
7 by it; *provided* that if the Federal Funds Rate shall be less than zero, such rate shall be deemed to
8 be zero for the purposes of this Agreement.

9 “Federal Reserve Board” means the Board of Governors of the Federal Reserve System.

10 “First Mortgage” means Borrower’s Mortgage and Deed of Trust, dated as of January
11 1944, as supplemented and amended from time to time.

12 “Fitch” means Fitch Ratings.

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

14 “FPSC Financing Order” means the Final Order Granting the Borrower Approval for
15 Authority to Issue and Sell Securities issued by the Florida Public Service Commission on
16 November 4, 2015, as Order No. PSC-14-0524-FOF-EI, and each successive order of the Florida
17 Public Service Commission granting authority to the Borrower to issue and sell securities, as
18 applicable.

19 [REDACTED]
20 [REDACTED]
21 [REDACTED]
22 [REDACTED]
23 [REDACTED]
24 [REDACTED]

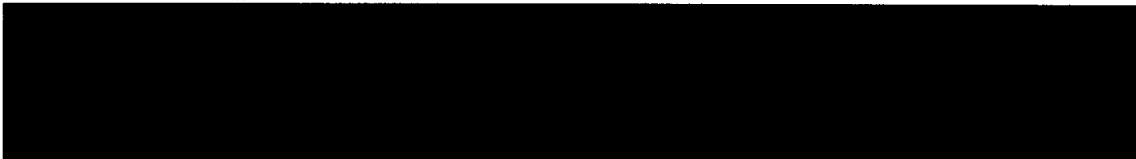
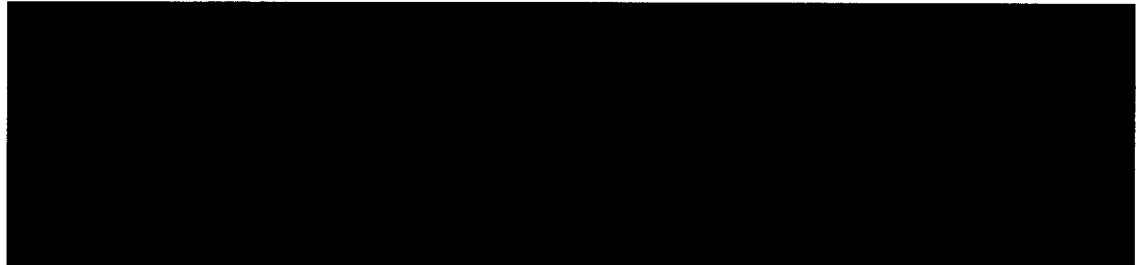
25 [REDACTED]
26 [REDACTED]

27 [REDACTED]
28 [REDACTED]

29 [REDACTED]
30 [REDACTED]
31 [REDACTED]
32 [REDACTED]
33 [REDACTED]

34 [REDACTED]
35 [REDACTED]
36 [REDACTED]
37 [REDACTED]

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25 “generally accepted accounting principles” means generally accepted accounting
26 principles, as recognized by the American Institute of Certified Public Accountants and the
27 Financial Accounting Standards Board, consistently applied and maintained on a consistent basis
28 for the Borrower and its Subsidiaries throughout the period indicated and (subject to *Section*
29 *1.03*) consistent with the prior financial practice of the Borrower and its Subsidiaries.

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

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

1 “Interest Rate Notice” means a Notice given by the Borrower to the Agent (in
2 substantially the form set forth in Exhibit C) specifying the Borrower’s election to Convert all or
3 any portion of the Loans, or specify the Interest Period with respect to all or any portion of any
4 Eurodollar Rate Loans, in accordance with Section 2.06.

5 “Lenders” means each of the lending institutions listed on Schedule I so long as such
6 Lender has an Outstanding Loan hereunder and any other Person who becomes an assignee of
7 any rights and obligations of a Lender pursuant to Section 10.06.

8 “Liabilities” has the meaning specified in Section 10.04.

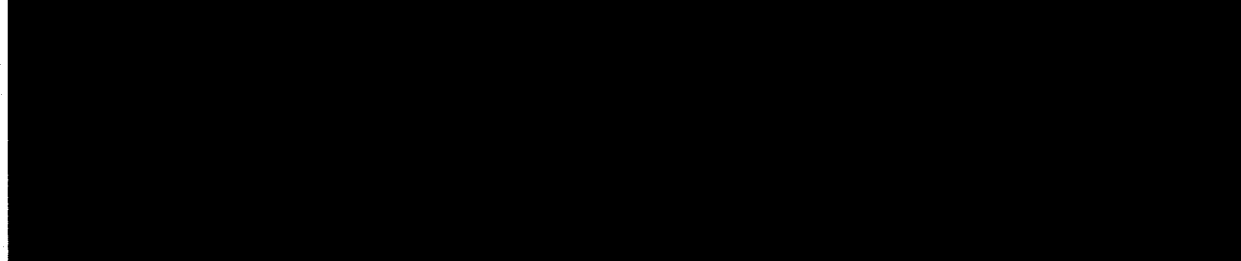
9 “Lien” means any mortgage, pledge, lien, security interest or other charge or
10 encumbrance with respect to any present or future assets of the Person referred to in the context
11 in which the term is used.

12 “Loan” means the aggregate principal amount advanced by each Lender as a Loan or
13 Loans to the Borrower under Section 2.01.

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

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

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



27 “Maturity Date” means March 30, 2017.

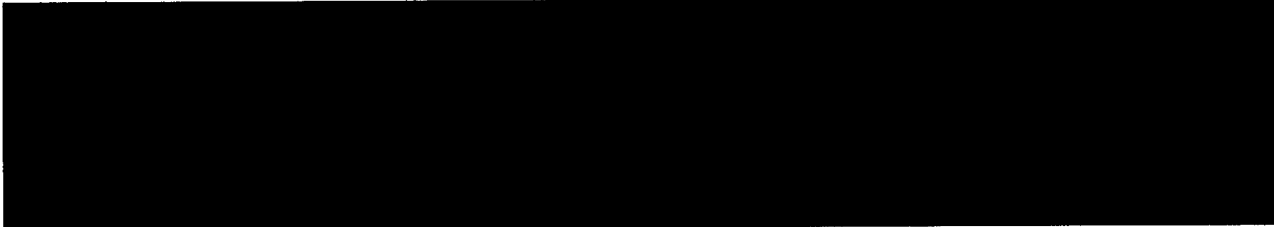
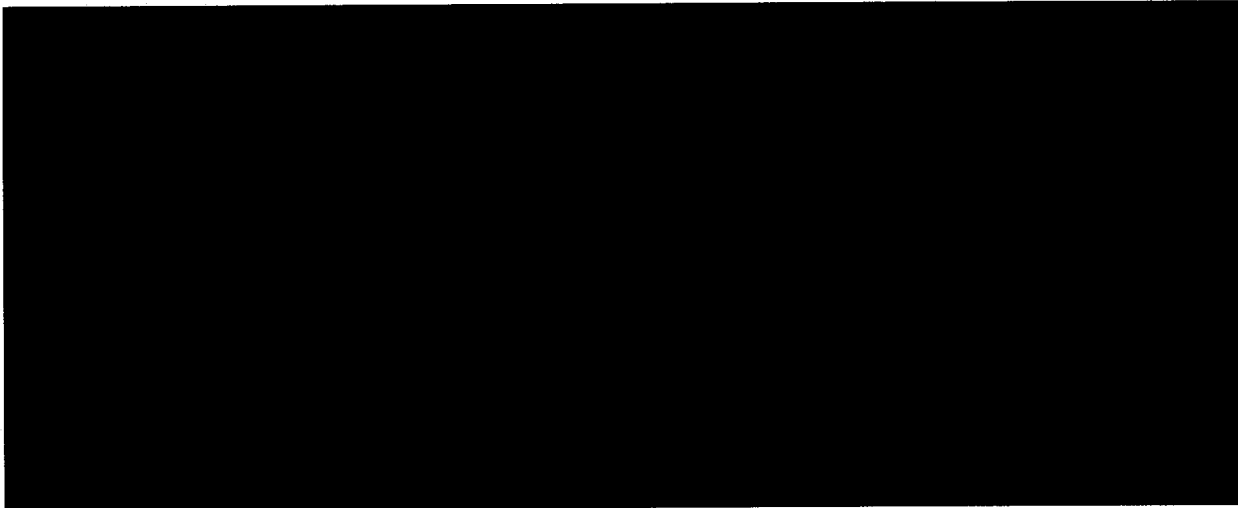
28 “Moody’s” means Moody’s Investors Service, Inc.

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

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

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

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



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

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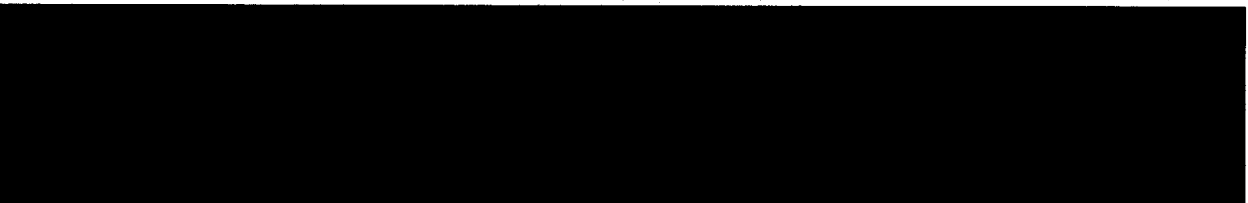


10 “Type” has the meaning specified in *Section 1.02(h)*.

11 “U.S. Person” means any Person that is a “United States Person” as defined in Section
12 7701(a)(30) of the Code.

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

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20 “Withholding Agent” means the Borrower and the Agent.

21 “Write-Down and Conversion Powers” means, with respect to any EEA Resolution
22 Authority, the write-down and conversion powers of such EEA Resolution Authority from time
23 to time under the Bail-In Legislation for the applicable EEA Member Country, which write-
24 down and conversion powers are described in the EU Bail-In Legislation Schedule.

25 Section 1.02. Rules of Interpretation.

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

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

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

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

35 (e) The words “include,” “includes” and “including” are not limiting.

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

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

17 Section 2.03. Evidence of Indebtedness and Notes.

18 (a) The Loans made by each Lender shall be evidenced by one or more
19 accounts or records maintained by such Lender and by the Agent in the ordinary course of
20 business. The accounts or records maintained by the Agent and each Lender shall be conclusive
21 absent manifest error. Any failure to so record or any error in doing so shall not, however, limit
22 or otherwise affect the obligation of the Borrower hereunder to pay any amount owing with
23 respect to its obligations hereunder. In the event of any conflict between the accounts and
24 records maintained by any Lender and the accounts and records of the Agent in respect of such
25 matters, the accounts and records of the Agent shall control in the absence of manifest error.

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

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

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

38 Section 2.04. Mandatory Payment. The Loans will mature on the Maturity Date and the
39 Borrower unconditionally promises to pay to the Agent for account of each Lender the entire

1 unpaid principal amount of such Lender's Loans Outstanding on the Maturity Date plus all
2 accrued and unpaid interest thereon and all other amounts then due hereunder.

3 Section 2.05. Interest.

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

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

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

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

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

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

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

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

31 Section 2.06. Interest Rate Conversion or Continuation Options.

32 (a) The Borrower may, subject to *Section 3.04* and *Section 3.05*, elect from
33 time to time to Convert all or any portion of any Loan to a Loan of another Type, *provided that*
34 (i) with respect to any such Conversion of all or any portion of any Eurodollar Rate Loan to a
35 Base Rate Loan, the Borrower shall give the Agent an Interest Rate Notice (or telephonic notice
36 promptly confirmed in writing) at least one (1) Business Day prior to such Conversion; (ii) in the
37 event of any Conversion of all or any portion of a Eurodollar Rate Loan into a Base Rate Loan

1 prior to the last day of the Interest Period relating to that Eurodollar Rate Loan, the Borrower
2 shall indemnify each Lender in respect of such Conversion in accordance with *Section 3.09*; (iii)
3 with respect to any such Conversion of all or any portion of a Base Rate Loan to a Eurodollar
4 Rate Loan, the Borrower shall give each Lender an Interest Rate Notice (or telephonic notice
5 promptly confirmed in writing) at least three (3) Eurodollar Business Day prior to such election;
6 and (iv) no Loan may be Converted into a Eurodollar Rate Loan when any Default has occurred
7 and is continuing. On the date on which such Conversion is being made, any Lender may take
8 such action, if any, as it deems desirable to transfer the Loan to its Domestic Lending Office or
9 its Eurodollar Lending Office, as the case may be. All or any part of Loans of any Type may be
10 Converted as specified herein; *provided* that partial Conversions shall be in an aggregate
11 principal amount of [REDACTED]^A or any larger integral multiple of [REDACTED]. Each Interest
12 Rate Notice relating to the Conversion of all or any portion of any Base Rate Loan to a
13 Eurodollar Rate Loan shall be irrevocable by the Borrower.

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

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

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

32 (e) Upon the expiration of any Interest Period, the Borrower shall be deemed
33 to have requested a new Interest Period of equal duration as the immediately preceding Interest
34 Period unless, at least three (3) Business Days prior to said expiration, the Borrower shall have
35 delivered to the Agent an Interest Rate Notice (or telephonic notice Promptly confirmed in
36 writing) specifying a new Interest Period of a different duration.

37 Section 2.07. Replacement of Lenders.

38 If (i) any Lender requests compensation under *Section 3.06* or *Section 3.07*, (ii) the
39 Borrower is required to pay any additional amount to any Lender or any Governmental Authority
40 for the account of any Lender pursuant to *Section 3.10*, (iii) any Lender is not able to make or
41 maintain its Loans as a result of any event or circumstance contemplated in *Section 3.05*, (iv)

1 Section 5.13. Prohibition of Fundamental Changes. The Borrower will not consummate
2 any transaction of merger or consolidation or amalgamation, or liquidation or dissolution;

3 [REDACTED]
4 [REDACTED]
5 [REDACTED]
6 [REDACTED]
7 [REDACTED]
8 [REDACTED]
9 [REDACTED]
10 [REDACTED]
11 The Borrower will not convey, sell, lease, transfer or otherwise dispose of, in one transaction or a
12 series of transactions, all or substantially all of its business or assets, whether now owned or
13 hereafter acquired, to any other Person unless [REDACTED] A

14 [REDACTED]
15 [REDACTED]
16 [REDACTED]
17 [REDACTED]
18 [REDACTED]
19 Section 5.14. Indebtedness. The Borrower will insure that all obligations of the
20 Borrower under this Agreement and the other Loan Documents rank and will [REDACTED] A
21 [REDACTED] in respect of priority of payment by the Borrower and priority of lien, charge or other
22 security in respect of assets of the Borrower [REDACTED] A
23 [REDACTED]
24 [REDACTED]
25 [REDACTED]

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

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

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

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

40 (iv) the replacement, extension or renewal of any Lien permitted by
41 clauses (i) through (iii) of this Section 5.15 upon or in the same property theretofore

1 subject thereto or the replacement, extension or renewal (without increase in the amount
2 or change in the direct or indirect obligor) of the indebtedness secured thereby;

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

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

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

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

27 (ix) any other Liens or security interests (other than Liens or security
28 interests described in clauses (i) through (viii) of this *Section 5.15*), if the aggregate
29 principal amount of the indebtedness secured by all such Liens and security interests
30 (without duplication) does not exceed in the aggregate [REDACTED] at any one time
31 outstanding; [REDACTED] A


32 [REDACTED]
33 [REDACTED]
34 [REDACTED]
35 Section 5.16. Employee Benefit Plans. The Borrower will not:

36 (a) engage in any non-exempt "prohibited transaction" within the meaning of
37 §406 of ERISA or §4975 of the Code which could result in a material liability for the Borrower;
38 or

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

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

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

15
16 Section 5.17.  A

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

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

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

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

5 **ARTICLE 6 - CONDITIONS PRECEDENT.**

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

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

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

16 (c) Incumbency Certificate. The Borrower shall have provided its
17 incumbency certificate to the Agent dated as of the Effective Date, signed by its duly authorized
18 officer, and giving the name and bearing a specimen signature of each individual who shall be
19 authorized: (1) to sign, in the name and on behalf of the Borrower each of the Loan Documents
20 to which it is a party, (2) to make Conversion requests and (3) to give notices and to take other
21 action on its behalf under the Loan Documents.

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

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

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

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

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

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

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

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

15 ARTICLE 7 - EVENTS OF DEFAULT, ACCELERATION, ETC.

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

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

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

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

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

37 (e) the Borrower shall default in the payment when due of any principal of or
38 any interest on any Funded Debt [REDACTED] or more, or fail to observe or perform
39 any material term, covenant or agreement contained in any agreement by which it is bound,

1 evidencing or securing Funded Debt [REDACTED]^A or more, for such
2 period of time as would permit (assuming the giving of appropriate notice or the lapse of time if
3 required) the holder or holders thereof or of any obligations issued thereunder to accelerate the
4 maturity thereof, unless such failure shall have been cured by the Borrower or effectively
5 waived by such holder or holders; or

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

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

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

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

40 (j) (i) with respect to any Guaranteed Pension Plan, (A) an ERISA
41 Reportable Event shall have occurred; (B) an application for a minimum funding waiver shall
42 have been filed; (C) a notice of intent to terminate such plan pursuant to Section 4041(a)(2) of

1 ERISA shall have been issued; (D) a lien under Section 303(k) of ERISA shall be imposed; (E)
2 the PBGC shall have instituted proceedings to terminate such plan; (F) the PBGC shall have
3 applied to have a trustee appointed to administer such plan pursuant to Section 4042 of ERISA;
4 or (G) any event or condition that constitutes grounds for the termination of, or the appointment
5 of a trustee to administer, such plan pursuant to Section 4042 of ERISA shall have occurred or
6 shall exist, *provided* that with respect to the event or condition described in Section 4042(a)(4)
7 of ERISA, the PBGC shall have notified the Borrower or any ERISA Affiliate that it has made a
8 determination that such plan should be terminated on such basis; or (ii) with respect to any
9 Multiemployer Plan, the Borrower or any ERISA Affiliate shall incur liability as a result of a
10 partial or complete withdrawal from such plan or the reorganization, insolvency or termination
11 of such plan; and, in the case of each of (i) or (ii), the Majority Lenders shall have determined in
12 their reasonable discretion that such events or conditions, individually or in the aggregate,
13 reasonably could be expected likely to result in liability of the Borrower in an aggregate amount
14 exceeding [REDACTED] ^Aor

15 [REDACTED]
16 [REDACTED]
17 [REDACTED]
18 [REDACTED]

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

34 **ARTICLE 8 - SHARING.**

35 Section 8.01. Sharing Among Lenders. If any Lender shall obtain from the Borrower
36 any payment of any principal of or interest on any Loan owing to it or payment of any other
37 amount under this Agreement or any other Loan Document through the exercise of any right of
38 set-off, banker's lien or counterclaim or similar right or otherwise (other than from the Agent as
39 provided herein and other than amounts owing to such Lender pursuant to *Sections 3.06, 3.07,*
40 *3.09, 3.10* or *Article 10*), and, as a result of such payment, such Lender shall have received a
41 greater percentage of the principal of or interest on the Loans or such other amounts then due
42 hereunder or thereunder by the Borrower to such Lender than the percentage received by any

1 other Lender, it shall promptly purchase from such other Lenders a participation in (or, if and to
2 the extent specified by such Lender, a direct interest in) the Loans or such other amounts,
3 respectively, owing to such other Lenders (or in interest due thereon, as the case may be) in such
4 amounts, and make such other adjustments from time to time as shall be equitable, to the end that
5 all the Lenders shall share the benefit of such excess payment (net of any expenses that may be
6 incurred by such Lender in obtaining or preserving such excess payment) pro rata in accordance
7 with the unpaid principal of and/or interest on the Loans or such other amounts, respectively,
8 owing to each of the Lenders; *provided* that, for the purpose of calculating any Lender's Pro Rata
9 Share of any payment hereunder, payments to each such Lender shall include any amounts set
10 off by the Borrower against such Lender pursuant to *Section 8.02*.

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

19 ARTICLE 9 - AGENT.

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

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

41 Section 9.03. Exculpatory Provisions.

1 Notice as Borrower shall last have furnished in writing to the Person giving the
2 Notice;

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

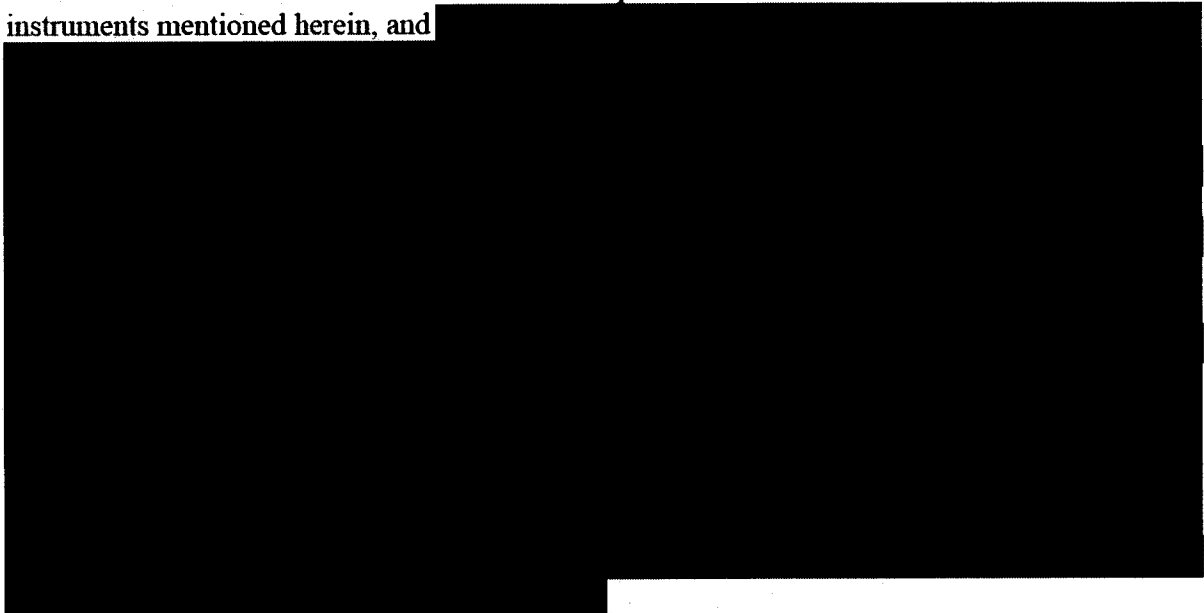
8 (iii) if to any Lender, at such Person's address set forth on Schedule I, or such other
9 address for Notice as such Person shall have last furnished in writing to the
10 Person giving the Notice.

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

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

1 time to time thereafter to ensure that the Agent has on record an effective email address for such
2 Lender) and (ii) that any Communication Notice may be sent to such email address.

3 Section 10.03. Expenses. The Borrower agrees to pay promptly following receipt of
4 written invoices describing in reasonable detail (a) the reasonable fees, expenses and
5 disbursements of the Agent's external counsel incurred in connection with the administration or
6 interpretation of the Loan Documents and other instruments mentioned herein, the negotiation of
7 this Agreement and the closing hereunder, and amendments, modifications, approvals, consents
8 or waivers hereto or hereunder, (b) the reasonable fees, expenses and disbursements of the Agent
9 in connection with the administration or interpretation of the Loan Documents and other
10 instruments mentioned herein, and



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27 Section 10.04. Indemnification. The Borrower agrees to indemnify and hold harmless
28 the Agent, the Lenders and their respective officers, affiliates, directors, employees, agents and
29 advisors (each, an "Indemnitee") from and against any and all claims, actions and suits by a third
30 party (which third party may, for these purposes, include the Agent or a Lender) (collectively,
31 "Actions"), whether groundless or otherwise, and from and against any and all liabilities, losses,
32 damages and expenses payable by any Indemnitee to any third party (which third party may, for
33 these purposes, include the Agent or a Lender) (collectively, "Liabilities") of every nature and
34 character incurred by or awarded against any such Indemnitee (including the reasonable fees and
35 expenses of counsel), in each case arising out of this Agreement or any of the other Loan
36 Documents or the transactions contemplated hereby including, without limitation, (a) any actual
37 or proposed use by the Borrower of the proceeds of the Loans, or (b) the Borrower entering into
38 or performing this Agreement or any of the other Loan Documents; *provided* that the liabilities,
39 losses, damages and expenses indemnified pursuant to this *Section 10.04* shall not include any
40 liabilities, losses, damages and expenses in respect of any taxes, levies, imposts, deductions,
41 charges or withholdings, indemnification for which is provided on the basis, and to the extent,
42 specified in *Section 3.09*; and *provided further*, that such indemnity shall not be available as to
43 any Indemnitee, to the extent that such liabilities, losses, damages and expenses arise out of the
44 gross negligence, bad faith or willful misconduct of such Indemnitee or any of its Related
45 Parties. In the event that an Indemnitee shall become subject to any Action or Liability with

1 respect to any matter for which indemnification may apply pursuant to this *Section 10.04* (an
2 "Indemnity Claim"), such Indemnitee shall give Notice of such Indemnity Claim to the Borrower
3 by telephone at (561) 694-6204 and also in accordance with the written Notice requirements in
4 *Section 10.02*. Such Indemnitee may retain counsel and conduct the defense of such Indemnity
5 Claim, as it may in its sole discretion deem proper, at the sole cost and expense of the Borrower.
6 So long as no Default shall have occurred and be continuing hereunder, no Indemnitee shall
7 compromise or settle any claim without the prior written consent of the Borrower, which consent
8 shall not unreasonably be withheld or delayed (*provided* that the Borrower shall only be
9 responsible for the reasonable fees and expenses of one counsel for all Indemnitees taken as a
10 whole unless any actual or potential conflict of interest between such Indemnitees makes it
11 inappropriate for one counsel to represent all such Indemnitees, in which event the Borrower
12 shall be responsible for the reasonable fees and expenses of one additional counsel for each
13 group of affected Indemnitees similarly situated taken as a whole). [REDACTED]

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

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

42 **Section 10.06. Assignment and Participations.**

43 (a) **Successors and Assigns Generally.** The provisions of this Agreement
44 shall be binding upon and inure to the benefit of the Parties and their respective successors and

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

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

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

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

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

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

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

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

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

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

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

31 Subject to acceptance and recording thereof by the Agent pursuant to *Section 10.06(c)*,
32 from and after the effective date specified in each Assignment and Assumption Agreement, the
33 assignee thereunder shall be a party to this Agreement and, to the extent of the interest assigned
34 by such Assignment and Assumption Agreement, shall have the rights and obligations of (as
35 applicable) a Lender under this Agreement, and the assigning Lender thereunder shall, to the
36 extent of the interest assigned by such Assignment and Assumption Agreement, be released from
37 its obligations under this Agreement (and, in the case of an Assignment and Assumption
38 Agreement covering all of the assigning Lender's rights and obligations under this Agreement,
39 such Lender shall cease to be a Party hereto) but (i) shall continue to be entitled to the benefits of
40 *Article 3, Section 9.05, Section 10.03 and Section 10.04* with respect to facts and circumstances
41 occurring prior to the effective date of such assignment, and (ii) shall continue to be obligated in
42 respect of any liabilities or obligations that expressly survive any such assignment; provided, that
43 except to the extent otherwise expressly agreed by each affected Party no assignment by a

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[Redacted]
[Redacted] as Administrative Agent and
Lender

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

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

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

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

17 IN WITNESS WHEREOF, I have hereto set my hand and official seal at
18 _____, this 30th day of March, 2016 [Redacted]

19
20
21

[Redacted]
Notary Public
My Commission Expires:

22
23
24
25
26
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28
29

By: _____
Name: _____
Title: _____

[Redacted]
NOTARY PUBLIC-STATE OF NEW YORK
No. 015C6080939
Qualified in Suffolk County
My Commission Expires September 23, 2018

**SCHEDULE I
TO TERM LOAN AGREEMENT**

LENDERS

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| | |
|---|---------------|
| [REDACTED] | \$100,000,000 |
| <p><u>Lending Office for all Loans:</u></p> <p>[REDACTED]</p> <p><u>Address for Notices:</u></p> <p>[REDACTED]</p> <p>Attn: [REDACTED]^A</p> <p>Fax: [REDACTED]</p> <p>Tel: [REDACTED]</p> <p>Email: [REDACTED]</p> | |

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

Name of Bank:

Street Address of Bank:

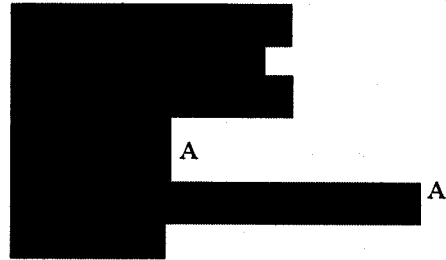
City/State/ZIP of Bank:

ABA Number of Bank:

SWIFT:

Name of Account:

Account Number at Bank:

A large black rectangular redaction covers the right side of the page, obscuring the bank details. The letters 'A' and 'A' are visible at the bottom right of the redacted area, likely indicating redaction codes.

[SIGNATURE APPEARS ON THE FOLLOWING PAGE]

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Very truly yours,

**FLORIDA POWER & LIGHT
COMPANY**

By: _____
Name:
Title:

1 **EXHIBIT B TO AGREEMENT**

2 **[Form of Note]**

3 **NOTE**

4
5
6 \$100,000,000

Dated: March [], 2016

7
8 FOR VALUE RECEIVED, the undersigned, FLORIDA POWER & LIGHT COMPANY, a
9 Florida corporation (hereinafter, together with its successors in title and assigns, called
10 "Borrower"), by this promissory note (hereinafter called "this Note"), absolutely and
11 unconditionally promises to pay to the order of [REDACTED]
12 [REDACTED] (hereinafter, together with its successors in title and permitted assigns, called the
13 "Lender"), the principal sum of ONE HUNDRED THOUSAND DOLLARS AND NO/100
14 DOLLARS (\$100,000,000), or the aggregate unpaid principal amount of the Loan evidenced by
15 this Note made by Lender to Borrower pursuant to the Agreement (as hereinafter defined),
16 whichever is less, on the Maturity Date (as defined in the Agreement), and to pay interest on the
17 principal sum outstanding hereunder from time to time from the Effective Date until the said
18 principal sum or the unpaid portion thereof shall have been paid in full.

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

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

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

34 Each payment of principal, interest or other sum payable on or in respect of this Note or the
35 indebtedness evidenced hereby shall be made by Borrower directly to Lender at Lender's office,
36 as provided in the Agreement, for the account of the Holder, not later than 2:00 p.m., New York,
37 New York time, on the due date of such payment. All payments on or in respect of this Note or
38 the indebtedness evidenced hereby shall be made without set-off or counterclaim and free and
39 clear of and without any deduction of any kind for any taxes, levies, fees, deductions
40 withholdings, restrictions or conditions of any nature, except as expressly set forth in *Section*
41 *3.10* and *Section 8.02* of the Agreement.

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

4 This Note is made and delivered by the Borrower to the Lender pursuant to that certain Term
5 Loan Agreement, dated as of March 31, 2016, by among the Borrower, the lenders party thereto,
6 and [REDACTED],^A as Administrative Agent and Lender (such
7 agreement, as originally executed, or, if varied or supplemented or amended and restated from
8 time to time hereafter, as so varied or supplemented or amended and restated, called the
9 "Agreement"). This Note evidences the obligations of Borrower (a) to repay the principal
10 amount of the Loan made by Lender to Borrower under the Agreement, (b) to pay interest, as
11 provided in the Agreement on the principal amount hereof remaining unpaid from time to time,
12 and (c) to pay other amounts which may become due and payable hereunder as provided herein
13 and in the Agreement.

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

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

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

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

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

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

3
4 **FLORIDA POWER & LIGHT**
5 **COMPANY**
6
7

8
9 By: _____
10 Paul I. Cutler
11 Treasurer
12

13
14 Signed by Florida Power and Light Company
15 by Paul. I. Cutler, its Treasurer, in the presence
16 of:
17

18 _____
19 Signature of Witness
20

21 _____
22 Print Name
23

24 Address: _____
25 _____
26 _____
27

1 **EXHIBIT C TO AGREEMENT**

2 **[Form of Interest Rate Notice]**

3
4 **INTEREST RATE NOTICE**

5 [Date]

6
7 [Redacted]
8 as Administrative Agent and Lender
9
10

11 Ladies and Gentlemen:

12 Pursuant to *Section 2.06* of that certain Term Loan Agreement, dated as of March 31, 2016 (as
13 amended or modified from time to time, the "Loan Agreement", the terms defined therein being
14 used herein as therein defined), among the undersigned, the Lenders party thereto and [Redacted]^A
15 [Redacted] as Administrative Agent and Lender, the Borrower hereby gives
16 you irrevocable notice of its request to Convert the Loan(s) and/or Interest Periods currently
17 under effect under the Loan Agreement as follows *[select from the following as applicable]*:

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

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

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29 **[SIGNATURE APPEARS ON FOLLOWING PAGE]**
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Very truly yours,

**FLORIDA POWER & LIGHT
COMPANY**

By: _____
Name:
Title:

EXHIBIT D TO AGREEMENT

Form of Borrower's Certificate

* * *

**CERTIFICATE OF
FLORIDA POWER & LIGHT COMPANY**

March 31, 2016

This Certificate is given pursuant to that certain Term Loan Agreement between Florida Power & Light Company (the "Borrower") the Lenders party thereto and ██████████^A ██████████^A as Administrative Agent (the "Agent") and Lender, dated as of March 31, 2016 (the "Loan Agreement"). Each initially capitalized term which is used and not otherwise defined in this Certificate shall have the meaning specified for such term in the Loan Agreement. This Certificate is delivered in satisfaction of the conditions precedent set forth in *Section 6.01* of the Loan Agreement.

1. The Borrower hereby provides notice to the Agent that March 31, 2016 is hereby deemed to be the Effective Date.
2. The Borrower hereby certifies to the Agent that as of the Effective Date, except in respect of the matters described in Schedule 4.04 of the Loan Agreement, there has been no material adverse change in the business or financial condition of any of the Borrower or any of its Subsidiaries taken as a whole from that set forth in the financial statements included in the Borrower's annual report on Form 10-K referred to in *Section 4.04* of the Loan Agreement. This representation and warranty is made only as of the Effective Date and shall not be deemed made or remade on or as of any subsequent date notwithstanding anything contained in the Loan Agreement, the other Loan Documents or in any document or instrument delivered pursuant to or in connection with the Loan Agreement.
3. The Borrower hereby further certifies that as of the Effective Date, the representations and warranties of the Borrower contained in the Loan Agreement are true and correct in all material respects (except to the extent that such representations and warranties expressly relate to an earlier date) and there exists no Default.

[SIGNATURE APPEARS ON THE NEXT PAGE]

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

3
4 **FLORIDA POWER & LIGHT**
5 **COMPANY**

6
7
8 By: _____
9 Paul I. Cutler
10 Treasurer

EXHIBIT E TO AGREEMENT


[Form of Opinion of Borrower's Counsel]

March 31, 2016


as Administrative Agent and Lender

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

Ladies and Gentlemen:

This opinion is furnished to you pursuant to Section 6.01(e) of that certain Term Loan Agreement, dated as of March 31, 2016 (the "**Agreement**"), between Florida Power & Light Company, a Florida corporation ("**Borrower**"), the Lenders party thereto from time to time, and ^A as Administrative Agent (the "**Agent**") and as Lender. This opinion is furnished to you at the request of Borrower. Capitalized terms defined in the Agreement and not otherwise defined herein have the meanings set forth therein.

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

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

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SCHEDULE I

TO

OPINION OF SQUIRE PATTON BOGGS (US) LLP

List of Operative Documents

- (a) Term Loan Agreement, dated as of March 31, 2016 (the "Agreement"), by and among Borrower, the lenders party thereto from time to time, and [REDACTED] A [REDACTED]^A, as Administrative Agent and Lender.
- (b) Borrower's Certificate, dated as of March 31, 2016.

EXHIBIT F-1
U.S. TAX COMPLIANCE CERTIFICATE

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

Reference is hereby made to that certain Term Loan Agreement, dated as of March 31, 2016 (the "Loan Agreement"), between Florida Power & Light Company (as the "Borrower"), the Lenders party thereto and [REDACTED], as Administrative Agent and Lender (the "Agent").

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

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

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

[NAME OF LENDER]

By: _____
Name:
Title:

Date: _____, 20[]

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EXHIBIT F-2
U.S. TAX COMPLIANCE CERTIFICATE

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

Reference is hereby made to that certain Term Loan Agreement, dated as of March 31, 2016 (the "**Loan Agreement**"), between Florida Power & Light Company (as the "**Borrower**"), the Lenders party thereto and ██████████^A, as Administrative Agent and Lender (the "**Agent**").

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

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

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

[NAME OF PARTICIPANT]

By: _____
Name:
Title:

Date: _____, 20[]

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EXHIBIT F-3
U.S. TAX COMPLIANCE CERTIFICATE

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

Reference is hereby made to that certain Term Loan Agreement, dated as of March 31, 2016 (the "Loan Agreement"), between Florida Power & Light Company (as the "Borrower"), the Lenders party thereto and [REDACTED], as Administrative Agent and Lender (the "Agent").

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

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

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

[NAME OF PARTICIPANT]

By: _____

Name:

Title:

Date: _____, 20[]

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EXHIBIT F-4
U.S. TAX COMPLIANCE CERTIFICATE

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

Reference is hereby made to that certain Term Loan Agreement, dated as of March 31, 2016 (the "Loan Agreement"), between Florida Power & Light Company (as the "Borrower"), the Lenders party thereto and [REDACTED], as Administrative Agent and Lender (the "Agent").

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

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

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

[NAME OF LENDER]

By: _____
Name:
Title:
Date: _____, 20[]

EXHIBIT G

FORM OF ASSIGNMENT AND ASSUMPTION AGREEMENT

* * *

ASSIGNMENT AND ASSUMPTION AGREEMENT

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

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

1. **Assignor:** _____
2. **Assignee:** _____ [*and is an affiliate of Assignor*] [*and is a Lender*] [*and is an affiliate of a Lender*]¹
3. **Borrower:** Florida Power & Light Company
4. **Administrative Agent:** _____ as administrative agent under the Loan Agreement
5. **Loan Agreement:** Term Loan Agreement, dated as of March 31, 2016, among the Borrower, the lenders party thereto from time to time, and the Administrative Agent

¹ Select as applicable.

1 [Consented to and]³ Accepted:

2 [REDACTED]
3 as Administrative Agent

4
5
6 By: _____
7 Name:
8 Title:

9
10 [Consented to:
11 FLORIDA POWER & LIGHT COMPANY

12
13 By: _____
14 Name:
15 Title:]⁴

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

1 **AMENDMENT NO. 1 TO TERM LOAN AGREEMENT**
2 **(Conversion to Revolver)**
3

4 This **AMENDMENT NO. 1 TO TERM LOAN AGREEMENT (CONVERSION TO**
5 **REVOLVER)**, dated as of August 26, 2016 (this “**Amendment**”) to the Agreement (as defined
6 below), is entered into by and among **FLORIDA POWER & LIGHT COMPANY**, a Florida
7 corporation (the “**Borrower**”) and [REDACTED],^A as
8 Lender (the “**Lender**”) and as Administrative Agent (the “**Agent**”).
9

10 **WITNESSETH:**

11 **WHEREAS**, the Borrower, the Lender, the other lenders party thereto, and the Agent are
12 parties that certain Term Loan Agreement, dated as of March 31, 2016 (together with Schedules
13 and Exhibits thereto, and as modified, amended, supplemented, extended, renewed and/or
14 replaced from time to time, the “**Agreement**”), pursuant to which the Lender made available to
15 the Borrower a One Hundred Million Dollar (\$100,000,000) term loan facility (the “**Term Loan**
16 **Facility**”); and

17 **WHEREAS**, the Borrower has requested certain amendments to the Agreement,
18 including to convert the Term Loan Facility into a commitment of the Lender to make revolving
19 credit loans available to the Borrower from time to time, and the Lender and the Agent have
20 agreed to make such amendments on the terms and conditions set forth herein;

21 **NOW, THEREFORE**, in consideration of the foregoing premises and the mutual
22 covenants and agreements set forth herein, the receipt and sufficiency of which are hereby
23 acknowledged, the Borrower, the Agent and the Lender hereby agree as follows:
24

25 **AGREEMENT:**

26
27 **1. Definitions.** Capitalized terms used in this Amendment, including the recitals hereto,
28 and not otherwise defined herein have the meanings given such terms in the Agreement. In
29 addition, “**hereof**”, “**herein**”, “**hereto**”, “**hereunder**” or similar expressions mean this
30 Amendment, the recitals and any schedules hereto, as amended, supplemented, restated and
31 replaced from time to time.

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


33
34 §2.1 The following new defined terms shall be inserted in proper alphabetical order in Section
35 1.01 of the Agreement:

36 “Amendment Effective Date” shall mean August 26, 2016.

1 “Commitment” shall mean, when used with reference to any Lender at the time any
2 determination thereof is to be made, the obligation of such Lender to make Loans
3 pursuant to Section 2.01, or, where the context so requires, the amount of such obligation
4 which is set forth on Schedule I opposite such Lender’s name as its Commitment, in each
5 case as the same may be reduced from time to time in accordance with the terms of this
6 Agreement.

7 “Commitments” shall mean the aggregate Commitments of the several Lenders.

8 “Commitment Fee” has the meaning given such term in Section 2.09.

9 
10 “Commitment Termination Date” shall mean the earlier of (a) March 30, 2017 and (b) the
11 date of termination in whole of the Commitments pursuant to Section 2.08 or Article 7.

12 §2.2 The following defined terms in Section 1.01 of the Agreement shall be amended in their
13 entirety to read as follows:

14 “Lenders” means each of the lending institutions listed on Schedule I so long as such
15 Lender has a Commitment or any Outstanding Loan hereunder and any other Person who
16 becomes an assignee of any rights and obligations of a Lender pursuant to Section 10.06.

17 “Maturity Date” shall mean the Commitment Termination Date.

18 “Standard & Poor’s” means S&P Global Ratings.

19 §2.3 The defined term “Excluded Taxes” in Section 1.01 of the Agreement shall be amended
20 by deleting the reference to Section 2.07 and substituting therefor “Section 2.10”.

21 §2.4 **Article 2** of the Agreement is hereby amended to read in its entirety as follows:
22
23

ARTICLE 2

LOANS

24 **Section 2.01 Commitments to Lend.** As of the Amendment Effective Date, each Lender
25 severally agrees, on the terms of this Agreement (including Section 6.02), to (i) convert all of its
26 Outstanding Loans to revolving credit loans, and (ii) thereafter to make Loans in Dollars to the
27 Borrower for a period commencing on the Amendment Effective Date and terminating on the
28 Commitment Termination Date, in an aggregate amount Outstanding at any one time not to
29 exceed such Lender’s Commitment. Within the limits of the Commitment of each Lender, the
30 Borrower may borrow under this Section 2.01, prepay pursuant to Section 2.02(d) and re-borrow
31 under this Section 2.01.

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

- 2 (a) The Borrower shall give a Borrowing Notice in substantially the form of Exhibit A (or
3 telephonic notice, promptly confirmed in writing) to the Agent prior to 11:00 a.m., New
4 York, New York time (i) on the proposed Borrowing Date in the case of a Base Rate
5 Loan and (ii) at least three (3) Eurodollar Business Days prior to the proposed Borrowing
6 Date in the case of a Eurodollar Rate Loan, specifying (A) the Borrowing Date (which
7 shall be a Business Day), (B) whether the requested Borrowing is of a Base Rate Loan or
8 a Eurodollar Rate Loan, or any combination thereof as permitted under the terms of this
9 Section 2.02, and the amount of each, and (C) in the case of each Eurodollar Rate Loan,
10 the initial Interest Period applicable thereto.
- 11 (b) The Agent shall give written or telephonic notice (confirmed in writing) to each of the
12 Lenders promptly upon receipt of the Borrowing Notice.
- 13 (c) Each of the Lenders shall, not later than noon, New York, New York time, on each
14 Borrowing Date hereunder, make Immediately Available Funds in Dollars in the amount
15 of such Lender's Loan available to the Agent at the office of the Agent, at its address set
16 forth on Schedule I. After the Agent's receipt of such funds and upon fulfillment of the
17 applicable conditions set forth in Section 6.02, the Agent will make such funds available
18 to the Borrower by crediting the Borrower's general deposit account with the Agent.
- 19 (d) The Borrower shall have the right, at any time and from time to time, to repay the Loans
20 in whole or in part, without penalty or premium, (i) upon not less than (i) three (3)
21 Business Days prior Notice (or telephonic notice promptly confirmed in writing) given to
22 the Agent not later than 11:00 A.M. (New York City time), in the case of Eurodollar Rate
23 Loans and (ii) same day written notice (or telephonic notice promptly confirmed in
24 writing) to the Agent not later than 11:00 A.M. (New York City time) in the case of Base
25 Rate Loans; *provided* that (i) each prepayment shall be in the principal amount of
26 [REDACTED]^A or any larger integral multiple of [REDACTED]^B, or equal to the remaining
27 principal balance outstanding under such Loan and (ii) in the event that the Borrower
28 shall prepay any portion of any Eurodollar Rate Loan prior to the last day of the Interest
29 Period relating thereto, the Borrower shall indemnify each of the Lenders in respect of
30 such repayment in accordance with Section 3.09.
- 31 (e) Any notice delivered or given by the Borrower to the Agent as provided in this
32 Section 2.02 shall be irrevocable and binding upon the Borrower upon receipt by the
33 Agent. Each Borrowing shall be in the principal amount of [REDACTED]
34 [REDACTED] or any larger integral multiple of [REDACTED]
- 35 (f) Unless the Agent shall have received notice from a Lender prior to the time of any
36 Borrowing that such Lender will not make available to the Agent such Lender's ratable
37 portion of such Borrowing, the Agent may assume that such Lender has made such
38 portion available to the Agent on the date of such Borrowing in accordance with
39 Section 2.02(a) and the Agent may, in reliance upon such assumption, make available to
40 the Borrower on such date a corresponding amount. If and to the extent that such Lender

1 **Section 2.05 Interest.**

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

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

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

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

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

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

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

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

29 **Section 2.06 Interest Rate Conversion and Continuation Options.**

30 (a) The Borrower may, subject to *Section 2.07(c)*, *Section 3.04*, and *Section 3.05*, elect from
31 time to time to Convert all or any portion of any Loan to a Loan of another Type,
32 *provided* that (i) with respect to any such Conversion of all or any portion of any
33 Eurodollar Rate Loan to a Base Rate Loan, the Borrower shall give the Agent an Interest
34 Rate Notice (or telephonic notice promptly confirmed in writing) at least one (1)
35 Business Day prior to such Conversion; (ii) in the event of any Conversion of all or any
36 portion of a Eurodollar Rate Loan into a Base Rate Loan prior to the last day of the
37 Interest Period relating to the Eurodollar Rate Loan, the Borrower shall indemnify each

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

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

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

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

36 (e) Upon the expiration of any Interest Period, the Borrower shall be deemed to have
37 requested a new Interest Period of equal duration as the immediately preceding Interest
38 Period, unless, at least three (3) Business Days prior to said expiration, the Borrower
39 shall have delivered to the Agent an Interest Rate Notice (or telephonic notice promptly
40 confirmed in writing) specifying a new Interest Period of a different duration.

41 **Section 2.07 Computation of Interest and Fees.**

1 (a) The Agent shall give prompt Notice to the Borrower of the applicable interest rate
2 determined by the Agent for the purpose of determining the interest rate under Section
3 2.05(a)(i).

4 (b) On the date on which the aggregate unpaid principal amount of Eurodollar Rate Loans
5 comprising any Borrowing shall be reduced, by payment or prepayment or otherwise, to
6 less than [REDACTED] such Loans shall automatically Convert into
7 Base Rate Loans.

8 (c) Upon the occurrence and during the continuance of any Event of Default (i) each
9 Eurodollar Rate Loan will automatically, on the last day of the existing Interest Period
10 therefor, Convert into a Base Rate Loan and (ii) the obligation of the Lenders to make, or
11 to Convert Loans into, Eurodollar Rate Loans shall be suspended.

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

20 **Section 2.09 Commitment Fee.** Borrower agrees to pay to the Agent for the account of each
21 Lender a per annum Commitment Fee (the "**Commitment Fee**") for the period from and
22 including the Amendment Effective Date to but not including the earlier of the date such
23 Lender's Commitment is terminated and the Maturity Date, equal to the Commitment Fee Rate
24 multiplied by the daily average unused amount of such Lender's Commitment for such period.
25 The Commitment Fee shall be payable to the Agent for the account of each Lender (a) quarterly
26 in arrears on the last day of each March, June, September and December, commencing on
27 September 30, 2016, and (b) on the earlier of (i) the date the Commitments are terminated in full
28 and (ii) the Maturity Date.

29 **Section 2.10 Replacement of Lenders.** If (i) any Lender requests compensation under Section
30 3.06 or Section 3.07, (ii) the Borrower is required to pay any additional amount to any Lender or
31 any Governmental Authority for the account of any Lender pursuant to Section 3.10, (iii) any
32 Lender is not able to make or maintain its Loans as a result of any event or circumstance
33 contemplated in Section 3.05, (iv) any Lender is a Defaulting Lender, or (v) any Lender fails to
34 consent to an election, consent, amendment, waiver or other modification to this Agreement or
35 any other Loan Document that requires consent of a greater percentage of the Lenders than the
36 Majority Lenders, and such election, consent, amendment, waiver or other modification is
37 otherwise consented to by the Majority Lenders, then the Borrower may, at its sole expense and
38 effort, upon Notice to such Lender and the Agent, require such Lender to assign and delegate,
39 without recourse (in accordance with and subject to the restrictions contained in, and consents
40 required by, Section 10.06), all of its interests, rights and obligations under this Agreement and

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

FLORIDA POWER & LIGHT
COMPANY, as the Borrower

By: 

Aldo Portales
Assistant Treasurer

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[Redacted]

as Administrative Agent and as a Lender

By: [Redacted]

Name: [Redacted] A
Title: [Redacted] A

By: [Redacted] A

Name: [Redacted] A
Title: [Redacted] A

[Redacted]

[Redacted]
Notary Public, State of New York
01PO6139097
Qualified in Nassau County
Certified in New York County
Commission Expires Dec. 18, 2017

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**SCHEDULE I
TO TERM LOAN AGREEMENT**

LENDERS

| Lender | Commitment |
|--|-------------------|
| 4 5 6 7 8 9 10 11 12 13 14 15 [REDACTED] A <u>Lending Office for all Loans:</u> [REDACTED] <u>Address for Notices:</u> [REDACTED] Attn: [REDACTED] A Fax: [REDACTED] A Tel: [REDACTED] A Email: [REDACTED] A | \$100,000,000 |

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EXHIBIT A TO AGREEMENT

[Form of Borrowing Notice]

BORROWING NOTICE

[Date]

Attn: [REDACTED]^A

Fax: [REDACTED]^A

Tel: [REDACTED]^A

Email: [REDACTED]

Ladies and Gentlemen:

The undersigned, Florida Power & Light Company, a Florida corporation (“**Borrower**”), refers to the Term Loan Agreement, dated as of March 31, 2016, as amended by Amendment No. 1 to Term Loan Agreement (Conversion to Revolver), dated as of [•], 2016 (as heretofore and as further amended or modified from time to time, the “**Agreement**”, the terms defined therein being used herein as therein defined), between Borrower, the Lenders that are parties thereto, and [REDACTED]^A as Administrative Agent, and hereby gives you notice, irrevocably, pursuant to Section 2.02 of the Agreement that the undersigned hereby requests a Borrowing of a Loan under the Agreement, and in that connection sets forth below the information relating to such Borrowing (the “**Proposed Borrowing**”) as required by Section 2.02(a) of the Agreement:

- (A) The Business Day of the Proposed Borrowing is _____, 201__.
- (B) The Type of Loans comprising the Proposed Borrowing are [Base Rate Loans] [Eurodollar Rate Loans].
- (C) The aggregate amount of the Proposed Borrowing is US\$ _____.
- (D) The initial Interest Period for each Eurodollar Rate Loan made as part of the Proposed Borrowing is ____ month[s]. The last day of such Interest Period is _____, _____.

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

- (A) No Default shall have occurred and be continuing or will occur upon the making of the Loan on such Borrowing Date, and

1 ANNEX A

2 FORM OF

3 LEGAL OPINION OF SQUIRE PATTON BOGGS (US) LLP

4
5
6 August 26, 2016

7
8 [REDACTED]
9 as Administrative Agent and Lender

10 [REDACTED]
11 [REDACTED]
12 [REDACTED]
13 Attn: [REDACTED] A
14 Fax: [REDACTED] A
15 Tel: [REDACTED] A
16 Email: [REDACTED] A
17
18
19

20 Re: Amendment to Term Loan Agreement, dated as of August 26, 2016 (the
21 "Amendment"), by and among Florida Power & Light Company (the "Borrower") and
22 [REDACTED] as Lender (the "Lender") and as Administrative
23 Agent (the "Agent")

24 Ladies and Gentlemen:

25 This opinion is furnished to you pursuant to *Section 4.4* of the Amendment, which
26 amends that certain Term Loan Agreement, dated as of March 31, 2016 (the "Agreement"),
27 among the Borrower, the Lender, the other lenders party thereto, and the Agent. This opinion is
28 furnished to you at the request of the Borrower. Capitalized terms defined in the Agreement, as
29 amended by the Amendment, and not otherwise defined herein have the meanings set forth
30 therein.

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

33 We have made such examinations of the federal law of the United States and of the laws
34 of the State of Florida and the State of New York as we have deemed relevant for purposes of
35 this opinion, and solely for the purposes of the opinions in paragraph 6, the Public Utility
36 Holding Company Act of 2005 and the Federal Power Act (the Public Utility Holding Company
37 Act of 2005 and the Federal Power Act and the rules and regulations issued thereunder being
38 referred to herein as the "Applicable Energy Laws"), and have not made any independent
39 review of the law of any other state or other jurisdiction: *provided however* we have made no
40 investigation as to, and we express no opinion with respect to, any federal securities laws or the

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REVOLVING CREDIT AGREEMENT
\$150,000,000 REVOLVING CREDIT FACILITY

BETWEEN

FLORIDA POWER & LIGHT COMPANY, AS BORROWER

AND

[REDACTED],
AS LENDER AND ADMINISTRATIVE AGENT

DATED AS OF SEPTEMBER 27, 2016

1 **REVOLVING CREDIT AGREEMENT**

2
3 This **REVOLVING CREDIT AGREEMENT**, dated as of September 27, 2016, is by
4 and among **FLORIDA POWER & LIGHT COMPANY**, a Florida corporation (the
5 "Borrower"), the lending institutions from time to time listed on Schedule I hereto (the "Lender"
6 or "Lenders"), and [REDACTED] acting in its capacity as
7 Administrative Agent for the Lenders (together with its successors and assigns in such capacity,
8 the "Agent") (the Borrower, the Lenders and the Agent are hereinafter sometimes referred to
9 collectively as the "Parties" and individually as a "Party").

10
11 **W I T N E S S E T H:**

12
13 **WHEREAS**, the Borrower has requested that the Lenders agree to make available to the
14 Borrower a One Hundred and Fifty Million United States Dollars (US\$150,000,000) Revolving
15 Credit facility; and

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

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

20 **ARTICLE 1 - DEFINITIONS AND RULES OF INTERPRETATION.**

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

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

24 "Affected Lender" has the meaning specified in *Section 2.07(b)*.

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

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

27 "Agreement" means this Revolving Credit Agreement, including the Schedules and
28 Exhibits hereto.

29 "Anti-Terrorism Law" means any Requirement of Law related to money laundering or
30 financing terrorism including the Uniting and Strengthening America by Providing Appropriate
31 Tools Required to Intercept and Obstruct Terrorism Act of 2001 (Title III of Pub. L. 107-56) (the
32 "USA PATRIOT Act"), The Currency and Foreign Transactions Reporting Act (31 U.S.C. §§
33 5311-5330 and 12 U.S.C. §§ 1818(s), 1820(b) and 1951-1959) (also known as the "Bank Secrecy
34 Act"), the Trading With the Enemy Act (50 U.S.C. § 1 et seq.) and Executive Order 13224
35 (effective September 24, 2001).

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

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

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

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

11 [REDACTED]
12 [REDACTED]
13 [REDACTED]
14 [REDACTED]
15 [REDACTED]
16 [REDACTED]

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

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

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

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

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

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

29 “Change in Law” means the occurrence, after the Effective Date, of any of the following:
30 (a) the adoption or taking effect of any law, rule, regulation or treaty, (b) any change in any law,
31 rule, regulation or treaty or in the administration, interpretation, implementation or application
32 thereof by any Governmental Authority or (c) the making or issuance of any request, rule,
33 guideline or directive (whether or not having the force of law) by any Governmental Authority;
34 *provided* that notwithstanding anything herein to the contrary, for the purposes of the increased
35 cost provisions in *Section 3.06* or *Section 3.07*, any changes with respect to capital adequacy or
36 liquidity which result from (i) all requests, rules, guidelines or directives under or issued in
37 connection with the Dodd-Frank Wall Street Reform and Consumer Protection Act (the

1 “Dodd-Frank Act”) and (ii) all requests, rules, guidelines or directives promulgated by the Bank
2 for International Settlements, the Basel Committee on Banking Supervision (or any successor or
3 similar authority) or the United States of America or foreign regulatory authorities, in each case
4 pursuant to “Basel III” (meaning the comprehensive set of reform measures developed (and
5 designated as “Basel III” in September 2010) by the Basel Committee on Banking Supervision,
6 to strengthen the regulation, supervision and risk management of the banking sector), shall in
7 each case be deemed to be a “Change in Law” as to which the affected Lender is entitled to
8 compensation to the extent such request, rule, guideline or directive is either (1) enacted,
9 adopted or issued after the Effective Date (but regardless of the date the applicable provision of
10 the Dodd-Frank Act or Basel III to which such request, rule, guideline or directive relates was
11 enacted, adopted or issued) or (2) enacted, adopted or issued prior to the Effective Date but either
12 (A) does not require compliance therewith, or (B) which is not fully implemented until after the
13 Effective Date and which entails increased cost related thereto that cannot be reasonably
14 determined as of the Effective Date.

15 [REDACTED]

16 [REDACTED]
17 [REDACTED]
18 [REDACTED]

19 [REDACTED]
20 [REDACTED]
21 [REDACTED]
22 [REDACTED]
23 [REDACTED]
24 [REDACTED]
25 [REDACTED]
26 [REDACTED]

27 [REDACTED]
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31 [REDACTED]
32 [REDACTED]
33 [REDACTED]
34 [REDACTED]

35 [REDACTED]
36 [REDACTED]
37 [REDACTED]
38 [REDACTED]
39 [REDACTED]
40 [REDACTED]
41 [REDACTED]
42 [REDACTED]

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6 “Code” means the Internal Revenue Code of 1986, as amended from time to time, and the
7 regulations promulgated and rulings issued thereunder.

8 “Commitment” means, when used with reference to any Lender at the time any
9 determination thereof is to be made, the obligation of such Lender to make Loans pursuant to
10 Section 2.01, or, where the context so requires, the amount of such obligation which is set forth
11 on Schedule I opposite such Lender’s name as its Commitment, in each case as the same may be
12 reduced from time to time in accordance with the terms of this Agreement.

13 “Commitments” means the aggregate Commitments of the several Lenders.

14 “Commitment Fee” has the meaning given such term in *Section 2.09*.

15
16 “Commitment Termination Date” means the earlier of (a) September 27, 2019, and (b)
17 the date of termination in whole of the Commitments pursuant to Section 2.08 or Article 7.

18 “Communications” has the meaning specified in *Section 10.02(b)*.

19 “Communications Notice” has the meaning specified in *Section 10.02(c)*.

20 “Conversion” or “Convert” means a conversion of all or part of any Loan of one Type
21 into a Loan of another Type pursuant to *Section 2.06* hereof (including any such conversion
22 made as a result of the operation of any other provision hereof).

23 “Conversion Date” means the date on which all or any portion of any Loan is Converted
24 or continued in accordance with *Section 2.06*.

25 “date of this Agreement” and “date hereof” means September 27, 2016.

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

30 “Defaulting Lender” means, subject to *Section 3.11(b)*, any Lender that (a) fails to (i)
31 fund all or any portion of its Loans within two (2) Business Days of the date such Loans were
32 required to be funded hereunder unless such Lender notifies the Agent and the Borrower in
33 writing that such failure is the result of such Lender’s determination that one or more conditions
34 precedent to funding (each of which conditions precedent, together with any applicable default,
35 shall be specifically identified in such writing) has not been satisfied, or (ii) pay to the Agent, or

1 “Effective Date” means the date on which all of the conditions precedent set forth in
2 *Section 6.01* have been satisfied or waived, which is September 27, 2016.

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

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



30 “ERISA” means the Employee Retirement Income Security Act of 1974, as amended,
31 and the regulations promulgated thereunder.

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

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

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

39 “Eurocurrency Reserve Rate” means, for any Interest Period for any Eurodollar Rate
40 Loan, the average maximum rate at which reserves (including, without limitation, any marginal,

1 supplemental or emergency reserves) are required to be maintained during such Interest Period
2 under Regulation D by member banks of the Federal Reserve System in New York City with
3 deposits against "Eurocurrency liabilities" (as such term is used in Regulation D) in effect two
4 (2) Eurodollar Business Days before the first day of such Interest Period. Without limiting the
5 effect of the foregoing, the Eurocurrency Reserve Rate shall include any other reserves required
6 to be maintained by such member banks by reason of any Regulatory Change with respect to (i)
7 any category of liabilities that includes deposits by reference to which the Eurodollar Rate is to
8 be determined as provided in the definition of "Eurodollar Rate" in this *Section 1.01* or (ii) any
9 category of extensions of credit or other assets that includes Eurodollar Rate Loans.

10 "Eurodollar Business Day" means any Business Day on which commercial banks are
11 open for international business (including dealings in Dollar deposits) in London.

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

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

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

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

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

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

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

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

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

16 "Federal Funds Rate" means, for any day, a fluctuating interest rate per annum equal for
17 each day during such period to the rate published for such day (or, if such day is not a Business
18 Day, for the next preceding Business Day) by the Federal Reserve Bank of New York for
19 overnight Federal funds transactions with members of the Federal Reserve System, or, if such
20 rate is not so published for any day that is a Business Day, the quotation for such day on such
21 transactions received by the Agent from a Federal funds broker of recognized standing selected
22 by it; *provided* that if the Federal Funds Rate shall be less than zero, such rate shall be deemed to
23 be zero for the purposes of this Agreement.

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

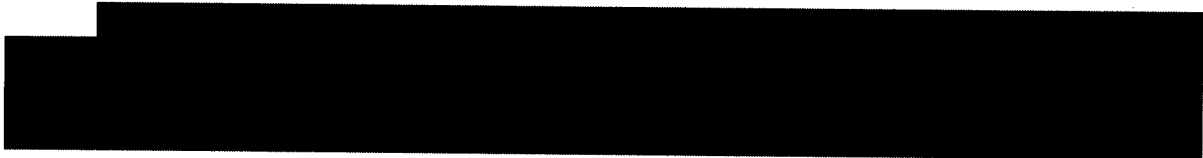
25 "First Mortgage" means Borrower's Mortgage and Deed of Trust, dated as of January 1,
26 1944, as supplemented and amended from time to time.

27 "Fitch" means Fitch Ratings.

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

29 "FPSC Financing Order" means the Final Order Granting the Borrower Approval for
30 Authority to Issue and Sell Securities issued by the Florida Public Service Commission on
31 November 4, 2015, as Order No. PSC-15-0524-FOF-EI, and each successive order of the Florida
32 Public Service Commission granting authority to the Borrower to issue and sell securities, as
33 applicable.

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**Term Loan #5:
September 2016 Revolving
Credit Agreement
(Exhibit 1 (m))
Page 15 of 102
IS CONFIDENTIAL IN
ITS ENTIRETY**

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

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

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

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

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

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

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

24 “Initial Lenders” means those Lenders listed on *Schedule I* as of the Effective Date.

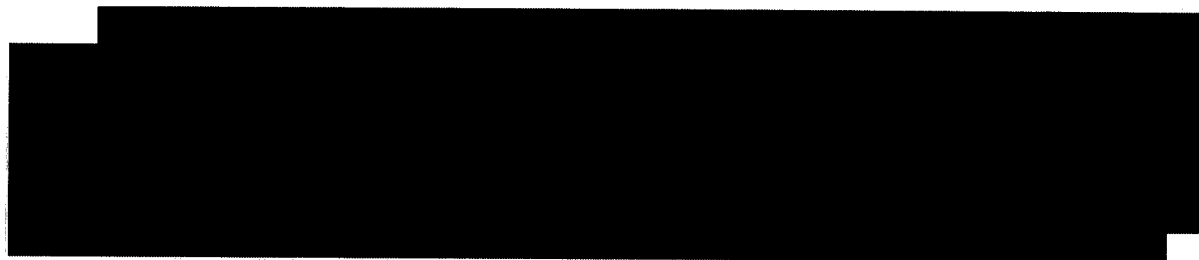
25 “Insolvency Proceeding” means, with respect to any Person, (a) any case, action or
26 proceeding with respect to such Person before any competent court or other Governmental
27 Authority relating to bankruptcy, reorganization, insolvency, liquidation, receivership,
28 dissolution, administrative receivership,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

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

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

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

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

16 “Maturity Date” means the Commitment Termination Date.

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

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

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

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

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

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

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

31 “One Month LIBOR” means the ICE Benchmark Administration Settlement Rate
32 applicable to Dollars for a period of one (1) month (for the avoidance of doubt, One Month
33 LIBOR for any day shall be based on the rate appearing on Reuters LIBOR01 Page (or other
34 commercially available source providing such quotations as designated by the Agent from time
35 to time) at approximately 11:00 a.m London time two (2) Business Days prior to such day);

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

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

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

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

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

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

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

25 “Standard & Poor’s” means S&P Global Ratings.

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

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

[REDACTED]

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

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

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

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8 “Withholding Agent” means the Borrower and the Agent.

9 “Write-Down and Conversion Powers” means, with respect to any EEA Resolution
10 Authority, the write-down and conversion powers of such EEA Resolution Authority from time
11 to time under the Bail-In Legislation for the applicable EEA Member Country, which write-
12 down and conversion powers are described in the EU Bail-In Legislation Schedule.

13 Section 1.02. Rules of Interpretation.

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

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

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

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

23 (e) The words “include,” “includes” and “including” are not limiting.

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

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

30 (h) Loans hereunder are distinguished by “Type”. The Type of a Loan refers
31 to whether the Loan is a Base Rate Loan or a Eurodollar Rate Loan, each of which constitutes a
32 Type.

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

1 (d) Any notice delivered or given by the Borrower to the Agent as provided in
2 this *Section 2.02* shall be irrevocable and binding upon the Borrower upon receipt by the Agent.
3 Each Borrowing shall be in the principal amount of [REDACTED] or any
4 integral multiple of [REDACTED] in excess thereof. In no event shall the
5 Borrower select Interest Periods and Types of Loans which would have the result that there shall
6 be more than [ten (10)]1 different Interest Periods for Loans outstanding at the same time (for
7 which purpose Interest Periods for Loans of different Types shall be deemed to be different
8 Interest Periods even if the Interest Periods begin and end on the same dates).

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

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

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

37 **Section 2.03. Evidence of Indebtedness and Note.**

38 (a) The Loans made by each Lender shall be evidenced by one or more
39 accounts or records maintained by such Lender and by the Agent in the ordinary course of
40 business. The accounts or records maintained by the Agent and each Lender shall be conclusive

1 absent manifest error. Any failure to so record or any error in doing so shall not, however, limit
2 or otherwise affect the obligation of the Borrower hereunder to pay any amount owing with
3 respect to its obligations hereunder. In the event of any conflict between the accounts and
4 records maintained by any Lender and the accounts and records of the Agent in respect of such
5 matters, the accounts and records of the Agent shall control in the absence of manifest error.

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

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

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

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

22 Section 2.05. Interest.

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

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

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

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

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

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

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

10 **Section 2.06. Interest Rate Conversion or Continuation Options.**

11 (a) The Borrower may, subject to *Section 2.07*, *Section 3.04* and *Section 3.05*,
12 elect from time to time to Convert all or any portion of any Loan to a Loan of another Type,
13 *provided* that (i) with respect to any such Conversion of all or any portion of any Eurodollar Rate
14 Loan to a Base Rate Loan, the Borrower shall give the Agent an Interest Rate Notice (or
15 telephonic notice promptly confirmed in writing) at least one (1) Business Day prior to such
16 Conversion; (ii) in the event of any Conversion of all or any portion of a Eurodollar Rate Loan
17 into a Base Rate Loan prior to the last day of the Interest Period relating to that Eurodollar Rate
18 Loan, the Borrower shall indemnify each Lender in respect of such Conversion in accordance
19 with *Section 3.09*; (iii) with respect to any such Conversion of all or any portion of a Base Rate
20 Loan to a Eurodollar Rate Loan, the Borrower shall give the Agent an Interest Rate Notice (or
21 telephonic notice promptly confirmed in writing) at least three (3) Eurodollar Business Day prior
22 to such election; and (iv) no Loan may be Converted into a Eurodollar Rate Loan when any
23 Default has occurred and is continuing. On the date on which such Conversion is being made,
24 any Lender may take such action, if any, as it deems desirable to transfer the Loan to its
25 Domestic Lending Office or its Eurodollar Lending Office, as the case may be. All or any part
26 of Loans of any Type may be Converted as specified herein; *provided* that partial Conversions
27 shall be in an aggregate principal amount of [REDACTED] or any integral multiple of [REDACTED]
28 in excess thereof. The Agent shall notify the Lenders promptly of each such Interest Rate Notice
29 made by the Borrower. Each Interest Rate Notice relating to the Conversion of all or any portion
30 of any Base Rate Loan to a Eurodollar Rate Loan shall be irrevocable by the Borrower.

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

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

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



13 **Section 2.07. Computation of Interest and Fees.**

14 (a) The Agent shall give prompt Notice to the Borrower of the applicable interest rate
15 determined by the Agent for the purpose of determining the interest rate under
16 Section 2.05(a)(i).


17 (b) In the event, prior to the commencement of any Interest Period relating to any
18 Eurodollar Rate Loans, any Lender (in this context, an "Affected Lender")
19 determines that (i) adequate and reasonable methods do not exist for ascertaining
20 the Eurodollar Rate that would otherwise determine the rate of interest to be
21 applicable to any Eurodollar Rate Loans or (ii) the Eurodollar Rate will not
22 adequately reflect the cost to such Affected Lender of making, funding or
23 maintaining its Eurodollar Rate Loans, during any Interest Period, such Affected
24 Lender shall forthwith give Notice of such determination (which shall be
25 conclusive and binding on the Borrower) to the Borrower and the Agent. In the
26 event that the Agent receives such notices from Affected Lenders who
27 collectively comprise the Majority Lenders, the Agent shall forthwith give Notice
28 of such fact to the Borrower and the Lenders, and as a result thereof, (x) any
29 Interest Rate Notice with respect to Eurodollar Rate Loans shall be automatically
30 withdrawn and any Interest Rate Notice shall be deemed a request for a Base Rate
31 Loan, (y) each Eurodollar Rate Loan will automatically, on the last day of the
32 then current Interest Period thereof, become a Base Rate Loan, and (z) the
33 obligations of the Lenders to make Eurodollar Rate Loans shall be suspended
34 until the Majority Lenders determine that the circumstances giving rise to such
35 suspension no longer exist, whereupon the Agent, upon the instruction of the
36 Majority Lenders, shall so notify the Borrower and the Lenders. Each Affected
37 Lender agrees that it shall forthwith give Notice of such fact to the Borrower and
38 the Agent at such time as the circumstances described in the first sentence of this
39 Section 2.07(b) no longer pertain to it.

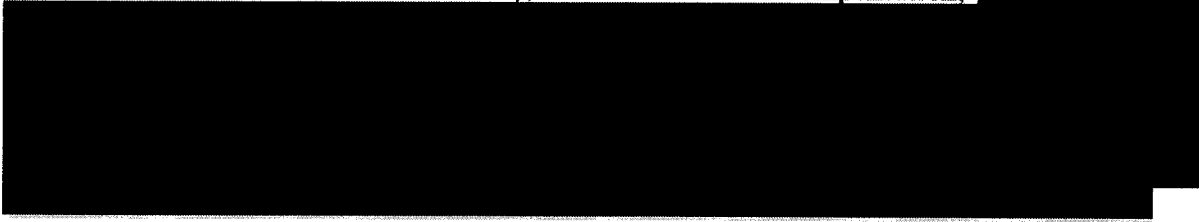
40 (c) On the date on which the aggregate unpaid principal amount of Eurodollar Rate
41 Loans comprising any Borrowing shall be reduced, by payment or prepayment or

1 earlier than the effective date of any such increased capital or liquidity requirement), the interest
2 payable hereunder shall increase by an amount that will, in such Lender's reasonable
3 determination, provide adequate compensation. Each Lender agrees that amounts claimed
4 pursuant to this *Section 3.07* shall be made in good faith and on an equitable basis.

5 **Section 3.08. Recovery of Additional Compensation.**

6 (a) **Certificate.** If any Lender claims any additional amounts pursuant to
7 *Section 3.06, Section 3.07 or Section 3.09*, as the case may be, it shall provide to the Agent and
8 the Borrower a certificate setting forth such additional amounts payable pursuant to *Section*
9 *3.06, Section 3.07 or Section 3.09*, as the case may be, and a reasonable explanation of such
10 amounts which are due (*provided* that, without limiting the requirement that reasonable detail be
11 furnished, nothing herein shall require such Lender to disclose any confidential information
12 relating to the organization of its affairs). Such certificate shall be conclusive, absent manifest
13 error, that such amounts are due and owing.

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

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23 **Section 3.09. Indemnity.** The Borrower agrees to indemnify each Lender and to hold
24 each Lender harmless from and against any loss, cost or expense (including any such loss or
25 expense arising from interest or fees payable by such Lender to lenders of funds obtained by it in
26 order to maintain any Loan as a Eurodollar Rate Loan) that such Lender may sustain or incur as a
27 consequence of (a) default by the Borrower in payment of the principal amount of or any interest
28 on any Eurodollar Rate Loan as and when due and payable, (b) default by the Borrower in
29 making a prepayment after the Borrower has given a Notice of prepayment pursuant to *Section*
30 *2.02(e)*, (c) default by the Borrower in making a Borrowing after the Borrower has given a
31 Borrowing Notice pursuant to *Section 2.02* or continuing any Loan, after the Borrower has given
32 (or is deemed to have given) pursuant to *Section 2.06* an Interest Rate Notice, or (d) the making
33 of any payment of principal of a Eurodollar Rate Loan on a day that is not the last day of the
34 applicable Interest Period with respect thereto, including interest or fees payable by such Lender
35 to lenders or funds obtained by it in order to maintain any Loan.

36 **Section 3.10. Taxes.**

37 (a) **Payments Free of Taxes.** Any and all payments by or on account of any
38 obligation of the Borrower under any Loan Document shall be made without deduction or
39 withholding for any Taxes, except as required by applicable law. If any applicable law (as
40 determined in the good faith discretion of an applicable Withholding Agent) requires the
41 deduction or withholding of any Tax from any such payment by such Withholding Agent, then

1 have set aside on its books adequate reserves with respect thereto; and *provided further* that the
2 Borrower will pay all such taxes, assessments, charges, levies or claims forthwith upon the
3 commencement of proceedings to foreclose any Lien that may have attached as security therefor.

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

9 Section 5.09. Compliance with Laws, Contracts, Licenses, and Permits. The Borrower
10 will comply with (a) the laws and regulations applicable to the Borrower (including, without
11 limitation, ERISA) wherever its business is conducted, (b) the provisions of its charter
12 documents and by-laws, (c) all agreements and instruments by which it or any of its properties
13 may be bound, and (d) all decrees, orders, and judgments applicable to the Borrower, except
14 where in any such case the failure to comply with any of the foregoing would not materially
15 adversely affect the business, property or financial condition of the Borrower and its
16 Subsidiaries, taken as a whole. If at any time while any portion of the Loans or any other
17 amount hereunder or any Commitment is outstanding, any authorization, consent, approval,
18 permit or license from any officer, agency or instrumentality of any Governmental Authority
19 shall become necessary or required in order that the Borrower may fulfill any of its obligations
20 hereunder or under any other Loan Document, the Borrower will promptly take or cause to be
21 taken all reasonable steps within the power of the Borrower to obtain such authorization,
22 consent, approval, permit or license and furnish the Agent with evidence thereof.

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

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

30 Section 5.12. Maintenance of Insurance. The Borrower shall maintain insurance with
31 responsible and reputable insurance companies or associations in such amounts and covering
32 such risks as is usually carried by companies engaged in similar businesses and owning similar
33 properties in the same general areas in which the Borrower operates: *provided, however*, that the
34 Borrower may self-insure (which may include the establishment of reserves, allocation of
35 resources, establishment of credit facilities and other similar arrangements) to the same extent as
36 other companies engaged in similar businesses and owning similar properties in the same general
37 areas in which the Borrower operates and to the extent consistent with prudent business practice.

38 Section 5.13. Prohibition of Fundamental Changes. The Borrower will not consummate
39 any transaction of merger or consolidation or amalgamation, or liquidation or dissolution;
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7 The Borrower will not convey, sell, lease, transfer or otherwise dispose of, in one transaction or a
8 series of transactions, all or substantially all of its business or assets, whether now owned or
9 hereafter acquired, to any other Person unless

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15 Section 5.14. Indebtedness. The Borrower will insure that all obligations of the
16 Borrower under this Agreement and the other Loan Documents rank and will rank
17 in respect of priority of payment by the Borrower and priority of lien, charge or other
18 security in respect of assets of the Borrower

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

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

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

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


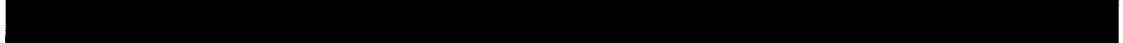
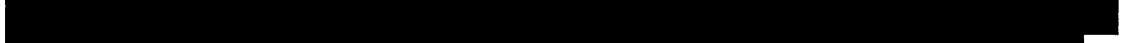

36 (iv) the replacement, extension or renewal of any Lien permitted by
37 clauses (i) through (iii) of this *Section 5.15* upon or in the same property theretofore
38 subject thereto or the replacement, extension or renewal (without increase in the amount
39 or change in the direct or indirect obligor)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

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

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

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

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

24 (ix) any other Liens or security interests (other than Liens or security
25 interests described in clauses (i) through (viii) of this *Section 5.15*), if the aggregate
26 principal amount of the indebtedness secured by all such Liens and security interests
27 (without duplication) does not exceed in the aggregate \$50,000,000 at any one time,
28 outstanding; 
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32 Section 5.16. Employee Benefit Plans. The Borrower will not:

33 (a) engage in any non-exempt "prohibited transaction" within the meaning of
34 §406 of ERISA or §4975 of the Code which could result in a material liability for the Borrower;
35 or

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

39 (c) fail to contribute to any Guaranteed Pension Plan sponsored by the
40 Borrower or its ERISA Affiliates to an extent which, or terminate any Guaranteed Pension Plan

1 sponsored by the Borrower or its ERISA Affiliates in a manner which, could result in the
2 imposition of a lien or encumbrance on the assets of the Borrower or any of its Subsidiaries
3 pursuant to §303(k) or §4068 of ERISA; or

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

10
11 Section 5.17

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

16 [REDACTED]
17 [REDACTED]
18 [REDACTED]

19 [REDACTED]
20 [REDACTED]
21 [REDACTED]
22 [REDACTED]

23 Section 5.18. Compliance with Anti-Corruption Laws and Anti-Terrorism Regulations.
24 The Borrower shall not:

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

30 (b) Use, directly or indirectly, the proceeds of the Loans, or lend, contribute
31 or otherwise make available such proceeds to any subsidiary, joint venture partner or other
32 Person, (x) in violation of applicable anti-corruption laws, the USA PATRIOT Act, anti-
33 terrorism laws or money laundering laws, (y) to fund any activities or business of or with any
34 Person, or in any country or territory, that, is, or whose government is, the subject of Sanctions
35 at the time of such funding, or (z) in any other manner that would result in a violation of
36 Sanctions by any Person (including any Person participating in the Loans, whether as
37 underwriter, advisor, investor, or otherwise).

38 (c) Deal in, or otherwise engage in any transaction related to, any property or
39 interests in property blocked pursuant to any Anti-Terrorism Law, or (ii) engage in or conspire

1 documents incident thereto shall be satisfactory in substance and in form to the Lenders and to
2 counsel for the Agent, and the Lenders and such counsel shall have received all information and
3 such counterpart originals or certified or other copies of such documents as the Agent may
4 reasonably request.

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

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

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

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

20 ARTICLE 7 - EVENTS OF DEFAULT, ACCELERATION, ETC.

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

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

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

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

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

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

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

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

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

39 (i) if any of the Loan Documents shall be canceled, terminated, revoked or
40 rescinded by the Borrower otherwise than in accordance with the terms thereof or with the
41 express prior written agreement, consent or approval of all Lenders, or any action at law, suit or
42 in equity or other legal proceeding to cancel, revoke or rescind any of the Loan Documents shall

1 be commenced by or on behalf of the Borrower, any of its stockholders, or any court or any
2 other Governmental Authority of competent jurisdiction shall make a determination that, or
3 issue a judgment, order, decree or ruling to the effect that, any one or more of the Loan
4 Documents is illegal, invalid or unenforceable in accordance with the terms thereof; or

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

22 [REDACTED]
23 [REDACTED]
24 [REDACTED]
25 [REDACTED]

26 Section 7.02. Lenders' Remedies. Upon the occurrence of any Event of Default, for so
27 long as same is continuing, the Agent shall, at the request of, or may, with the consent of, the
28 Majority Lenders, by Notice to Borrower (an "Acceleration Notice"):

- 29 (i) immediately terminate the Commitments of each Lender; and/or
30 (ii) declare all amounts owing with respect to this Agreement and all Notes, if any, as
31 have been issued hereunder to be, and they, shall thereupon forthwith become,
32 immediately due and payable without presentment, demand, protest or other
33 notice of any kind, all of which are hereby expressly waived by the Borrower;

34 *provided* that in the event of any Event of Default specified in Section 7.01(f) or Section 7.01(g),
35 the Commitments of each Lender hereunder shall automatically terminate and all amounts owing
36 with respect to this Agreement and all Notes, if any, as have been issued hereunder, shall become
37 immediately due and payable automatically and without any requirement of an Acceleration
38 Notice from Agent or any Lender.

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ARTICLE 8 - SHARING.

Section 8.01. Sharing Among Lenders. If any Lender shall obtain from the Borrower any payment of any principal of or interest on any Loan owing to it or payment of any other amount under this Agreement or any other Loan Document through the exercise of any right of set-off, banker's lien or counterclaim or similar right or otherwise (other than from the Agent as provided herein and other than amounts owing to such Lender pursuant to *Sections 3.06, 3.07, 3.09, 3.10, 10.03 or 10.04*), and, as a result of such payment, such Lender shall have received a greater percentage of the principal of or interest on the Loans or such other amounts then due hereunder or thereunder by the Borrower to such Lender than the percentage received by any other Lender, it shall promptly purchase from such other Lenders a participation in (or, if and to the extent specified by such Lender, a direct interest in) the Loans or such other amounts, respectively, owing to such other Lenders (or in interest due thereon, as the case may be) in such amounts, and make such other adjustments from time to time as shall be equitable, to the end that all the Lenders shall share the benefit of such excess payment (net of any expenses that may be incurred by such Lender in obtaining or preserving such excess payment) pro rata in accordance with the unpaid principal of and/or interest on the Loans or such other amounts, respectively, owing to each of the Lenders; *provided that*, for the purpose of calculating any Lender's Pro Rata Share of any payment hereunder, payments to each such Lender shall include any amounts set off by the Borrower against such Lender pursuant to *Section 8.02*.

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

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ARTICLE 9 - AGENT.

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

Section 9.02. Rights as a Lender. The Person serving as the Agent hereunder shall have the same rights and powers when acting in its capacity as a Lender as any other Lender, and may

1 pursuant hereto not less than thirty (30) days prior to the date that the new address is intended to
2 become effective); *provided* that (x) any Notice delivered in accordance with *Article 2* may be
3 delivered by facsimile or other specified electronic delivery system acceptable to the Agent and
4 the Borrower, and (y) any Notice delivered to the appropriate address for the receiving Party at
5 any time other than during normal business hours will be deemed to be given and received by the
6 receiving Party on the next Business Day thereafter:

7 (i) if to the Borrower, at 700 Universe Boulevard, Juno Beach, Florida 33408-8801,
8 Attention: Treasurer (and for purposes of Notices which can be provided, or
9 confirmed, telephonically or by facsimile as specified in *Article 2*, Telephone No.
10 (561) 694-6204, Facsimile No. (561) 694-3707), or at such other address for
11 Notice as the Borrower shall last have furnished in writing to the Person giving
12 the Notice;

13 (ii) if to the Agent, at [REDACTED]^A
14 [REDACTED]
15 [REDACTED] (and for purposes of Notices which can be
16 provided, or confirmed, telephonically or by facsimile as specified in *Article 2*,
17 Telephone No. [REDACTED]^A Facsimile No. [REDACTED]^B Email:
18 [REDACTED] for such other address for Notice as the Agent shall
19 last have furnished in writing to the Person giving the Notice;

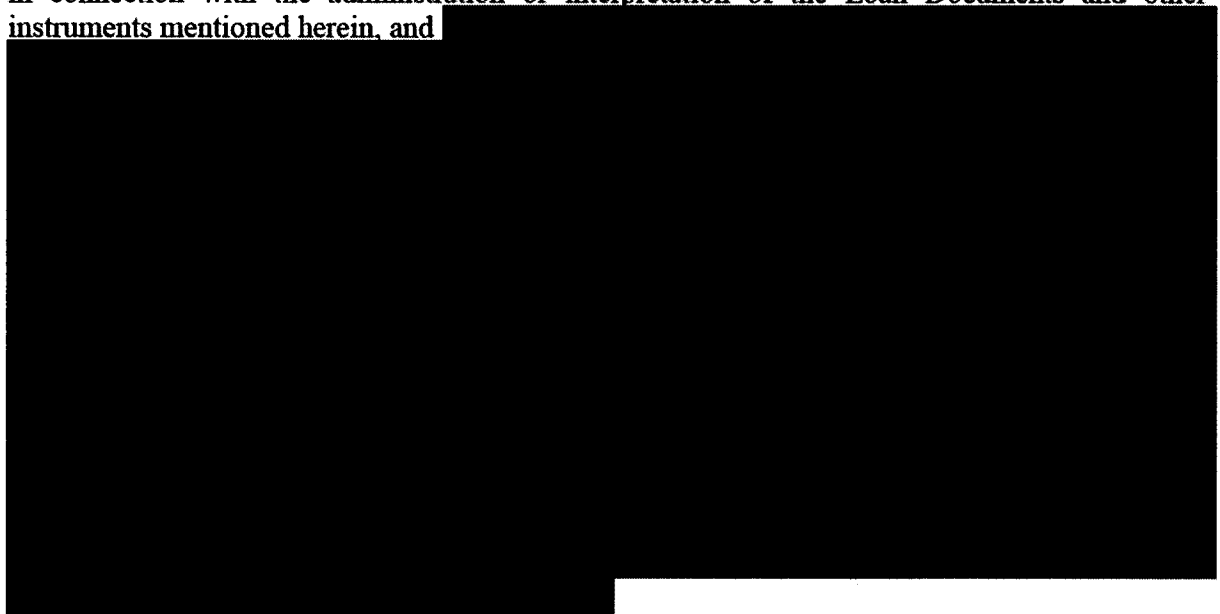
20 (iii) if to any Lender, at such Person's address set forth on *Schedule I*, or such other
21 address for Notice as such Person shall have last furnished in writing to the
22 Person giving the Notice.

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

1 unintended recipients of any information or other materials distributed by the Agent, pursuant to
2 this *Section 10.02(b)* or *Section 10.02(c)* through telecommunications, electronic or other
3 information transmission systems in connection with this Agreement or the other Loan
4 Documents or the transactions contemplated hereby or thereby.

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

15 Section 10.03. Expenses. The Borrower agrees to pay promptly following receipt of
16 written invoices describing in reasonable detail (a) the reasonable fees, expenses and
17 disbursements of the Agent's external counsel incurred in connection with the administration or
18 interpretation of the Loan Documents and other instruments mentioned herein, the negotiation of
19 this Agreement and the closing hereunder, and amendments, modifications, approvals, consents
20 or waivers hereto or hereunder, (b) the reasonable fees, expenses and disbursements of the Agent
21 in connection with the administration or interpretation of the Loan Documents and other
22 instruments mentioned herein, and



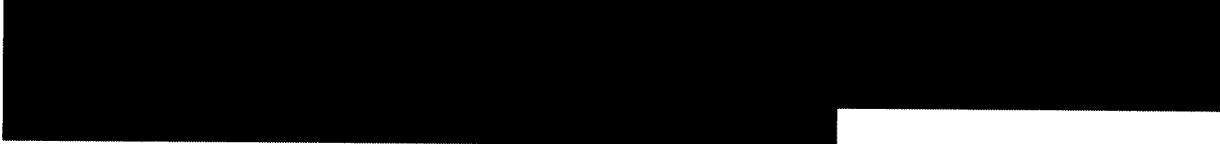
39 Section 10.04. Indemnification. The Borrower agrees to indemnify and hold harmless
40 the Agent, the Lenders and their respective officers, affiliates, directors, employees, agents and
41 advisors (each, an "Indemnitee") from and against any and all claims, actions and suits by a third
42 party (which third party may, for these purposes, include the Agent or a Lender) (collectively,
43 "Actions"), whether groundless or otherwise, and from and against any and all liabilities, losses,
44 damages and expenses payable by any Indemnitee to any third party (which third party may, for

1 these purposes, include the Agent or a Lender) (collectively, "Liabilities") of every nature and
2 character incurred by or awarded against any such Indemnitee (including the reasonable fees and
3 expenses of counsel), in each case arising out of this Agreement or any of the other Loan
4 Documents or the transactions contemplated hereby including, without limitation, (a) any actual
5 or proposed use by the Borrower of the proceeds of the Loans, or (b) the Borrower entering into
6 or performing this Agreement or any of the other Loan Documents; *provided* that the liabilities,
7 losses, damages and expenses indemnified pursuant to this *Section 10.04* shall not include any
8 liabilities, losses, damages and expenses in respect of any taxes, levies, imposts, deductions,
9 charges or withholdings, indemnification for which is provided on the basis, and to the extent,
10 specified in *Section 3.09*; and *provided further*, that such indemnity shall not be available as to
11 any Indemnitee, to the extent that such liabilities, losses, damages and expenses arise out of the
12 gross negligence, bad faith or willful misconduct of such Indemnitee or any of its Related
13 Parties. In the event that an Indemnitee shall become subject to any Action or Liability with
14 respect to any matter for which indemnification may apply pursuant to this *Section 10.04* (an
15 "Indemnity Claim"), such Indemnitee shall give Notice of such Indemnity Claim to the Borrower
16 by telephone at (561) 694-6204 and also in accordance with the written Notice requirements in
17 *Section 10.02*. Such Indemnitee may retain counsel and conduct the defense of such Indemnity
18 Claim, as it may in its sole discretion deem proper, at the sole cost and expense of the Borrower.
19 So long as no Default shall have occurred and be continuing hereunder, no Indemnitee shall
20 compromise or settle any claim without the prior written consent of the Borrower, which consent
21 shall not unreasonably be withheld or delayed (*provided* that the Borrower shall only be
22 responsible for the reasonable fees and expenses of one counsel for all Indemnitees taken as a
23 whole unless any actual or potential conflict of interest between such Indemnitees makes it
24 inappropriate for one counsel to represent all such Indemnitees, in which event the Borrower
25 shall be responsible for the reasonable fees and expenses of one additional counsel for each
26 group of affected Indemnitees similarly situated taken as a whole). A

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29 ^A In the case of an investigation,
30 litigation or other proceeding to which the indemnity in this *Section 10.04* applies, such
31 indemnity shall be effective whether or not the affected Indemnitee is a party thereto and
32 whether or not the transactions contemplated hereby are consummated. Each Party also agrees
33 not to assert any claim against any other Party or any of its respective affiliates, or any of its
34 respective directors, officers, employees, attorneys and agents, on any theory of liability, for
35 special, indirect, consequential or punitive damages arising out of or otherwise relating to this
36 Agreement, any Notes as may be issued hereunder, any other Loan Document, any of the
37 transactions contemplated herein or the actual or proposed use of the proceeds of the Loans
38 (*provided* that the foregoing shall not preclude any Indemnitee from seeking to recover the
39 preceding types of damages from the Borrower to the extent the same are specifically payable by
40 such Indemnitee to any third party).

41 Section 10.05. Survival of Covenants. All covenants, agreements representations and
42 warranties made herein, in the Notes, in any of the other Loan Documents or in any documents
43 or other papers delivered by or on behalf of the Borrower pursuant hereto shall be deemed to
44 have been relied upon by the Agent and the Lenders, notwithstanding any investigation
45 heretofore or hereafter made by any of them, and shall survive the making by the Lenders of the
46 Loans, as herein contemplated, and shall continue in full force and effect so long as any amount

1 due under this Agreement, the Notes, or any of the other Loan Documents remains outstanding.
2 All statements contained in any certificate or other paper delivered to the Agent or any Lender at
3 any time by or on behalf of the Borrower pursuant hereto or in connection with the transactions
4 contemplated hereby shall constitute representations and warranties by the Borrower hereunder.
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9 Section 10.06. Assignment and Participations.

10 (a) Successors and Assigns Generally. The provisions of this Agreement
11 shall be binding upon and inure to the benefit of the Parties and their respective successors and
12 assigns permitted hereby, except that the Borrower may not assign or otherwise transfer any of
13 its rights or obligations hereunder without the prior written consent of the Agent and each
14 Lender, and no Lender may assign or otherwise transfer any of its rights or obligations
15 hereunder except (i) to an assignee in accordance with the provisions of *Section 10.06(b)* or
16 *Section 10.06(f)*, (ii) by way of participation in accordance with the provisions of *Section*
17 *10.06(d)*, or (iii) by way of pledge or assignment of a security interest subject to the restrictions
18 of *Section 10.06(e)* (and any other attempted assignment or transfer by any Party shall be null
19 and void). Other than as specified in *Section 9.05* and *Section 10.04*, nothing in this Agreement,
20 expressed or implied, shall be construed to confer upon any Person (other than the Parties, their
21 respective successors and assigns permitted hereby, and Participants to the extent provided in
22 *Section 10.06(d)*) any legal or equitable right, remedy or claim under or by reason of this
23 Agreement.

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

28 (i) Minimum Amounts. The amount of the Commitment and the
29 principal outstanding balance of the Loans of the assigning Lender subject to such
30 assignment (determined as of the date the Assignment and Assumption, made pursuant to
31 an Assignment and Assumption Agreement in the form of *Exhibit G* hereto (the
32 "Assignment and Assumption Agreement")), with respect to such assignment is delivered
33 to the Agent or, if "Trade Date" is specified in the Assignment and Assumption
34 Agreement, as of the Trade Date) shall not be less than [REDACTED]^A, unless each of the
35 Agent and, so long as no Event of Default has occurred and is continuing, the Borrower
36 otherwise consents.

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

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

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

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

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

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

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

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

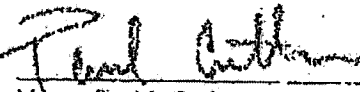
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IN WITNESS WHEREOF, the undersigned have duly executed this Agreement as a sealed instrument as of the date first set forth above.

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FLORIDA POWER & LIGHT
COMPANY, as the Borrower

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By: 
Name: Paul I. Carter
Title: Treasurer

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[Redacted] as Administrative Agent
and Lender

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

7 STATE OF [Redacted])
8 COUNTY OF [Redacted]) ss.

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

14 IN WITNESS WHEREOF, I have hereto set my hand and official seal at [Redacted]
15 [Redacted] this 27th day of September, 2016.

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[Redacted]
Notary Public
My Commission Expires: 6-7-21

By: _____
Name: _____
Title: _____



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**SCHEDULE I
TO REVOLVING CREDIT AGREEMENT**

LENDER

| | |
|---|-----------------------------|
| <p>[REDACTED]^A</p> <p><u>Lending Office and Address for Notices for all Loans:</u></p> <p>[REDACTED]</p> <p>With copies to:</p> <p>[REDACTED]</p> | <p>\$150,000,000</p> |
|---|-----------------------------|

1 EXHIBIT A TO AGREEMENT

2 [Form of Borrowing Notice]

3
4 BORROWING NOTICE

5
6 September __, 2016

7
8 [REDACTED]
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17 With copies to:

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19 [REDACTED]
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27 Ladies and Gentlemen:

28 The undersigned, FLORIDA POWER & LIGHT COMPANY, a Florida corporation (the
29 "Borrower"), refers to the Revolving Credit Agreement, dated as of September __, 2016 (as
30 amended or modified from time to time, the "Loan Agreement", the terms defined therein being
31 used herein as therein defined), among the undersigned, the Lenders party thereto and [REDACTED]^A
32 [REDACTED] as Administrative Agent (the "Agent") and Lender, and
33 hereby requests a borrowing of a Loan under the Agreement, and in that connection sets forth
34 below the information relating to the borrowing (the "Proposed Borrowing") as required by
35 *Section 2.02(a)* of the Loan Agreement.

- 36 (i) The Business Day of the Proposed Borrowing is _____, ____.
- 37 (ii) The Proposed Borrowing is a Eurodollar Rate Loan with an initial Interest Period
38 of _____.
- 39 (iii) The aggregate amount of the Proposed Borrowing is US\$ _____.

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

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

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

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

13 Name of Bank:
14 Street Address of Bank:
15 City/State/ZIP of Bank:
16 ABA Number of Bank:
17 SWIFT:
18 Name of Account:
19 Account Number at Bank:

[REDACTED] A
[REDACTED] A
[REDACTED] A
[REDACTED] A
[REDACTED] A

20 *[SIGNATURE APPEARS ON THE FOLLOWING PAGE]*

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Very truly yours,

**FLORIDA POWER & LIGHT
COMPANY**

By: _____

Name:

Title:

1 **EXHIBIT B TO AGREEMENT**

2 **[Form of Note]**

3 **NOTE**

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6 \$150,000,000

Dated: September 27, 2016

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8 FOR VALUE RECEIVED, the undersigned, FLORIDA POWER & LIGHT COMPANY, a
9 Florida corporation (hereinafter, together with its successors in title and assigns, called the
10 "**Borrower**"), by this promissory note (hereinafter called "**this Note**"), absolutely and
11 unconditionally promises to pay to the order of [REDACTED] A
12 (hereinafter, together with its successors in title and permitted assigns, called the "**Lender**"), the
13 principal sum of ONE HUNDRED AND FIFTY MILLION DOLLARS AND NO/100
14 DOLLARS (\$150,000,000), or the aggregate unpaid principal amount of the Loan evidenced by
15 this Note made by Lender to Borrower pursuant to the Agreement (as hereinafter defined),
16 whichever is less, on the Maturity Date (as defined in the Agreement), and to pay interest on the
17 principal sum outstanding hereunder from time to time from the Effective Date until the said
18 principal sum or the unpaid portion thereof shall have been paid in full.

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

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

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

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

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

4 This Note is made and delivered by the Borrower to the Lender pursuant to that certain
5 Revolving Credit Agreement, dated as of September 27, 2016, by among the Borrower, the
6 lenders party thereto, and [REDACTED], as Administrative Agent and Lender
7 (such agreement, as originally executed, or, if varied or supplemented or amended and restated
8 from time to time hereafter, as so varied or supplemented or amended and restated, called the
9 "Agreement"). This Note evidences the obligations of Borrower (a) to repay the principal
10 amount of the Loans made by Lender to Borrower under the Agreement, (b) to pay interest, as
11 provided in the Agreement on the principal amount hereof remaining unpaid from time to time,
12 and (c) to pay other amounts which may become due and payable hereunder as provided herein
13 and in the Agreement.

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

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

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

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

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

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

3
4 **FLORIDA POWER & LIGHT**
5 **COMPANY**
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8
9 By: _____

10 Name:

11 Title:
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1 EXHIBIT C TO AGREEMENT

2 [Form of Interest Rate Notice]

3
4 INTEREST RATE NOTICE

5 [Date]

6
7 [REDACTED]

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15 With copies to:

16 [REDACTED]

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26 Ladies and Gentlemen:

27 Pursuant to *Section 2.06* of that certain Revolving Credit Agreement, dated as of September __,
28 2016 (as amended or modified from time to time, the "Loan Agreement", the terms defined
29 therein being used herein as therein defined), among the undersigned, the Lenders party thereto
30 and [REDACTED], as Administrative Agent and Lender, the Borrower hereby
31 gives you irrevocable notice of its request to Convert the Loan(s) and/or Interest Periods
32 currently under effect under the Loan Agreement as follows [*select from the following as*
33 *applicable*]:

- 34 • on [__date__], to Convert \$[_____] of the aggregate outstanding principal amount
35 of the Loan(s) bearing interest at the Eurodollar Rate into a Base Rate Loan; [and/or]
- 36 • on [__date__], to Convert \$[_____] of the aggregate outstanding principal amount
37 of the Loan(s) bearing interest at the Base Rate into a Eurodollar Rate Loan having an
38 Interest Period of [_____] month(s) ending on [__date__]; [and/or]

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Very truly yours,

**FLORIDA POWER & LIGHT
COMPANY**

By: _____
Name:
Title:

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

3
4 **FLORIDA POWER & LIGHT**
5 **COMPANY**
6
7
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9 By: _____
10 Name:
11 Title:
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EXHIBIT E TO AGREEMENT

[Form of Opinion of Borrower's Counsel]

September 27, 2016

[REDACTED]

With copies to:

[REDACTED]

Re: Florida Power & Light Company \$150,000,000 Revolving Credit Agreement

Ladies and Gentlemen:

This opinion is furnished to you pursuant to *Section 6.01(e)* of that certain Revolving Credit Agreement, dated as of September 27, 2016 (the "**Agreement**"), between Florida Power & Light Company, a Florida corporation ("**Borrower**"), the Lenders party thereto from time to time, and [REDACTED],^A as Administrative Agent (the "**Agent**") and as **Lender**. This opinion is furnished to you at the request of Borrower. Capitalized terms defined in the Agreement and not otherwise defined herein have the meanings set forth therein.

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

We have made such examinations of the federal law of the United States and of the laws of the State of Florida and the State of New York as we have deemed relevant for purposes of this opinion, and solely for the purposes of the opinions in paragraph 6, the Public Utility Holding Company Act of 2005 and the Federal Power Act (the Public Utility Holding Company Act of 2005 and the Federal Power Act and the rules and regulations issued thereunder being referred to herein as the "**Applicable Energy Laws**"), and have not made any independent

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SCHEDULE I
TO
OPINION OF SQUIRE PATTON BOGGS (US) LLP
List of Operative Documents

- (a) Revolving Credit Agreement, dated as of September 27, 2016 (the “Agreement”) by and between the Borrower, the lenders party thereto from time to time, and [REDACTED] as Administrative Agent and Lender.
- (b) Note dated as of September 27, 2016, made by Borrower and payable to the order of [REDACTED] in a principal amount of \$150,000,000.
- (c) Borrower’s Certificate, dated as of September 27, 2016.

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EXHIBIT F-1
U.S. TAX COMPLIANCE CERTIFICATE

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

Reference is hereby made to that certain Revolving Credit Agreement, dated as of September __, 2016 (the "Loan Agreement"), between Florida Power & Light Company (as the "Borrower"), the Lenders party thereto and [REDACTED], as Administrative Agent and Lender (the "Agent").

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

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

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

[NAME OF LENDER]

By: _____

Name:

Title:

Date: _____, 20[]

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EXHIBIT F-2
U.S. TAX COMPLIANCE CERTIFICATE

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

Reference is hereby made to that certain Revolving Credit Agreement, dated as of September __, 2016 (the "**Loan Agreement**"), between Florida Power & Light Company (as the "**Borrower**"), the Lenders party thereto and [REDACTED], as Administrative Agent and Lender (the "**Agent**").

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

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

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

[NAME OF PARTICIPANT]

By: _____

Name:

Title:

Date: _____, 20[]

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3 **EXHIBIT F-3**
U.S. TAX COMPLIANCE CERTIFICATE

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

5 Reference is hereby made to that certain Revolving Credit Agreement, dated as of
6 September __, 2016 (the "Loan Agreement"), between Florida Power & Light Company (as
7 the "Borrower"), the Lenders party thereto and [REDACTED]^A, as
Administrative Agent and Lender (the "Agent").

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

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

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

30 [NAME OF PARTICIPANT]

31 By: _____
32 Name:
33 Title:

34 Date: _____, 20[]

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2 **EXHIBIT F-4**
U.S. TAX COMPLIANCE CERTIFICATE

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

4 Reference is hereby made to that certain Revolving Credit Agreement, dated as of
5 September __, 2016 (the "**Loan Agreement**"), between Florida Power & Light Company (as
6 the "**Borrower**"), the Lenders party thereto and [REDACTED], as
7 Administrative Agent and Lender (the "**Agent**").

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

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

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

32 [NAME OF LENDER]
33
34

35 By: _____
36 Name:
37 Title:
38
39 Date: _____, 20[]

EXHIBIT G

FORM OF ASSIGNMENT AND ASSUMPTION AGREEMENT

* * *


ASSIGNMENT AND ASSUMPTION AGREEMENT

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

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

1. Assignor: _____
2. Assignee: _____ [*and is an affiliate of Assignor*] [*and is a Lender*] [*and is an affiliate of a Lender*]¹
3. Borrower: Florida Power & Light Company
4. Administrative Agent: _____, as administrative agent under the **Loan Agreement**: Revolving Credit Agreement, dated as of September __, 2016, among the Borrower the lenders party thereto from time to time, and the Administrative Agent

¹ Select as applicable.

1 [Consented to and]³ Accepted:
2 
3 as Administrative Agent
4
5
6 By: _____
7 Name:
8 Title:
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11 [Consented to:
12 FLORIDA POWER & LIGHT COMPANY
13
14
15 By: _____
16 Name:
17 Title:]⁴

REVOLVING CREDIT AGREEMENT

\$75,000,000 REVOLVING CREDIT FACILITY

BETWEEN

FLORIDA POWER & LIGHT COMPANY, AS BORROWER

AND

[REDACTED]
AS LENDER AND ADMINISTRATIVE AGENT

DATED AS OF NOVEMBER 30, 2016

1 **REVOLVING CREDIT AGREEMENT**

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3 This **REVOLVING CREDIT AGREEMENT**, dated as of November 30, 2016, is by
4 and among **FLORIDA POWER & LIGHT COMPANY**, a Florida corporation (the
5 "Borrower"), the lending institutions from time to time listed on Schedule I hereto (the "Lender"
6 or "Lenders"), and [REDACTED] acting in its capacity as Administrative Agent for the
7 Lenders (together with its successors and assigns in such capacity, the "Agent") (the Borrower,
8 the Lenders and the Agent are hereinafter sometimes referred to collectively as the "Parties" and
9 individually as a "Party").

10
11 **WITNESSETH:**

12
13 **WHEREAS**, the Borrower has requested that the Lenders agree to make available to the
14 Borrower a Seventy Five Million United States Dollars (US\$75,000,000) Revolving Credit
15 facility; and

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

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

20 **ARTICLE 1 - DEFINITIONS AND RULES OF INTERPRETATION.**

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

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

24 "Affected Lender" has the meaning specified in *Section 2.07(b)*.

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

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

27 "Agreement" means this Revolving Credit Agreement, including the Schedules and
28 Exhibits hereto.

29 "Anti-Terrorism Law" means any Requirement of Law related to money laundering or
30 financing terrorism including the Uniting and Strengthening America by Providing Appropriate
31 Tools Required to Intercept and Obstruct Terrorism Act of 2001 (Title III of Pub. L. 107-56) (the
32 "USA PATRIOT Act"), The Currency and Foreign Transactions Reporting Act (31 U.S.C. §§
33 5311-5330 and 12 U.S.C. §§ 1818(s), 1820(b) and 1951-1959) (also known as the "Bank Secrecy
34 Act"), the Trading With the Enemy Act (50 U.S.C. § 1 et seq.) and Executive Order 13224
35 (effective September 24, 2001).

1 "Applicable Lending Office" means, in the case of any Lender, such Lender's Domestic
2 Lending Office or Eurodollar Lending Office, as the case may be.
3

4 [REDACTED]
5 [REDACTED]

6 [REDACTED]
7 [REDACTED]

8 [REDACTED]
9 [REDACTED]

10 [REDACTED]
11 [REDACTED]

12 [REDACTED]
13 [REDACTED]
14 [REDACTED]

15 [REDACTED]
16 [REDACTED]

1 [REDACTED]

2 "Applicable Rating" means, at the time of any determination thereof, the Rating of the

3 Applicable Rating Agencies, at least one of which must be either Moody's or Standard & Poor's.

4 "Applicable Rating Agencies" means, at the time of any determination thereof, all Rating

5 Agencies employed by the Borrower (which shall be a minimum of two, at least one of which

6 must be either Moody's or Standard & Poor's) for rating the Borrower's non-credit enhanced

7 long-term senior unsecured debt (other than a shelf rating).

8 "Assignment and Assumption Agreement" has the meaning assigned to such term in

9 Section 10.06(b).

10 "Bail-In Action" means the exercise of any Write-Down and Conversion Powers by the

11 applicable EEA Resolution Authority in respect of any liability of an EEA Financial Institution.

12 "Bail-In Legislation" means, with respect to any EEA Member Country implementing

13 Article 55 or Directive 2014/59/EU of the European Parliament and of the Council of the

14 European Union, the implementing law for such EEA Member Country from time to time which

15 is described in the EU Bail-In Legislation Schedule.

16 [REDACTED]

17 [REDACTED]

18 [REDACTED]

19 [REDACTED]

20 [REDACTED]

21 [REDACTED]

22 "Base Rate Loan" means all or any portion of any Loan bearing interest calculated by

23 reference to the Base Rate.

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

25 "Borrowing" means the drawing down by the Borrower of a Loan or Loans from the

26 Lenders on any given Borrowing Date.

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

28 "Borrowing Notice" means a certificate to be provided pursuant to Section 2.02(a), in

29 substantially the form set forth in Exhibit A.

30 "Business Day" means any day other than (a) Saturday or Sunday, or (b) a day on which

31 banking institutions in New York City, New York or Atlanta, Georgia are required or authorized

32 to close (provided that no day shall be deemed to be a Business Day with respect to any

33 Eurodollar Rate Loan unless such day is also a Eurodollar Business Day).

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

24 [REDACTED]
25 [REDACTED]
26 [REDACTED]
27 [REDACTED]
28 [REDACTED]
29 [REDACTED]
30 [REDACTED]
31 [REDACTED]
32 [REDACTED]
33 [REDACTED]
34 [REDACTED]
35 [REDACTED]
36 [REDACTED]
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42 [REDACTED]
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14 “Code” means the Internal Revenue Code of 1986, as amended from time to time, and the
15 regulations promulgated and rulings issued thereunder.

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

21 “Commitments” means the aggregate Commitments of the several Lenders.

22 “Commitment Fee” has the meaning given such term in *Section 2.09*.

23 “Commitment Termination Date” means the earlier of (a) May 30, 2018, and (b) the date
24 of termination in whole of the Commitments pursuant to Section 2.08 or Article 7.

25 “Communications” has the meaning specified in *Section 10.02(b)*.

26 “Communications Notice” has the meaning specified in *Section 10.02(c)*.

27 “Conversion” or “Convert” means a conversion of all or part of any Loan of one Type
28 into a Loan of another Type pursuant to *Section 2.06* hereof (including any such conversion
29 made as a result of the operation of any other provision hereof).

30 “Conversion Date” means the date on which all or any portion of any Loan is Converted
31 or continued in accordance with *Section 2.06*.

32 “date of this Agreement” and “date hereof” means November 30, 2016.

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

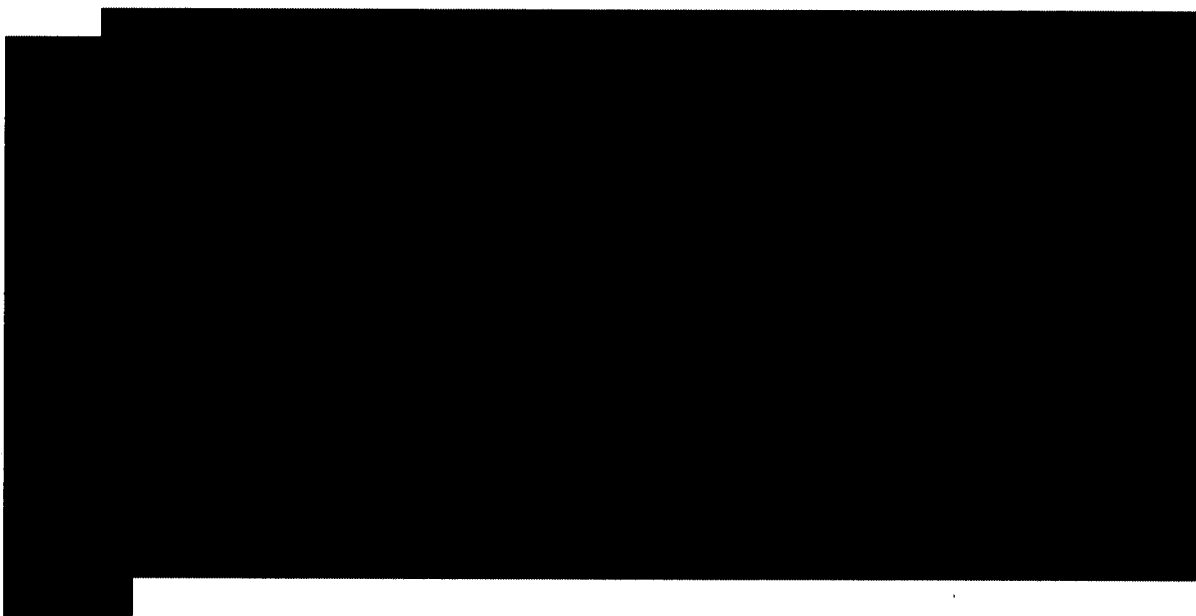
1 “EEA Resolution Authority” means any public administrative authority or any Person
2 entrusted with public administrative authority of any EEA Member Country (including any
3 delegatee) having responsibility for the resolution of any EEA Financial Institution.

4 “Effective Date” means the date on which all of the conditions precedent set forth in
5 *Section 6.01* have been satisfied or waived, which is November 30, 2016.

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

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

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33 “ERISA” means the Employee Retirement Income Security Act of 1974, as amended,
34 and the regulations promulgated thereunder.

35 “ERISA Affiliate” means any Person that is treated as a single employer with the
36 Borrower under Section 414 of the Code.

37 “ERISA Reportable Event” means a reportable event with respect to a Guaranteed
38 Pension Plan within the meaning of Section 4043 of ERISA as to which the requirement of
39 notice has not been waived.

1 “EU Bail-In Legislation Schedule” means the EU Bail-In Legislation Schedule published
2 by the Loan Market Association (or any successor Person), as in effect from time to time.

3 “Eurocurrency Reserve Rate” means, for any Interest Period for any Eurodollar Rate
4 Loan, the average maximum rate at which reserves (including, without limitation, any marginal,
5 supplemental or emergency reserves) are required to be maintained during such Interest Period
6 under Regulation D by member banks of the Federal Reserve System in New York City with
7 deposits against “Eurocurrency liabilities” (as such term is used in Regulation D) in effect two
8 (2) Eurodollar Business Days before the first day of such Interest Period. Without limiting the
9 effect of the foregoing, the Eurocurrency Reserve Rate shall include any other reserves required
10 to be maintained by such member banks by reason of any Regulatory Change with respect to (i)
11 any category of liabilities that includes deposits by reference to which the Eurodollar Rate is to
12 be determined as provided in the definition of “Eurodollar Rate” in this *Section 1.01* or (ii) any
13 category of extensions of credit or other assets that includes Eurodollar Rate Loans.

14 “Eurodollar Business Day” means any Business Day on which commercial banks are
15 open for international business (including dealings in Dollar deposits) in London.

16 “Eurodollar Lending Office” means with respect to any Lender, initially, the office of
17 such Lender designated as such in *Schedule I*; thereafter, such other office of such Lender, if any,
18 that shall be making or maintaining any Eurodollar Rate Loan as designated by such Lender in
19 Notice to the Borrower and the Agent.

20 [REDACTED]
21 [REDACTED]
22 [REDACTED]
23 [REDACTED]
24 [REDACTED]
25 [REDACTED]
26 [REDACTED]

27 “Eurodollar Rate Loan” means all or any portion of any Loan bearing interest calculated
28 by reference to the Eurodollar Rate.

29 “Event of Default” has the meaning assigned to such term in *Section 7.01*.

30 “Exchange Act” means the Securities Exchange Act of 1934, as amended, and the
31 regulations promulgated thereunder.

32 “Excluded Taxes” means any of the following Taxes imposed on or with respect to a
33 Recipient or required to be withheld or deducted from a payment to a Recipient: (a) Taxes
34 imposed on or measured by net income (however denominated), franchise Taxes, and branch
35 profits Taxes, in each case, (i) imposed as a result of such Recipient being organized under the
36 laws of, or having its principal office or, in the case of a Lender, its applicable lending office
37 located in, the jurisdiction imposing such Tax (or any political subdivision thereof) or (ii) that are
38 Other Connection Taxes, (b) in the case of a Lender, U.S. federal withholding Taxes imposed on
39 amounts payable to or for the account of such Lender with respect to an applicable interest in a
40 Loan pursuant to a law in effect on the date on which (i) such Lender acquires such interest in

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1 [REDACTED]
2 [REDACTED]
3 [REDACTED]
4 [REDACTED]
5 [REDACTED]
6 [REDACTED]
7 [REDACTED]

8 “generally accepted accounting principles” means generally accepted accounting
9 principles, as recognized by the American Institute of Certified Public Accountants and the
10 Financial Accounting Standards Board, consistently applied and maintained on a consistent basis
11 for the Borrower and its Subsidiaries throughout the period indicated and (subject to *Section*
12 *1.03*) consistent with the prior financial practice of the Borrower and its Subsidiaries.

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

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

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

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

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

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

28 “Initial Lenders” means those Lenders listed on *Schedule I* as of the Effective Date.

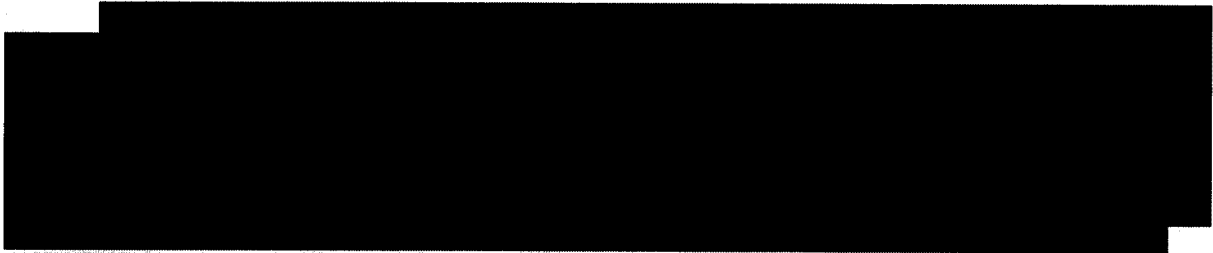
29 “Insolvency Proceeding” means, with respect to any Person, (a) any case, action or
30 proceeding with respect to such Person before any competent court or other Governmental
31 Authority relating to bankruptcy, reorganization, insolvency, liquidation, receivership,
32 dissolution, administrative receivership,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

36 “Interest Payment Date” means (a) as to any Base Rate Loan, the last day of each
37 calendar quarter; (b) as to any Eurodollar Rate Loan in respect of which the Interest Period is (i)

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

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

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

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17 “Master Agreement” has the meaning specified in the definition of “Swap Contract”.

18 “Maturity Date” means the Commitment Termination Date.

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

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

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

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

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

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

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

33 “One Month LIBOR” means the ICE Benchmark Administration Settlement Rate
34 applicable to Dollars for a period of one (1) month (for the avoidance of doubt, One Month
35 LIBOR for any day shall be based on the rate appearing on Reuters LIBOR01 Page (or other

1 commercially available source providing such quotations as designated by the Agent from time
2 to time) at approximately 11:00 a.m London time two (2) Business Days prior to such day);
3 *provided* that if One Month LIBOR shall be less than zero, such rate shall be deemed to be zero
4 for purposes of this Agreement.

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

11 "Other Taxes" means all present or future stamp, court or documentary, intangible,
12 recording, filing or similar Taxes that arise from any payment made under, from the execution,
13 delivery, performance, enforcement or registration of, from the receipt or perfection of a security
14 interest under, or otherwise with respect to, any Loan Document, except any such Taxes that are
15 Other Connection Taxes imposed with respect to an assignment.

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

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

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

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

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

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

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

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

30 "Pro Rata Share" means, in respect of any Lender as of the date of any determination, the
31 proportion which such Lender's Loans Outstanding bear to the total amount of Loans
32 Outstanding.

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

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[REDACTED]

29 “Recipient” means the Agent and any Lender.

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

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

33 “Regulatory Change” means, with respect to any Lender, any change after the Effective
34 Date in Federal, state or foreign law or regulations (including, without limitation, Regulation D)
35 or the adoption, making or change in after such date of any interpretation, directive or request

1 applying to a class of banks including such Lender of or under any Federal, state or foreign law
2 or regulations (whether or not having the force of law and whether or not the failure to comply
3 therewith would be unlawful) by any court or governmental or monetary authority charged with
4 the interpretation or administration thereof.

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

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

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

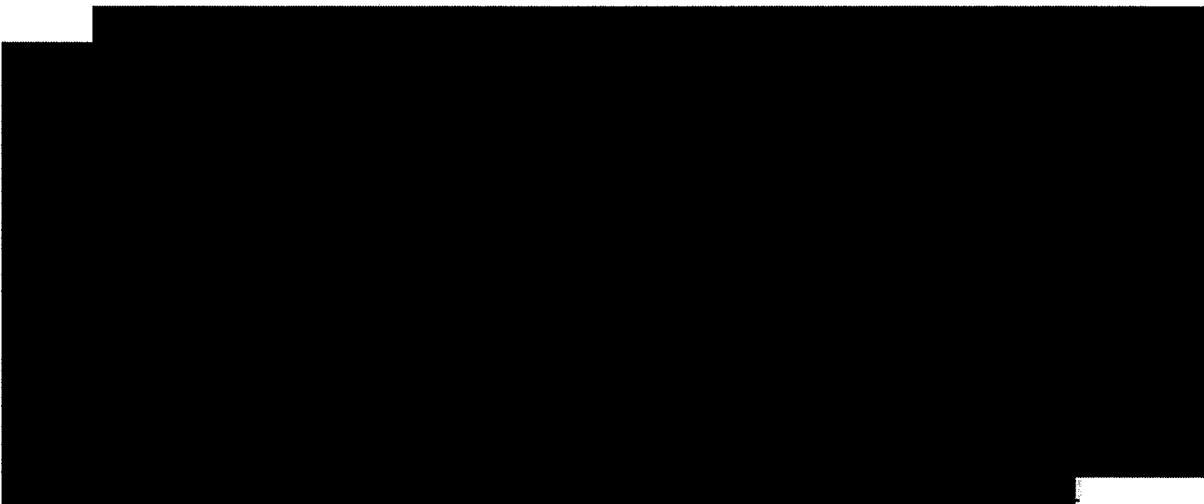
15 “Resignation Effective Date” has the meaning specified in *Section 9.07(a)*.

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

20 “Standard & Poor’s” means S&P Global Ratings.

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

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13 [REDACTED]

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

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

24 [REDACTED]
25 [REDACTED]
26 [REDACTED]
27 [REDACTED]
28 [REDACTED]
29 [REDACTED]
30 [REDACTED]
31 [REDACTED]
32 [REDACTED]

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

34 "U.S. Person" means any Person that is a "United States Person" as defined in Section
35 7701(a)(30) of the Code.

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

38 [REDACTED]
39 [REDACTED]
40 [REDACTED]

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“Withholding Agent” means the Borrower and the Agent.

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

Section 1.02. Rules of Interpretation.

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

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

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

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

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

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

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

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

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

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

7
8 **ARTICLE 2 - LOANS.**

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

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

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

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

27 (c) Each of the Lenders shall, not later than noon, New York, New York time,
28 on each Borrowing Date, make immediately available funds in Dollars in the amount of such
29 Lender's Loan available to the Agent at the office of the Agent, by wire transfer at its address set
30 forth on *Schedule I*. After the Agent's receipt of such funds and upon fulfillment of the
31 applicable conditions set forth in *Section 7.02*, the Agent will make such funds available to the
32 Borrower by crediting the Borrower's designated account in accordance with the wire
33 instructions included in the Borrowing Notice.

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

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

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

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

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

31 Section 2.03. Evidence of Indebtedness and Note.

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

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

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

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

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

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

15 Section 2.05. Interest.

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

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

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

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

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

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

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

1 the Base Rate, in each case until such amount shall be paid in full (after, as well as before,
2 judgment)

3 Section 2.06. Interest Rate Conversion or Continuation Options.

4 (a) The Borrower may, subject to *Section 2.07*, *Section 3.04* and *Section 3.05*,
5 elect from time to time to Convert all or any portion of any Loan to a Loan of another Type,
6 *provided* that (i) with respect to any such Conversion of all or any portion of any Eurodollar Rate
7 Loan to a Base Rate Loan, the Borrower shall give the Agent an Interest Rate Notice (or
8 telephonic notice promptly confirmed in writing) at least one (1) Business Day prior to such
9 Conversion; (ii) in the event of any Conversion of all or any portion of a Eurodollar Rate Loan
10 into a Base Rate Loan prior to the last day of the Interest Period relating to that Eurodollar Rate
11 Loan, the Borrower shall indemnify each Lender in respect of such Conversion in accordance
12 with *Section 3.09*; (iii) with respect to any such Conversion of all or any portion of a Base Rate
13 Loan to a Eurodollar Rate Loan, the Borrower shall give the Agent an Interest Rate Notice (or
14 telephonic notice promptly confirmed in writing) at least three (3) Eurodollar Business Day prior
15 to such election; and (iv) no Loan may be Converted into a Eurodollar Rate Loan when any
16 Default has occurred and is continuing. On the date on which such Conversion is being made,
17 any Lender may take such action, if any, as it deems desirable to transfer the Loan to its
18 Domestic Lending Office or its Eurodollar Lending Office, as the case may be. All or any part
19 of Loans of any Type may be Converted as specified herein; *provided* that partial Conversions
20 shall be in an aggregate principal amount of [REDACTED] or any integral multiple of [REDACTED]
21 in excess thereof. The Agent shall notify the Lenders promptly of each such Interest Rate Notice
22 made by the Borrower. Each Interest Rate Notice relating to the Conversion of all or any portion
23 of any Base Rate Loan to a Eurodollar Rate Loan shall be irrevocable by the Borrower.

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

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

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



6 Section 2.07. Computation of Interest and Fees.

7 (a) The Agent shall give prompt Notice to the Borrower of the applicable interest rate
8 determined by the Agent for the purpose of determining the interest rate under
9 Section 2.05(a)(i).

10 (b) In the event, prior to the commencement of any Interest Period relating to any
11 Eurodollar Rate Loans, any Lender (in this context, an "Affected Lender")
12 determines that (i) adequate and reasonable methods do not exist for ascertaining
13 the Eurodollar Rate that would otherwise determine the rate of interest to be
14 applicable to any Eurodollar Rate Loans or (ii) the Eurodollar Rate will not
15 adequately reflect the cost to such Affected Lender of making, funding or
16 maintaining its Eurodollar Rate Loans, during any Interest Period, such Affected
17 Lender shall forthwith give Notice of such determination (which shall be
18 conclusive and binding on the Borrower) to the Borrower and the Agent. In the
19 event that the Agent receives such notices from Affected Lenders who
20 collectively comprise the Majority Lenders, the Agent shall forthwith give Notice
21 of such fact to the Borrower and the Lenders, and as a result thereof, (x) any
22 Interest Rate Notice with respect to Eurodollar Rate Loans shall be automatically
23 withdrawn and any Interest Rate Notice shall be deemed a request for a Base Rate
24 Loan, (y) each Eurodollar Rate Loan will automatically, on the last day of the
25 then current Interest Period thereof, become a Base Rate Loan, and (z) the
26 obligations of the Lenders to make Eurodollar Rate Loans shall be suspended
27 until the Majority Lenders determine that the circumstances giving rise to such
28 suspension no longer exist, whereupon the Agent, upon the instruction of the
29 Majority Lenders, shall so notify the Borrower and the Lenders. Each Affected
30 Lender agrees that it shall forthwith give Notice of such fact to the Borrower and
31 the Agent at such time as the circumstances described in the first sentence of this
32 Section 2.07(b) no longer pertain to it.

33 (c) On the date on which the aggregate unpaid principal amount of Eurodollar Rate
34 Loans comprising any Borrowing shall be reduced, by payment or prepayment or
35 otherwise, to less than [REDACTED]^A such Loans shall automatically Convert into
36 Base Rate Loans.

37 (d) Upon the occurrence and during the continuance of any Event of Default (i) each
38 Eurodollar Rate Loan will automatically, on the last day of the then existing
39 Interest Period therefor, Convert into a Base Rate Loan and (ii) the obligation of
40 the Lenders to make, or to Convert Loans into, Eurodollar Rate Loans shall be
41 suspended.

1 Section 2.08. Commitment Reduction. The Borrower shall have the right, exercisable at
2 any time and from time to time, upon two (2) Business Days' Notice to the Agent (or telephonic
3 notice promptly confirmed in writing), to terminate in whole or reduce in part the Commitment;
4 *provided* that each partial reduction of the Commitment shall be in an amount of [REDACTED] or
5 integral multiples of [REDACTED] in excess thereof; and *provided further* that the Commitment
6 may not be reduced to any amount less than the aggregate principal amount (without duplication)
7 of all Loans and Outstanding at the time of any such reduction.

8 Section 2.09. Commitment Fee. Borrower agrees to pay to the Agent for the account of
9 each Lender a per annum Commitment Fee (the "Commitment Fee") for the period from and
10 including the Effective Date (or such later date as such Lender incurs a Commitment hereunder)
11 to but not including the earlier of the date such Lender's Commitment is terminated and the
12 Maturity Date, equal to the Applicable Commitment Fee Rate multiplied by the daily average
13 unused amount of such Lender's Commitment for such period. The Commitment Fee shall be
14 payable to the Agent for the account of each Lender (a) quarterly in arrears on the last day of
15 each March, June, September and December, commencing on December 31, 2016, and (b) on the
16 earlier of (i) the date the Commitments are terminated in full and (ii) the Maturity Date.

17 Section 2.10 Replacement of Lenders. If (i) any Lender requests compensation under
18 *Section 3.06* or *Section 3.07*, (ii) the Borrower is required to pay any additional amount to any
19 Lender or any Governmental Authority for the account of any Lender pursuant to *Section 3.10*,
20 (iii) any Lender is not able to make or maintain its Loans as a result of any event or circumstance
21 contemplated in *Section 3.05*, (iv) any Lender is a Defaulting Lender, or (v) any Lender fails to
22 consent to an election, consent, amendment, waiver or other modification to this Agreement or
23 any other Loan Document that requires consent of a greater percentage of the Lenders than the
24 Majority Lenders, and such election, consent, amendment, waiver or other modification is
25 otherwise consented to by the Majority Lenders, then the Borrower may, at its sole expense and
26 effort, upon Notice to such Lender and the Agent, require such Lender to assign and delegate,
27 without recourse (in accordance with and subject to the restrictions contained in, and consents
28 required by, *Section 10.06*), all of its interests, rights and obligations under this Agreement and
29 the related Loan Documents to an Eligible Assignee that shall assume such obligations (which
30 Eligible Assignee may be another Lender, if such Lender accepts such assignment); *provided*
31 that:

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

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

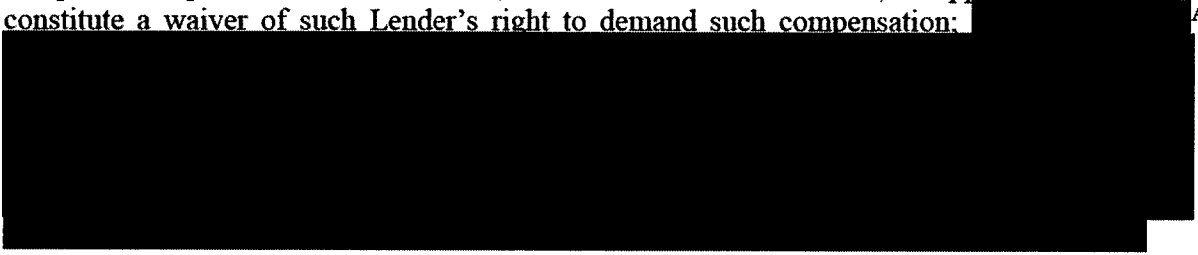
38 (c) the Borrower shall have paid to the Agent the assignment fee specified in *Section*
39 *10.06(b)*; and

40 (d) such Lender shall have received payment of an amount equal to one hundred
41 percent (100%) of the Outstanding amount of its Loans, any accrued and unpaid

1 Section 3.08. Recovery of Additional Compensation.

2 (a) Certificate. If any Lender claims any additional amounts pursuant to
3 *Section 3.06, Section 3.07 or Section 3.09*, as the case may be, it shall provide to the Agent and
4 the Borrower a certificate setting forth such additional amounts payable pursuant to *Section*
5 *3.06, Section 3.07 or Section 3.09*, as the case may be, and a reasonable explanation of such
6 amounts which are due (*provided that, without limiting the requirement that reasonable detail be*
7 *furnished, nothing herein shall require such Lender to disclose any confidential information*
8 *relating to the organization of its affairs*). Such certificate shall be conclusive, absent manifest
9 error, that such amounts are due and owing.

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

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

32 Section 3.10. Taxes.

33 (a) Payments Free of Taxes. Any and all payments by or on account of any
34 obligation of the Borrower under any Loan Document shall be made without deduction or
35 withholding for any Taxes, except as required by applicable law. If any applicable law (as
36 determined in the good faith discretion of an applicable Withholding Agent) requires the
37 deduction or withholding of any Tax from any such payment by such Withholding Agent, then
38 the applicable Withholding Agent shall be entitled to make such deduction or withholding and
39 shall timely pay the full amount deducted or withheld to the relevant Governmental Authority in
40 accordance with applicable law and, if such Tax is an Indemnified Tax, then the sum payable by
41 the Borrower shall be increased as necessary so that after such deduction or withholding has
42 been made (including such deductions and withholdings applicable to additional sums payable

1 have set aside on its books adequate reserves with respect thereto; and *provided further* that the
2 Borrower will pay all such taxes, assessments, charges, levies or claims forthwith upon the
3 commencement of proceedings to foreclose any Lien that may have attached as security therefor.

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

9 Section 5.09. Compliance with Laws, Contracts, Licenses, and Permits. The Borrower
10 will comply with (a) the laws and regulations applicable to the Borrower (including, without
11 limitation, ERISA) wherever its business is conducted, (b) the provisions of its charter
12 documents and by-laws, (c) all agreements and instruments by which it or any of its properties
13 may be bound, and (d) all decrees, orders, and judgments applicable to the Borrower, except
14 where in any such case the failure to comply with any of the foregoing would not materially
15 adversely affect the business, property or financial condition of the Borrower and its
16 Subsidiaries, taken as a whole. If at any time while any portion of the Loans or any other
17 amount hereunder or any Commitment is outstanding, any authorization, consent, approval,
18 permit or license from any officer, agency or instrumentality of any Governmental Authority
19 shall become necessary or required in order that the Borrower may fulfill any of its obligations
20 hereunder or under any other Loan Document, the Borrower will promptly take or cause to be
21 taken all reasonable steps within the power of the Borrower to obtain such authorization,
22 consent, approval, permit or license and furnish the Agent with evidence thereof.

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

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

30 Section 5.12. Maintenance of Insurance. The Borrower shall maintain insurance with
31 responsible and reputable insurance companies or associations in such amounts and covering
32 such risks as is usually carried by companies engaged in similar businesses and owning similar
33 properties in the same general areas in which the Borrower operates: *provided, however*, that the
34 Borrower may self-insure (which may include the establishment of reserves, allocation of
35 resources, establishment of credit facilities and other similar arrangements) to the same extent as
36 other companies engaged in similar businesses and owning similar properties in the same general
37 areas in which the Borrower operates and to the extent consistent with prudent business practice.

38 Section 5.13. Prohibition of Fundamental Changes. The Borrower will not consummate
39 any transaction of merger or consolidation or amalgamation, or liquidation or dissolution;
40
41

1 [REDACTED]
2 [REDACTED]
3 [REDACTED]
4 [REDACTED]
5 [REDACTED]
6 [REDACTED]
7 The Borrower will not convey, sell, lease, transfer or otherwise dispose of, in one transaction or a
8 series of transactions, all or substantially all of its business or assets, whether now owned or
9 hereafter acquired, to any other Person unless [REDACTED] A

10 [REDACTED]
11 [REDACTED]
12 [REDACTED]
13 [REDACTED]
14 [REDACTED]
15 Section 5.14. Indebtedness. The Borrower will insure that all obligations of the
16 Borrower under this Agreement and the other Loan Documents [REDACTED]
17 [REDACTED] in respect of priority of payment by the Borrower and priority of lien, charge or other
18 security in respect of assets of the Borrower [REDACTED] A
19 [REDACTED]
20 [REDACTED]
21 [REDACTED]

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

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

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

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

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

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

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

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

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

24 (ix) any other Liens or security interests (other than Liens or security
25 interests described in clauses (i) through (viii) of this *Section 5.15*), if the aggregate
26 principal amount of the indebtedness secured by all such Liens and security interests
27 (without duplication) does not exceed in the aggregate [REDACTED]^A at any one time^A
28 outstanding; [REDACTED]
29 [REDACTED]
30 [REDACTED]
31 [REDACTED]

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

33 (a) engage in any non-exempt "prohibited transaction" within the meaning of
34 §406 of ERISA or §4975 of the Code which could result in a material liability for the Borrower;
35 or

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

39 (c) fail to contribute to any Guaranteed Pension Plan sponsored by the
40 Borrower or its ERISA Affiliates to an extent which, or terminate any Guaranteed Pension Plan

1 sponsored by the Borrower or its ERISA Affiliates in a manner which, could result in the
2 imposition of a lien or encumbrance on the assets of the Borrower or any of its Subsidiaries
3 pursuant to §303(k) or §4068 of ERISA; or

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

10 Section 5.17. [REDACTED]
11 [REDACTED]
12 [REDACTED]
13 [REDACTED]
14 [REDACTED]

15 [REDACTED]
16 [REDACTED]
17 [REDACTED]

18 [REDACTED]
19 [REDACTED]
20 [REDACTED]
21 [REDACTED]

22 Section 5.18. Compliance with Anti-Corruption Laws and Anti-Terrorism Regulations.
23 The Borrower shall not:

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

29 (b) Use, directly or indirectly, the proceeds of the Loans, or lend, contribute
30 or otherwise make available such proceeds to any subsidiary, joint venture partner or other
31 Person, (x) in violation of applicable anti-corruption laws, the USA PATRIOT Act, anti-
32 terrorism laws or money laundering laws, (y) to fund any activities or business of or with any
33 Person, or in any country or territory, that, is, or whose government is, the subject of Sanctions
34 at the time of such funding, or (z) in any other manner that would result in a violation of
35 Sanctions by any Person (including any Person participating in the Loans, whether as
36 underwriter, advisor, investor, or otherwise).

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

1 such counterpart originals or certified or other copies of such documents as the Agent may
2 reasonably request.

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

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

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

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

18 **ARTICLE 7 - EVENTS OF DEFAULT, ACCELERATION, ETC.**

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

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

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

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

36 (d) any representation or warranty of the Borrower in this Agreement or any
37 of the other Loan Documents or in any other document or instrument delivered pursuant to or in

1 connection with this Agreement shall prove to have been false in any material respect upon the
2 date when made or deemed to have been made by the terms of this Agreement; or

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

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

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

33 (h) there shall remain in force, undischarged, unsatisfied and unstayed, for
34 more than thirty (30) days, whether or not consecutive, any final judgment against the Borrower
35 that, with other then undischarged, unsatisfied and unstayed, outstanding final judgments
36 against the Borrower exceeds in the aggregate [REDACTED] or

37 (i) if any of the Loan Documents shall be canceled, terminated, revoked or
38 rescinded by the Borrower otherwise than in accordance with the terms thereof or with the
39 express prior written agreement, consent or approval of all Lenders, or any action at law, suit or
40 in equity or other legal proceeding to cancel, revoke or rescind any of the Loan Documents shall
41 be commenced by or on behalf of the Borrower, any of its stockholders, or any court or any
42 other Governmental Authority of competent jurisdiction shall make a determination that, or

1 issue a judgment, order, decree or ruling to the effect that, any one or more of the Loan
2 Documents is illegal, invalid or unenforceable in accordance with the terms thereof; or

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

20 [REDACTED] or

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

24 Section 7.02. Lenders' Remedies. Upon the occurrence of any Event of Default, for so
25 long as same is continuing, the Agent shall, at the request of, or may, with the consent of, the
26 Majority Lenders, by Notice to Borrower (an "Acceleration Notice"):

- 27 (i) immediately terminate the Commitments of each Lender; and/or
28 (ii) declare all amounts owing with respect to this Agreement and all Notes, if any, as
29 have been issued hereunder to be, and they, shall thereupon forthwith become,
30 immediately due and payable without presentment, demand, protest or other
31 notice of any kind, all of which are hereby expressly waived by the Borrower;

32 *provided* that in the event of any Event of Default specified in Section 7.01(f) or Section 7.01(g),
33 the Commitments of each Lender hereunder shall automatically terminate and all amounts owing
34 with respect to this Agreement and all Notes, if any, as have been issued hereunder, shall become
35 immediately due and payable automatically and without any requirement of an Acceleration
36 Notice from Agent or any Lender.

37 **ARTICLE 8 - SHARING.**

38 Section 8.01. Sharing Among Lenders. If any Lender shall obtain from the Borrower
39 any payment of any principal of or interest on any Loan owing to it or payment of any other

1 amount under this Agreement or any other Loan Document through the exercise of any right of
2 set-off, banker's lien or counterclaim or similar right or otherwise (other than from the Agent as
3 provided herein and other than amounts owing to such Lender pursuant to *Sections 3.06, 3.07,*
4 *3.09, 3.10, 10.03 or 10.04*), and, as a result of such payment, such Lender shall have received a
5 greater percentage of the principal of or interest on the Loans or such other amounts then due
6 hereunder or thereunder by the Borrower to such Lender than the percentage received by any
7 other Lender, it shall promptly purchase from such other Lenders a participation in (or, if and to
8 the extent specified by such Lender, a direct interest in) the Loans or such other amounts,
9 respectively, owing to such other Lenders (or in interest due thereon, as the case may be) in such
10 amounts, and make such other adjustments from time to time as shall be equitable, to the end that
11 all the Lenders shall share the benefit of such excess payment (net of any expenses that may be
12 incurred by such Lender in obtaining or preserving such excess payment) pro rata in accordance
13 with the unpaid principal of and/or interest on the Loans or such other amounts, respectively,
14 owing to each of the Lenders; *provided that*, for the purpose of calculating any Lender's Pro Rata
15 Share of any payment hereunder, payments to each such Lender shall include any amounts set
16 off by the Borrower against such Lender pursuant to *Section 8.02*.

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

25 ARTICLE 9 - AGENT.

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

38 Section 9.02. Rights as a Lender. The Person serving as the Agent hereunder shall have
39 the same rights and powers when acting in its capacity as a Lender as any other Lender, and may
40 exercise such rights and powers as though it were not the Agent, and the term "Lender" and
41 "Lenders" shall, unless otherwise expressly indicated or unless the context otherwise requires,
42 include the Person serving as the Agent hereunder in its individual capacity. Such Person and its
43 affiliates may accept deposits from, lend money to, own securities of, act as the financial advisor

1 any time other than during normal business hours will be deemed to be given and received by the
2 receiving Party on the next Business Day thereafter:

3 (i) if to the Borrower, at 700 Universe Boulevard, Juno Beach, Florida 33408-8801,
4 Attention: Treasurer (and for purposes of Notices which can be provided, or
5 confirmed, telephonically or by facsimile as specified in *Article 2*, Telephone No.
6 (561) 694-6204, Facsimile No. (561) 694-3707), or at such other address for
7 Notice as the Borrower shall last have furnished in writing to the Person giving
8 the Notice;

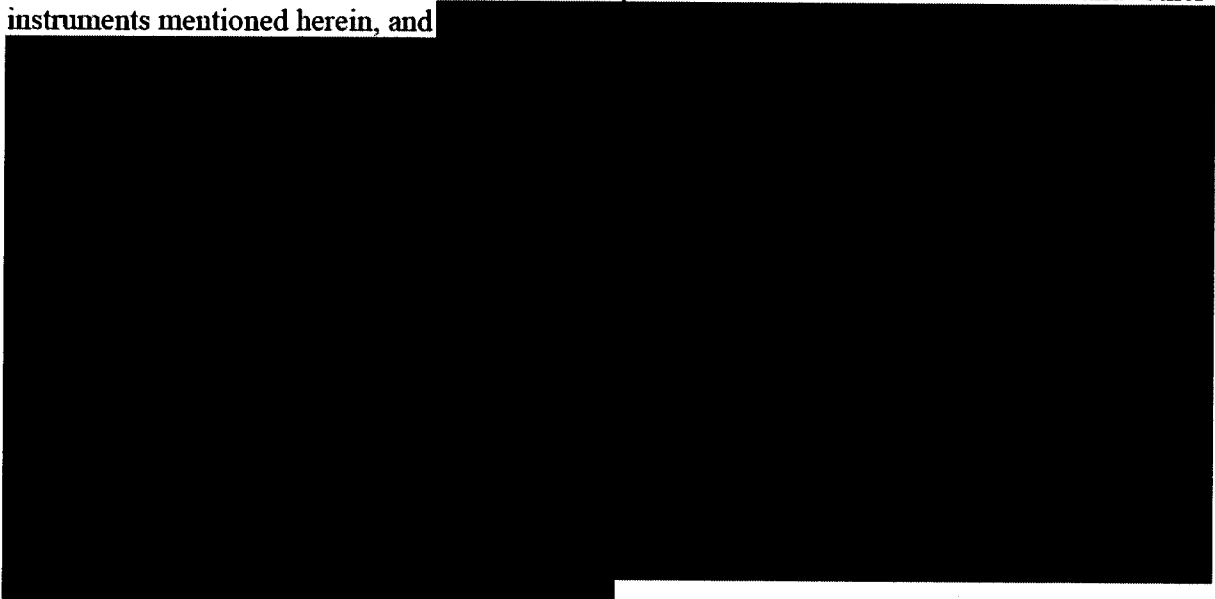
9 (ii) if to the Agent, at [REDACTED]^A
10 [REDACTED]^A Attention: [REDACTED] (and for purposes of Notices which can be
11 provided, or confirmed, telephonically or by facsimile as specified in *Article 2*,
12 Telephone No. [REDACTED]^A, Facsimile No. [REDACTED]^B Email:
13 [REDACTED]^C or such other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

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

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

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

11 Section 10.03. Expenses. The Borrower agrees to pay promptly following receipt of
12 written invoices describing in reasonable detail (a) the reasonable fees, expenses and
13 disbursements of the Agent's external counsel incurred in connection with the administration or
14 interpretation of the Loan Documents and other instruments mentioned herein, the negotiation of
15 this Agreement and the closing hereunder, and amendments, modifications, approvals, consents
16 or waivers hereto or hereunder, (b) the reasonable fees, expenses and disbursements of the Agent
17 in connection with the administration or interpretation of the Loan Documents and other
18 instruments mentioned herein, and



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35 Section 10.04. Indemnification. The Borrower agrees to indemnify and hold harmless
36 the Agent, the Lenders and their respective officers, affiliates, directors, employees, agents and
37 advisors (each, an "Indemnitee") from and against any and all claims, actions and suits by a third
38 party (which third party may, for these purposes, include the Agent or a Lender) (collectively,
39 "Actions"), whether groundless or otherwise, and from and against any and all liabilities, losses,
40 damages and expenses payable by any Indemnitee to any third party (which third party may, for
41 these purposes, include the Agent or a Lender) (collectively, "Liabilities") of every nature and
42 character incurred by or awarded against any such Indemnitee (including the reasonable fees and
43 expenses of counsel), in each case arising out of this Agreement or any of the other Loan
44 Documents or the transactions contemplated hereby including, without limitation, (a) any actual
45 or proposed use by the Borrower of the proceeds of the Loans, or (b) the Borrower entering into

1 or performing this Agreement or any of the other Loan Documents; *provided* that the liabilities,
2 losses, damages and expenses indemnified pursuant to this *Section 10.04* shall not include any
3 liabilities, losses, damages and expenses in respect of any taxes, levies, imposts, deductions,
4 charges or withholdings, indemnification for which is provided on the basis, and to the extent,
5 specified in *Section 3.09*; and *provided further*, that such indemnity shall not be available as to
6 any Indemnitee, to the extent that such liabilities, losses, damages and expenses arise out of the
7 gross negligence, bad faith or willful misconduct of such Indemnitee or any of its Related
8 Parties. In the event that an Indemnitee shall become subject to any Action or Liability with
9 respect to any matter for which indemnification may apply pursuant to this *Section 10.04* (an
10 "Indemnity Claim"), such Indemnitee shall give Notice of such Indemnity Claim to the Borrower
11 by telephone at (561) 694-6204 and also in accordance with the written Notice requirements in
12 *Section 10.02*. Such Indemnitee may retain counsel and conduct the defense of such Indemnity
13 Claim, as it may in its sole discretion deem proper, at the sole cost and expense of the Borrower.
14 So long as no Default shall have occurred and be continuing hereunder, no Indemnitee shall
15 compromise or settle any claim without the prior written consent of the Borrower, which consent
16 shall not unreasonably be withheld or delayed (*provided* that the Borrower shall only be
17 responsible for the reasonable fees and expenses of one counsel for all Indemnitees taken as a
18 whole unless any actual or potential conflict of interest between such Indemnitees makes it
19 inappropriate for one counsel to represent all such Indemnitees, in which event the Borrower
20 shall be responsible for the reasonable fees and expenses of one additional counsel for each
21 group of affected Indemnitees similarly situated taken as a whole).

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

36 Section 10.05. Survival of Covenants. All covenants, agreements representations and
37 warranties made herein, in the Notes, in any of the other Loan Documents or in any documents
38 or other papers delivered by or on behalf of the Borrower pursuant hereto shall be deemed to
39 have been relied upon by the Agent and the Lenders, notwithstanding any investigation
40 heretofore or hereafter made by any of them, and shall survive the making by the Lenders of the
41 Loans, as herein contemplated, and shall continue in full force and effect so long as any amount
42 due under this Agreement, the Notes, or any of the other Loan Documents remains outstanding.
43 All statements contained in any certificate or other paper delivered to the Agent or any Lender at
44 any time by or on behalf of the Borrower pursuant hereto or in connection with the transactions
45 contemplated hereby shall constitute representations and warranties by the Borrower hereunder.
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4 Section 10.06. Assignment and Participations.

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

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

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

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

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

37 (A) the consent of the Borrower (such consent not to be
38 unreasonably withheld or delayed) shall be required unless
39 (x) an Event of Default has occurred and is continuing at
40 the time of such assignment, or (y) such assignment is to a

1 Lender or an affiliate of a Lender which is majority-owned
2 and controlled by such Lender or any corporation
3 controlling such Lender; and

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

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

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

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

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

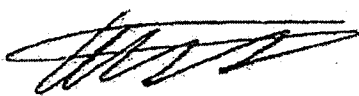
40 Subject to acceptance and recording thereof by the Agent pursuant to *Section 10.06(c)*,
41 from and after the effective date specified in each Assignment and Assumption

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

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

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By: 
Name: Aldo Portales
Title: Assistant Treasurer

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[Redacted] ^A
as Administrative
Agent and Lender

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By: [Redacted]
Name: [Redacted] ^A
Title: [Redacted] ^A

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STATE OF [Redacted] ^A)
COUNTY OF [Redacted] ^A) ss.

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

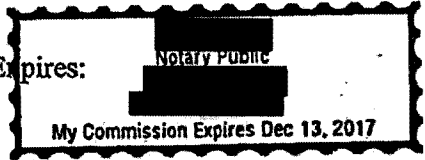
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IN WITNESS WHEREOF, I have hereto set my hand and official seal at [Redacted] this 29th day of November 2016.

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[Redacted]
Notary Public

My Commission Expires:



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By: [Redacted]
Name: [Redacted] ^A
Title: [Redacted]

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**SCHEDULE I
TO REVOLVING CREDIT AGREEMENT
LENDER**

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|--|---------------------|
| <p>[REDACTED]</p> <p><u>Lending Office and Address for Notices for all Loans:</u></p> <p>[REDACTED]</p> <p>Attn: [REDACTED] A Telephone: [REDACTED] A Facsimile: [REDACTED] A Email: [REDACTED]</p> <p>With copies to:</p> <p>[REDACTED]</p> <p>Attn: [REDACTED] A Telephone: [REDACTED] A Facsimile: [REDACTED] A Email: [REDACTED] A</p> | <p>\$75,000,000</p> |
|--|---------------------|

1 EXHIBIT A TO AGREEMENT

2 [Form of Borrowing Notice]

3
4 BORROWING NOTICE

5
6 [•], 2016

7
8 [REDACTED]
9 Attn: [REDACTED] A
10 Telephone: [REDACTED] A
11 Facsimile: [REDACTED]
12 Email: [REDACTED] A

13
14 With copies to:

15
16 [REDACTED]
17 Attn: [REDACTED]
18 Telephone: [REDACTED]
19 Facsimile: [REDACTED]
20 Email: [REDACTED]

21
22 Ladies and Gentlemen:

23 The undersigned, FLORIDA POWER & LIGHT COMPANY, a Florida corporation (the
24 "Borrower"), refers to the Revolving Credit Agreement, dated as of November 30, 2016 (as
25 amended or modified from time to time, the "Loan Agreement", the terms defined therein being
26 used herein as therein defined), among the undersigned, the Lenders party thereto and [REDACTED]
27 [REDACTED] as Administrative Agent (the "Agent") and Lender, and hereby requests a borrowing of a
28 Loan under the Agreement, and in that connection sets forth below the information relating to the
29 borrowing (the "Proposed Borrowing") as required by *Section 2.02(a)* of the Loan Agreement.

- 30 (i) The Business Day of the Proposed Borrowing is _____, ____.
- 31 (ii) The Proposed Borrowing is a Eurodollar Rate Loan with an initial Interest Period
32 of _____.
- 33 (iii) The aggregate amount of the Proposed Borrowing is US\$ _____.

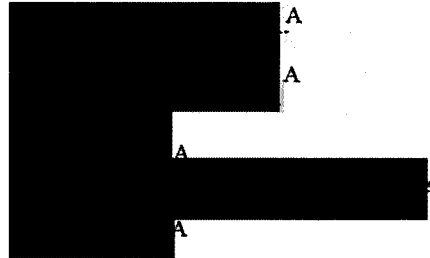
34 The undersigned hereby certifies that the following statements are true on the date hereof,
35 and will be true on the date of the Proposed Borrowing:

- 36 (A) No Default shall have occurred and be continuing or will occur upon the making
37 of the Proposed Borrowing, and

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

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

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



[SIGNATURE APPEARS ON THE FOLLOWING PAGE]

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Very truly yours,

**FLORIDA POWER & LIGHT
COMPANY**

By: _____
Name:
Title:

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EXHIBIT B TO AGREEMENT

[Form of Note]

NOTE

\$75,000,000

Dated: November 30, 2016

FOR VALUE RECEIVED, the undersigned, FLORIDA POWER & LIGHT COMPANY, a Florida corporation (hereinafter, together with its successors in title and assigns, called the "Borrower"), by this promissory note (hereinafter called "**this Note**"), absolutely and unconditionally promises to pay to the order of ██████████ (hereinafter, together with its successors in title and permitted assigns, called the "**Lender**"), the principal sum of SEVENTY FIVE MILLION DOLLARS AND NO/100 DOLLARS (\$75,000,000), or the aggregate unpaid principal amount of the Loan evidenced by this Note made by Lender to Borrower pursuant to the Agreement (as hereinafter defined), whichever is less, on the Maturity Date (as defined in the Agreement), and to pay interest on the principal sum outstanding hereunder from time to time from the Effective Date until the said principal sum or the unpaid portion thereof shall have been paid in full.

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

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

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

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

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

4 This Note is made and delivered by the Borrower to the Lender pursuant to that certain
5 Revolving Credit Agreement, dated as of [•], 2016, by among the Borrower, the lenders party
6 thereto, and [REDACTED], as Administrative Agent and Lender (such agreement, as originally
7 executed, or, if varied or supplemented or amended and restated from time to time hereafter, as
8 so varied or supplemented or amended and restated, called the "Agreement"). This Note
9 evidences the obligations of Borrower (a) to repay the principal amount of the Loans made by
10 Lender to Borrower under the Agreement, (b) to pay interest, as provided in the Agreement on
11 the principal amount hereof remaining unpaid from time to time, and (c) to pay other amounts
12 which may become due and payable hereunder as provided herein and in the Agreement.

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

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

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

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

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

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

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4 **FLORIDA POWER & LIGHT**
5 **COMPANY**
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9 By: _____
10 Name:
11 Title:
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EXHIBIT C TO AGREEMENT

[Form of Interest Rate Notice]

INTEREST RATE NOTICE

[Date]

[Redacted]

Attn: [Redacted]
Telephone: [Redacted]
Facsimile: [Redacted]
Email: [Redacted]

With copies to:

[Redacted]

Attn: [Redacted]
Telephone: [Redacted]
Facsimile: [Redacted]
Email: [Redacted]

Ladies and Gentlemen:

Pursuant to *Section 2.06* of that certain Revolving Credit Agreement, dated as of November 30, 2016 (as amended or modified from time to time, the "Loan Agreement", the terms defined therein being used herein as therein defined), among the undersigned, the Lenders party thereto and [Redacted] as Administrative Agent and Lender, the Borrower hereby gives you irrevocable notice of its request to Convert the Loan(s) and/or Interest Periods currently under effect under the Loan Agreement as follows *[select from the following as applicable]*:

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

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

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Very truly yours,

**FLORIDA POWER & LIGHT
COMPANY**

By: _____

Name:

Title:

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

3
4 **FLORIDA POWER & LIGHT**
5 **COMPANY**
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9 By: _____

10 Name:

11 Title:
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1 **EXHIBIT E TO AGREEMENT**

2 **[Form of Opinion of Borrower's Counsel]**

3
4 November 30, 2016
5

6 [REDACTED]
7 Attn: [REDACTED]

8 Telephone: [REDACTED]

9 Facsimile: [REDACTED]

10 Email: [REDACTED]
11

12 With copies to:

13 [REDACTED]
14 [REDACTED]
15 Attn: [REDACTED]

16 Telephone [REDACTED]

17 Facsimile: [REDACTED]

18 Email: [REDACTED]
19
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21 Re: Florida Power & Light Company \$75,000,000 Revolving Credit Agreement

22 Ladies and Gentlemen:

23 This opinion is furnished to you pursuant to Section 6.01(e) of that certain Revolving
24 Credit Agreement, dated as of November 30, 2016 (the "**Agreement**"), between Florida Power
25 & Light Company, a Florida corporation ("**Borrower**"), the Lenders party thereto from time to
26 time, and [REDACTED] as Administrative Agent (the "**Agent**") and as **Lender**. This opinion is
27 furnished to you at the request of Borrower. Capitalized terms defined in the Agreement and not
28 otherwise defined herein have the meanings set forth therein.

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

31 We have made such examinations of the federal law of the United States and of the laws
32 of the State of Florida and the State of New York as we have deemed relevant for purposes of
33 this opinion, and solely for the purposes of the opinions in paragraph 6, the Public Utility
34 Holding Company Act of 2005 and the Federal Power Act (the Public Utility Holding Company
35 Act of 2005 and the Federal Power Act and the rules and regulations issued thereunder being
36 referred to herein as the "**Applicable Energy Laws**"), and have not made any independent
37 review of the law of any other state or other jurisdiction: provided however we have made no
38 investigation as to, and we express no opinion with respect to, any federal securities laws or the
39 blue sky laws of any state, any state or federal tax laws, or any matters relating to the Applicable

EXHIBIT F-1

U.S. TAX COMPLIANCE CERTIFICATE

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

Reference is hereby made to that certain Revolving Credit Agreement, dated as of November __, 2016 (the "Loan Agreement"), between Florida Power & Light Company (as the "Borrower"), the Lenders party thereto and [REDACTED],^A as Administrative Agent and Lender (the "Agent").

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

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

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

[NAME OF LENDER]

By: _____

Name:

Title:

Date: _____, 20[]

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

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

Reference is hereby made to that certain Revolving Credit Agreement, dated as of November __, 2016 (the "Loan Agreement"), between Florida Power & Light Company (as the "Borrower"), the Lenders party thereto and [REDACTED],^A as Administrative Agent and Lender (the "Agent").

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

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

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

[NAME OF PARTICIPANT]

By: _____

Name:

Title:

Date: _____, 20[]

1 **EXHIBIT F-3**
2 **U.S. TAX COMPLIANCE CERTIFICATE**

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

4 Reference is hereby made to that certain Revolving Credit Agreement, dated as of
5 November __, 2016 (the "Loan Agreement"), between Florida Power & Light Company (as
6 the "Borrower"), the Lenders party thereto and [REDACTED]^A, as Administrative Agent and
7 Lender (the "Agent").

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

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

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

30 [NAME OF PARTICIPANT]
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34 By: _____

35 Name:

36 Title:

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39 Date: _____, 20[]

EXHIBIT F-4
U.S. TAX COMPLIANCE CERTIFICATE

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

Reference is hereby made to that certain Revolving Credit Agreement, dated as of November __, 2016 (the "Loan Agreement"), between Florida Power & Light Company (as the "Borrower"), the Lenders party thereto and [REDACTED]^A, as Administrative Agent and Lender (the "Agent").

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

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

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

[NAME OF LENDER]

By: _____

Name:

Title:

Date: _____, 20[]

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EXHIBIT G
FORM OF ASSIGNMENT AND ASSUMPTION AGREEMENT

* * *

ASSIGNMENT AND ASSUMPTION AGREEMENT

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

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

1. **Assignor:** _____
2. **Assignee:** _____ [*and is an affiliate of Assignor*] [*and is a Lender*] [*and is an affiliate of a Lender*]¹
3. **Borrower:** Florida Power & Light Company
4. **Administrative Agent:** [REDACTED]^A as administrative agent under the **Loan Agreement:** Revolving Credit Agreement, dated as of [•], 2016, among the Borrower the lenders party thereto from time to time, and the Administrative Agent

¹ Select as applicable.

1 [Consented to and]³ Accepted:

2 ,

3 as Administrative Agent

4

5

6 By: _____

7 Name:

8 Title:

9

10

11 [Consented to:

12 FLORIDA POWER & LIGHT COMPANY

13

14

15 By: _____

16 Name:

17 Title:]⁴

EXECUTION VERSION

REVOLVING CREDIT AGREEMENT

\$25,000,000 REVOLVING CREDIT FACILITY

BETWEEN

FLORIDA POWER & LIGHT COMPANY, AS BORROWER

AND

[REDACTED]
AS LENDER AND ADMINISTRATIVE AGENT

DATED AS OF DECEMBER 20, 2016

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

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

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

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



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

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

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

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

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

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

29 “Change in Law” means the occurrence, after the Effective Date, of any of the following:
30 (a) the adoption or taking effect of any law, rule, regulation or treaty, (b) any change in any law,
31 rule, regulation or treaty or in the administration, interpretation, implementation or application
32 thereof by any Governmental Authority or (c) the making or issuance of any request, rule,
33 guideline or directive (whether or not having the force of law) by any Governmental Authority;
34 *provided* that notwithstanding anything herein to the contrary, for the purposes of the increased
35 cost provisions in *Section 3.06* or *Section 3.07*, any changes with respect to capital adequacy or
36 liquidity which result from (i) all requests, rules, guidelines or directives under or issued in
37 connection with the Dodd-Frank Wall Street Reform and Consumer Protection Act (the

1 “Dodd-Frank Act”) and (ii) all requests, rules, guidelines or directives promulgated by the Bank
2 for International Settlements, the Basel Committee on Banking Supervision (or any successor or
3 similar authority) or the United States of America or foreign regulatory authorities, in each case
4 pursuant to “Basel III” (meaning the comprehensive set of reform measures developed (and
5 designated as “Basel III” in September 2010) by the Basel Committee on Banking Supervision,
6 to strengthen the regulation, supervision and risk management of the banking sector), shall in
7 each case be deemed to be a “Change in Law” as to which the affected Lender is entitled to
8 compensation to the extent such request, rule, guideline or directive is either (1) enacted,
9 adopted or issued after the Effective Date (but regardless of the date the applicable provision of
10 the Dodd-Frank Act or Basel III to which such request, rule, guideline or directive relates was
11 enacted, adopted or issued) or (2) enacted, adopted or issued prior to the Effective Date but either
12 (A) does not require compliance therewith, or (B) which is not fully implemented until after the
13 Effective Date and which entails increased cost related thereto that cannot be reasonably
14 determined as of the Effective Date.

15 [REDACTED]

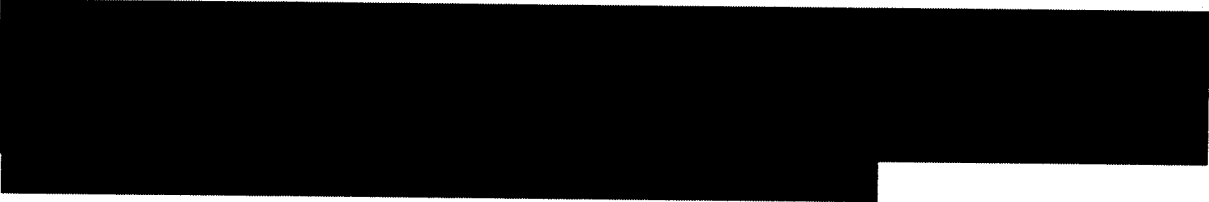
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“Code” means the Internal Revenue Code of 1986, as amended from time to time, and the regulations promulgated and rulings issued thereunder.

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

“Commitments” means the aggregate Commitments of the several Lenders.

“Commitment Fee” has the meaning given such term in Section 2.09.



“Commitment Termination Date” means the earlier of (a) December 20, 2019, and (b) the date of termination in whole of the Commitments pursuant to Section 2.08 or Article 7.

“Communications” has the meaning specified in Section 10.02(b).

“Communications Notice” has the meaning specified in Section 10.02(c).

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

“Conversion Date” means the date on which all or any portion of any Loan is Converted or continued in accordance with Section 2.06.

“date of this Agreement” and “date hereof” means December 20, 2016.

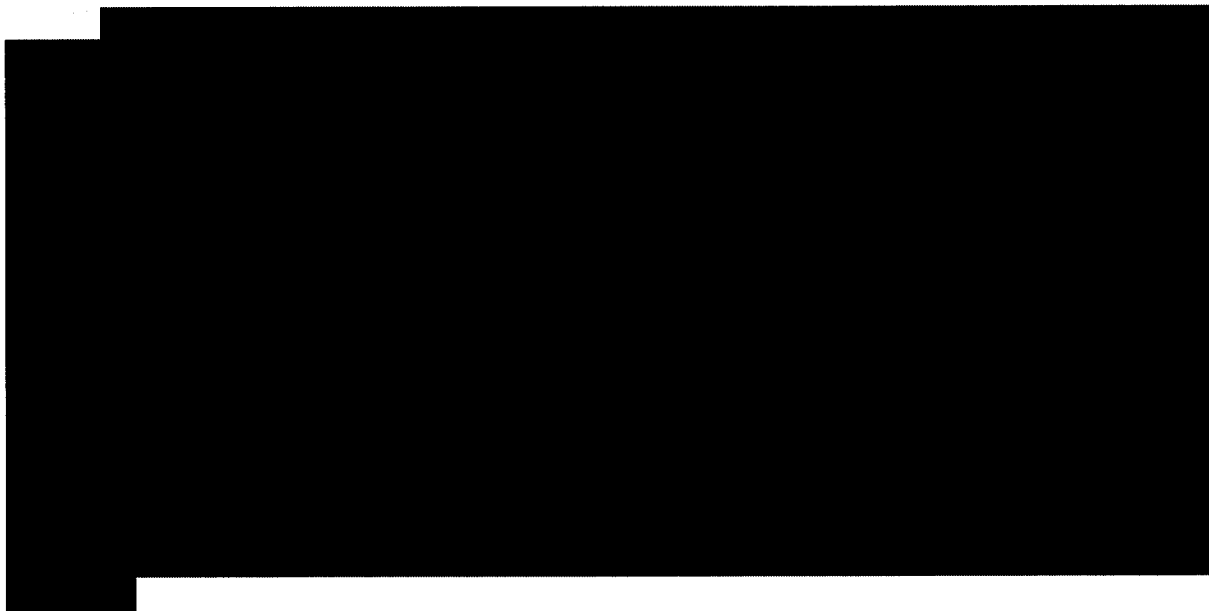
“Default” means an Event of Default, or an event that with notice or lapse of time or both would become an Event of Default, or the filing in any court of competent jurisdiction of any petition or application or the commencement of any case or other proceeding referred to in Section 7.01(g) so long as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

“Defaulting Lender” means, subject to Section 3.11(b), any Lender that (a) fails to (i) fund all or any portion of its Loans within two (2) Business Days of the date such Loans were required to be funded hereunder unless such Lender notifies the Agent and the Borrower in writing that such failure is the result of such Lender’s determination that one or more conditions precedent to funding (each of which conditions precedent, together with any applicable default, shall be specifically identified in such writing) has not been satisfied, or (ii) pay to the Agent, or

1 “Effective Date” means the date on which all of the conditions precedent set forth in
2 Section 6.01 have been satisfied or waived, which is December 20, 2016.

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

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



30 “ERISA” means the Employee Retirement Income Security Act of 1974, as amended,
31 and the regulations promulgated thereunder.

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

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

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

39 “Eurocurrency Reserve Rate” means, for any Interest Period for any Eurodollar Rate
40 Loan, the average maximum rate at which reserves (including, without limitation, any marginal,

1 supplemental or emergency reserves) are required to be maintained during such Interest Period
2 under Regulation D by member banks of the Federal Reserve System in New York City with
3 deposits against "Eurocurrency liabilities" (as such term is used in Regulation D) in effect two
4 (2) Eurodollar Business Days before the first day of such Interest Period. Without limiting the
5 effect of the foregoing, the Eurocurrency Reserve Rate shall include any other reserves required
6 to be maintained by such member banks by reason of any Regulatory Change with respect to (i)
7 any category of liabilities that includes deposits by reference to which the Eurodollar Rate is to
8 be determined as provided in the definition of "Eurodollar Rate" in this *Section 1.01* or (ii) any
9 category of extensions of credit or other assets that includes Eurodollar Rate Loans.

10 "Eurodollar Business Day" means any Business Day on which commercial banks are
11 open for international business (including dealings in Dollar deposits) in London.

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

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

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

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

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

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

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

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

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

16 "Federal Funds Rate" means, for any day, a fluctuating interest rate per annum equal for
17 each day during such period to the rate published for such day (or, if such day is not a Business
18 Day, for the next preceding Business Day) by the Federal Reserve Bank of New York for
19 overnight Federal funds transactions with members of the Federal Reserve System, or, if such
20 rate is not so published for any day that is a Business Day, the quotation for such day on such
21 transactions received by the Agent from a Federal funds broker of recognized standing selected
22 by it; *provided* that if the Federal Funds Rate shall be less than zero, such rate shall be deemed to
23 be zero for the purposes of this Agreement.

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

25 "First Mortgage" means Borrower's Mortgage and Deed of Trust, dated as of January 1,
26 1944, as supplemented and amended from time to time.

27 "Fitch" means Fitch Ratings.

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

29 "FPSC Financing Order" means the Final Order Granting the Borrower Approval for
30 Authority to Issue and Sell Securities issued by the Florida Public Service Commission on
31 November 21, 2016, as Order No. PSC-16-0518-FOF-EI, and each successive order of the
32 Florida Public Service Commission granting authority to the Borrower to issue and sell
33 securities, as applicable.

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**Term Loan #7:
December 2016 Revolving Credit
Agreement
(Exhibit 1 (o))
Page 15 of 102
IS CONFIDENTIAL IN
ITS ENTIRETY**

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

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

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

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

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

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

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

24 “Initial Lenders” means those Lenders listed on *Schedule I* as of the Effective Date.

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

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

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

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

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

16 “Maturity Date” means the Commitment Termination Date.

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

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

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

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

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

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

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

31 “One Month LIBOR” means the ICE Benchmark Administration Settlement Rate
32 applicable to Dollars for a period of one (1) month (for the avoidance of doubt, One Month
33 LIBOR for any day shall be based on the rate appearing on Reuters LIBOR01 Page (or other
34 commercially available source providing such quotations as designated by the Agent from time
35 to time) at approximately 11:00 a.m London time two (2) Business Days prior to such day);

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

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

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

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

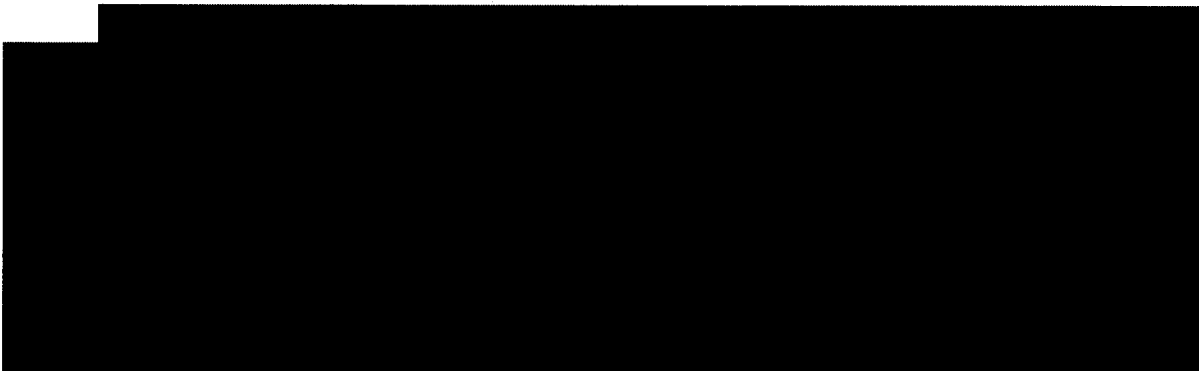
14 “Requirement of Law” means, as to any Person, the certificate of incorporation and by-
15 laws or other organizational or governing documents of such Person, if any, and any law
16 (including common law), statute, ordinance, treaty, rule, regulation, order, decree, judgment,
17 writ, injunction, settlement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

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

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

25 “Standard & Poor’s” means S&P Global Ratings.

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



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[REDACTED]

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[REDACTED]

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

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[REDACTED]

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

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

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



8 “Withholding Agent” means the Borrower and the Agent.

9 “Write-Down and Conversion Powers” means, with respect to any EEA Resolution
10 Authority, the write-down and conversion powers of such EEA Resolution Authority from time
11 to time under the Bail-In Legislation for the applicable EEA Member Country, which write-
12 down and conversion powers are described in the EU Bail-In Legislation Schedule.

13 Section 1.02. Rules of Interpretation.

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

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

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

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

23 (e) The words “include,” “includes” and “including” are not limiting.

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

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

30 (h) Loans hereunder are distinguished by “Type”. The Type of a Loan refers
31 to whether the Loan is a Base Rate Loan or a Eurodollar Rate Loan, each of which constitutes a
32 Type.

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

1 (d) Any notice delivered or given by the Borrower to the Agent as provided in
2 this *Section 2.02* shall be irrevocable and binding upon the Borrower upon receipt by the Agent.
3 Each Borrowing shall be in the principal amount of [REDACTED] or any
4 integral multiple of [REDACTED] in excess thereof. In no event shall the
5 Borrower select Interest Periods and Types of Loans which would have the result that there shall
6 be more than six (6) different Interest Periods for Loans outstanding at the same time (for which
7 purpose Interest Periods for Loans of different Types shall be deemed to be different Interest
8 Periods even if the Interest Periods begin and end on the same dates).

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

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

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

37 **Section 2.03. Evidence of Indebtedness and Note.**

38 (a) The Loans made by each Lender shall be evidenced by one or more
39 accounts or records maintained by such Lender and by the Agent in the ordinary course of
40 business. The accounts or records maintained by the Agent and each Lender shall be conclusive
41 absent manifest error. Any failure to so record or any error in doing so shall not, however, limit
42 or otherwise affect the obligation of the Borrower hereunder to pay any amount owing with

1 respect to its obligations hereunder. In the event of any conflict between the accounts and
2 records maintained by any Lender and the accounts and records of the Agent in respect of such
3 matters, the accounts and records of the Agent shall control in the absence of manifest error.

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

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

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

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

20 Section 2.05. Interest.

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

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

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

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

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

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

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

8 Section 2.06. Interest Rate Conversion or Continuation Options.

9 (a) The Borrower may, subject to *Section 2.07*, *Section 3.04* and *Section 3.05*,
10 elect from time to time to Convert all or any portion of any Loan to a Loan of another Type,
11 provided that (i) with respect to any such Conversion of all or any portion of any Eurodollar Rate
12 Loan to a Base Rate Loan, the Borrower shall give the Agent an Interest Rate Notice (or
13 telephonic notice promptly confirmed in writing) at least one (1) Business Day prior to such
14 Conversion; (ii) in the event of any Conversion of all or any portion of a Eurodollar Rate Loan
15 into a Base Rate Loan prior to the last day of the Interest Period relating to that Eurodollar Rate
16 Loan, the Borrower shall indemnify each Lender in respect of such Conversion in accordance
17 with *Section 3.09*; (iii) with respect to any such Conversion of all or any portion of a Base Rate
18 Loan to a Eurodollar Rate Loan, the Borrower shall give the Agent an Interest Rate Notice (or
19 telephonic notice promptly confirmed in writing) at least three (3) Eurodollar Business Day prior
20 to such election; and (iv) no Loan may be Converted into a Eurodollar Rate Loan when any
21 Default has occurred and is continuing. On the date on which such Conversion is being made,
22 any Lender may take such action, if any, as it deems desirable to transfer the Loan to its
23 Domestic Lending Office or its Eurodollar Lending Office, as the case may be. All or any part
24 of Loans of any Type may be Converted as specified herein; provided that partial Conversions
25 shall be in an aggregate principal amount of [REDACTED] or any integral multiple of [REDACTED]
26 in excess thereof. The Agent shall notify the Lenders promptly of each such Interest Rate Notice
27 made by the Borrower. Each Interest Rate Notice relating to the Conversion of all or any portion
28 of any Base Rate Loan to a Eurodollar Rate Loan shall be irrevocable by the Borrower.

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

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

40 (d) Except to the extent otherwise expressly provided herein, (i) each
41 Borrowing of Loans from the Lenders hereunder, each Conversion or continuation of all or a
42 portion of any Loan of a particular Type hereunder, and each payment of fees hereunder, shall be

1 effected pro rata among the Lenders in accordance with the amounts of their respective Pro Rata
2 Share and (ii) each payment of interest on Loans by the Borrower shall be made for account of
3 the Lenders pro rata in accordance with the amounts of interest on such Loans then due and
4 payable to the respective Lenders.

5 [REDACTED]
6 [REDACTED]
7 [REDACTED]
8 [REDACTED]
9 [REDACTED]

10 Section 2.07. Computation of Interest and Fees.

11 (a) The Agent shall give prompt Notice to the Borrower of the applicable interest rate
12 determined by the Agent for the purpose of determining the interest rate under
13 Section 2.05(a)(i).

14 (b) In the event, prior to the commencement of any Interest Period relating to any
15 Eurodollar Rate Loans, any Lender (in this context, an "Affected Lender")
16 determines that (i) adequate and reasonable methods do not exist for ascertaining
17 the Eurodollar Rate that would otherwise determine the rate of interest to be
18 applicable to any Eurodollar Rate Loans or (ii) the Eurodollar Rate will not
19 adequately reflect the cost to such Affected Lender of making, funding or
20 maintaining its Eurodollar Rate Loans, during any Interest Period, such Affected
21 Lender shall forthwith give Notice of such determination (which shall be
22 conclusive and binding on the Borrower) to the Borrower and the Agent. In the
23 event that the Agent receives such notices from Affected Lenders who
24 collectively comprise the Majority Lenders, the Agent shall forthwith give Notice
25 of such fact to the Borrower and the Lenders, and as a result thereof, (x) any
26 Interest Rate Notice with respect to Eurodollar Rate Loans shall be automatically
27 withdrawn and any Interest Rate Notice shall be deemed a request for a Base Rate
28 Loan, (y) each Eurodollar Rate Loan will automatically, on the last day of the
29 then current Interest Period thereof, become a Base Rate Loan, and (z) the
30 obligations of the Lenders to make Eurodollar Rate Loans shall be suspended
31 until the Majority Lenders determine that the circumstances giving rise to such
32 suspension no longer exist, whereupon the Agent, upon the instruction of the
33 Majority Lenders, shall so notify the Borrower and the Lenders. Each Affected
34 Lender agrees that it shall forthwith give Notice of such fact to the Borrower and
35 the Agent at such time as the circumstances described in the first sentence of this
36 Section 2.07(b) no longer pertain to it.

37 (c) On the date on which the aggregate unpaid principal amount of Eurodollar Rate
38 Loans comprising any Borrowing shall be reduced, by payment or prepayment or
39 otherwise, to less than [REDACTED] such Loans shall automatically Convert into
40 Base Rate Loans.

- 1 (d) Upon the occurrence and during the continuance of any Event of Default (i) each
2 Eurodollar Rate Loan will automatically, on the last day of the then existing
3 Interest Period therefor, Convert into a Base Rate Loan and (ii) the obligation of
4 the Lenders to make, or to Convert Loans into, Eurodollar Rate Loans shall be
5 suspended.

6 Section 2.08. Commitment Reduction. The Borrower shall have the right, exercisable at
7 any time and from time to time, upon two (2) Business Days' Notice to the Agent (or telephonic
8 notice promptly confirmed in writing), to terminate in whole or reduce in part the Commitment;
9 *provided* that each partial reduction of the Commitment shall be in an amount of [REDACTED] or
10 integral multiples of [REDACTED] in excess thereof; and *provided further* that the Commitment
11 may not be reduced to any amount less than the aggregate principal amount (without duplication)
12 of all Loans and Outstanding at the time of any such reduction.

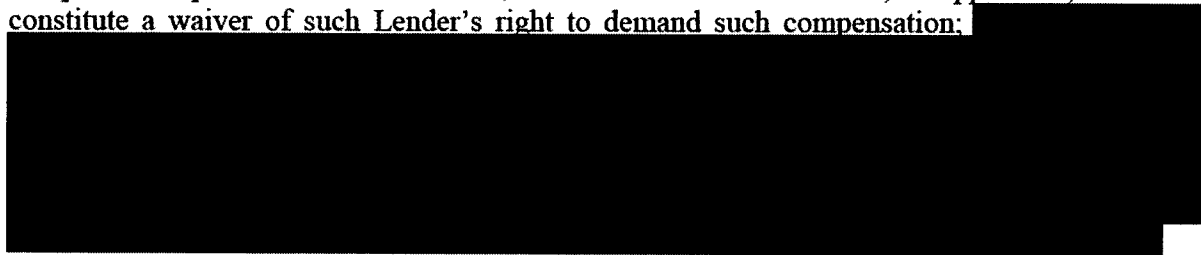
13 Section 2.09. Commitment Fee. Borrower agrees to pay to the Agent for the account of
14 each Lender a per annum Commitment Fee (the "Commitment Fee") for the period from and
15 including the Effective Date (or such later date as such Lender incurs a Commitment hereunder)
16 to but not including the earlier of the date such Lender's Commitment is terminated and the
17 Maturity Date, equal to the Applicable Commitment Fee Rate multiplied by the daily average
18 unused amount of such Lender's Commitment for such period. The Commitment Fee shall be
19 payable to the Agent for the account of each Lender (a) quarterly in arrears on the last day of
20 each March, June, September and December, commencing on December 31, 2016, and (b) on the
21 earlier of (i) the date the Commitments are terminated in full and (ii) the Maturity Date.

22 Section 2.10 Replacement of Lenders. If (i) any Lender requests compensation under
23 *Section 3.06* or *Section 3.07*, (ii) the Borrower is required to pay any additional amount to any
24 Lender or any Governmental Authority for the account of any Lender pursuant to *Section 3.10*,
25 (iii) any Lender is not able to make or maintain its Loans as a result of any event or circumstance
26 contemplated in *Section 3.05*, (iv) any Lender is a Defaulting Lender, or (v) any Lender fails to
27 consent to an election, consent, amendment, waiver or other modification to this Agreement or
28 any other Loan Document that requires consent of a greater percentage of the Lenders than the
29 Majority Lenders, and such election, consent, amendment, waiver or other modification is
30 otherwise consented to by the Majority Lenders, then the Borrower may, at its sole expense and
31 effort, upon Notice to such Lender and the Agent, require such Lender to assign and delegate,
32 without recourse (in accordance with and subject to the restrictions contained in, and consents
33 required by, *Section 10.06*), all of its interests, rights and obligations under this Agreement and
34 the related Loan Documents to an Eligible Assignee that shall assume such obligations (which
35 Eligible Assignee may be another Lender, if such Lender accepts such assignment); *provided*
36 that:

- 37 (a) any such assignment resulting from a claim against the Borrower for additional
38 compensation pursuant to *Section 3.06* or *Section 3.07* or a requirement that the
39 Borrower pay an additional amount pursuant to *Section 3.10* has the effect of
40 reducing the amount that the Borrower otherwise would have been obligated to
41 pay under those sections;
- 42 (b) no such assignment shall conflict with applicable law;

1 Section 3.08. Recovery of Additional Compensation.

2 (a) Certificate. If any Lender claims any additional amounts pursuant to
3 *Section 3.06, Section 3.07 or Section 3.09*, as the case may be, it shall provide to the Agent and
4 the Borrower a certificate setting forth such additional amounts payable pursuant to *Section*
5 *3.06, Section 3.07 or Section 3.09*, as the case may be, and a reasonable explanation of such
6 amounts which are due (*provided that, without limiting the requirement that reasonable detail be*
7 *furnished, nothing herein shall require such Lender to disclose any confidential information*
8 *relating to the organization of its affairs*). Such certificate shall be conclusive, absent manifest
9 error, that such amounts are due and owing.

10 (b) Delay in Requests. Delay on the part of any Lender to demand
11 compensation pursuant to *Section 3.06, Section 3.07 or Section 3.09*, as applicable, shall not
12 constitute a waiver of such Lender's right to demand such compensation:
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19 Section 3.09. Indemnity. The Borrower agrees to indemnify each Lender and to hold
20 each Lender harmless from and against any loss, cost or expense (including any such loss or
21 expense arising from interest or fees payable by such Lender to lenders of funds obtained by it in
22 order to maintain any Loan as a Eurodollar Rate Loan) that such Lender may sustain or incur as a
23 consequence of (a) default by the Borrower in payment of the principal amount of or any interest
24 on any Eurodollar Rate Loan as and when due and payable, (b) default by the Borrower in
25 making a prepayment after the Borrower has given a Notice of prepayment pursuant to *Section*
26 *2.02(e)*, (c) default by the Borrower in making a Borrowing after the Borrower has given a
27 Borrowing Notice pursuant to *Section 2.02* or continuing any Loan, after the Borrower has given
28 (or is deemed to have given) pursuant to *Section 2.06* an Interest Rate Notice, or (d) the making
29 of any payment of principal of a Eurodollar Rate Loan on a day that is not the last day of the
30 applicable Interest Period with respect thereto, including interest or fees payable by such Lender
31 to lenders or funds obtained by it in order to maintain any Loan.

32 Section 3.10. Taxes.

33 (a) Payments Free of Taxes. Any and all payments by or on account of any
34 obligation of the Borrower under any Loan Document shall be made without deduction or
35 withholding for any Taxes, except as required by applicable law. If any applicable law (as
36 determined in the good faith discretion of an applicable Withholding Agent) requires the
37 deduction or withholding of any Tax from any such payment by such Withholding Agent, then
38 the applicable Withholding Agent shall be entitled to make such deduction or withholding and
39 shall timely pay the full amount deducted or withheld to the relevant Governmental Authority in
40 accordance with applicable law and, if such Tax is an Indemnified Tax, then the sum payable by
41 the Borrower shall be increased as necessary so that after such deduction or withholding has
42 been made (including such deductions and withholdings applicable to additional sums payable

1 have set aside on its books adequate reserves with respect thereto; and *provided further* that the
2 Borrower will pay all such taxes, assessments, charges, levies or claims forthwith upon the
3 commencement of proceedings to foreclose any Lien that may have attached as security therefor.

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

9 Section 5.09. Compliance with Laws, Contracts, Licenses, and Permits. The Borrower
10 will comply with (a) the laws and regulations applicable to the Borrower (including, without
11 limitation, ERISA) wherever its business is conducted, (b) the provisions of its charter
12 documents and by-laws, (c) all agreements and instruments by which it or any of its properties
13 may be bound, and (d) all decrees, orders, and judgments applicable to the Borrower, except
14 where in any such case the failure to comply with any of the foregoing would not materially
15 adversely affect the business, property or financial condition of the Borrower and its
16 Subsidiaries, taken as a whole. If at any time while any portion of the Loans or any other
17 amount hereunder or any Commitment is outstanding, any authorization, consent, approval,
18 permit or license from any officer, agency or instrumentality of any Governmental Authority
19 shall become necessary or required in order that the Borrower may fulfill any of its obligations
20 hereunder or under any other Loan Document, the Borrower will promptly take or cause to be
21 taken all reasonable steps within the power of the Borrower to obtain such authorization,
22 consent, approval, permit or license and furnish the Agent with evidence thereof.

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

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

30 Section 5.12. Maintenance of Insurance. The Borrower shall maintain insurance with
31 responsible and reputable insurance companies or associations in such amounts and covering
32 such risks as is usually carried by companies engaged in similar businesses and owning similar
33 properties in the same general areas in which the Borrower operates: *provided, however*, that the
34 Borrower may self-insure (which may include the establishment of reserves, allocation of
35 resources, establishment of credit facilities and other similar arrangements) to the same extent as
36 other companies engaged in similar businesses and owning similar properties in the same general
37 areas in which the Borrower operates and to the extent consistent with prudent business practice.

38 Section 5.13. Prohibition of Fundamental Changes. The Borrower will not consummate
39 any transaction of merger or consolidation or amalgamation, or liquidation or dissolution;
40
41

1 [REDACTED]
2 [REDACTED]
3 [REDACTED]
4 [REDACTED]
5 [REDACTED]
6 [REDACTED]
7 The Borrower will not convey, sell, lease, transfer or otherwise dispose of, in one transaction or a
8 series of transactions, all or substantially all of its business or assets, whether now owned or
9 hereafter acquired, to any other Person unless [REDACTED]
10 [REDACTED]
11 [REDACTED]
12 [REDACTED]
13 [REDACTED]
14 [REDACTED]

15 Section 5.14. Indebtedness. The Borrower will insure that all obligations of the
16 Borrower under this Agreement and the other Loan Documents [REDACTED]
17 [REDACTED] in respect of priority of payment by the Borrower and priority of lien, charge or other
18 security in respect of assets of the Borrower [REDACTED]
19 [REDACTED]
20 [REDACTED]
21 [REDACTED]

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

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

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

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

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

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

1 (vi) (a) deposits or pledges to secure payment of workers'
2 compensation, unemployment insurance, old age pensions or other social security; (b)
3 deposits or pledges to secure performance of bids, tenders, contracts (other than contracts
4 for the payment of money) or leases, public or statutory obligations, surety or appeal
5 bonds or other deposits or pledges for purposes of like general nature in the ordinary
6 course of business; (c) Liens for property taxes not delinquent and Liens for taxes which
7 in good faith are being contested or litigated and, to the extent that the Borrower deems
8 necessary, the Borrower shall have set aside on its books adequate reserves with respect
9 thereto; (d) mechanics', carriers', workmen's, repairmen's or other like Liens arising in
10 the ordinary course of business securing obligations which are not overdue for a period of
11 sixty (60) days or more or which are in good faith being contested or litigated and, to the
12 extent that the Borrower deems necessary, the Borrower shall have set aside on its books
13 adequate reserves with respect thereto; and (e) other matters described in Schedule 4.03;
14 and

15 (vii) the Lien of the Borrower's First Mortgage, any other Liens,
16 charges or encumbrances permitted thereunder from time to time, and any other Lien or
17 Liens upon all or any portion of the property or assets which are subject to the Lien of the
18 First Mortgage;

19 (viii) any Liens securing any pollution control revenue bonds, solid
20 waste disposal revenue bonds, industrial development revenue bonds or other taxable or
21 tax-exempt bonds or similar obligations issued by or on behalf of the Borrower from time
22 to time, and any Liens given to secure any refinancing or refunding of any such
23 obligations; and

24 (ix) any other Liens or security interests (other than Liens or security
25 interests described in clauses (i) through (viii) of this *Section 5.15*), if the aggregate
26 principal amount of the indebtedness secured by all such Liens and security interests
27 (without duplication) does not exceed in the aggregate [REDACTED] at any one time
28 outstanding; [REDACTED]
29 [REDACTED]
30 [REDACTED]
31 [REDACTED]

32 Section 5.16. Employee Benefit Plans. The Borrower will not:

33 (a) engage in any non-exempt "prohibited transaction" within the meaning of
34 §406 of ERISA or §4975 of the Code which could result in a material liability for the Borrower;
35 or

36 (b) permit any Guaranteed Pension Plan sponsored by the Borrower or its
37 ERISA Affiliates to fail to meet the "minimum funding standards" described in §302 and §303
38 of ERISA, whether or not such deficiency is or may be waived; or

39 (c) fail to contribute to any Guaranteed Pension Plan sponsored by the
40 Borrower or its ERISA Affiliates to an extent which, or terminate any Guaranteed Pension Plan

1 sponsored by the Borrower or its ERISA Affiliates in a manner which, could result in the
2 imposition of a lien or encumbrance on the assets of the Borrower or any of its Subsidiaries
3 pursuant to §303(k) or §4068 of ERISA; or

4 (d) permit or take any action which would result in the aggregate benefit
5 liabilities (within the meaning of §4001(a)(16) of ERISA) of Guaranteed Pension Plans
6 sponsored by the Borrower or its ERISA Affiliates exceeding the value of the aggregate assets of
7 such plans by more than the amount set forth in *Section 4.11(c)*. For purposes of this covenant,
8 poor investment performance by any trustee or investment management of a Guaranteed Pension
9 Plan shall not be considered as a breach of this covenant.

10 Section 5.17. [REDACTED]
11 [REDACTED]
12 [REDACTED]
13 [REDACTED]
14 [REDACTED]

15 [REDACTED]
16 [REDACTED]
17 [REDACTED]

18 [REDACTED]
19 [REDACTED]
20 [REDACTED]
21 [REDACTED]

22 Section 5.18. Compliance with Anti-Corruption Laws and Anti-Terrorism Regulations.

23 The Borrower shall not:

24 (a) Violate any applicable anti-corruption laws or any Anti-Terrorism Laws
25 or engage in any transaction, investment, undertaking or activity that conceals the identity,
26 source or destination of the proceeds from any category of prohibited offenses designated by the
27 Organization for Economic Co-operation and Development's Financial Action Task Force on
28 Money Laundering.

29 (b) Use, directly or indirectly, the proceeds of the Loans, or lend, contribute
30 or otherwise make available such proceeds to any subsidiary, joint venture partner or other
31 Person, (x) in violation of applicable anti-corruption laws, the USA PATRIOT Act, anti-
32 terrorism laws or money laundering laws, (y) to fund any activities or business of or with any
33 Person, or in any country or territory, that, is, or whose government is, the subject of Sanctions
34 at the time of such funding, or (z) in any other manner that would result in a violation of
35 Sanctions by any Person (including any Person participating in the Loans, whether as
36 underwriter, advisor, investor, or otherwise).

37 (c) Deal in, or otherwise engage in any transaction related to, any property or
38 interests in property blocked pursuant to any Anti-Terrorism Law, or (ii) engage in or conspire
39 to engage in any transaction that evades or avoids, or has the purpose of evading or avoiding, or
40 attempt to violate, any of the prohibitions set forth in any Anti-Terrorism Law.

1 such counterpart originals or certified or other copies of such documents as the Agent may
2 reasonably request.

3 (j) Payment of Fees and Expenses. The Borrower shall have paid all
4 accrued fees and expenses of the Agent (including the accrued fees and expenses of counsel to
5 the Agent).

6 Section 6.02. Each Loan. The obligation of the Lender to make a Loan pursuant to
7 Section 2.01 herein is subject to the following conditions precedent, each of which shall have
8 been met or performed by the Borrowing Date with respect to each such Loan:

9 (a) Borrowing Notice. The Borrower shall have delivered the Borrowing
10 Notice to the Agent as provided for in Section 2.02(a).

11 (b) No Default. No Default shall have occurred and be continuing or will
12 occur upon the making of such Loan on such Borrowing Date, and each of the representations
13 and warranties contained in this Agreement, the other Loan Documents or in any document or
14 instrument delivered pursuant to or in connection with this Agreement shall be true in all
15 material respects as of the time of the making of such Loan, with the same effect as if made at
16 and as of that time (except to the extent that such representations and warranties relate expressly
17 to an earlier date).

18 **ARTICLE 7 - EVENTS OF DEFAULT, ACCELERATION, ETC.**

19 Section 7.01. Events of Default. The following events shall constitute "Events of
20 Default" for purposes of this Agreement:

21 (a) the Borrower shall fail to pay any principal of any Loan when the same
22 shall become due and payable, whether at the stated date of maturity or any accelerated date of
23 maturity or at any other date fixed for payment; or

24 (b) the Borrower shall fail to pay any interest on any Loan, any fees or other
25 sums due hereunder or under any of the other Loan Documents, for a period of [REDACTED]
26 [REDACTED] following the date when the same shall become due and payable, whether at the
27 stated date of maturity or any accelerated date of maturity or at any other date fixed for
28 payment; or

29 (c) (i) the Borrower shall fail to perform any term, covenant or agreement
30 contained in Section 5.05, Section 5.06 (but only as to corporate existence), Section 5.10,
31 Section 5.12, Section 5.13 (upon the consummation of any transaction prohibited by said
32 Section 5.13), Section 5.15, Section 5.17 or Section 5.18(b) or (ii) the Borrower shall fail to
33 perform any term, covenant or agreement contained herein or in any of the other Loan
34 Documents (other than those specified elsewhere in this Section 7.01) for [REDACTED] after
35 Notice of such failure has been given to the Borrower by the Agent or any Lender; or

36 (d) any representation or warranty of the Borrower in this Agreement or any
37 of the other Loan Documents or in any other document or instrument delivered pursuant to or in

1 connection with this Agreement shall prove to have been false in any material respect upon the
2 date when made or deemed to have been made by the terms of this Agreement; or

3 (e) the Borrower shall default in the payment when due of any principal of or
4 any interest on any Funded Debt aggregating \$50,000,000 or more, or fail to observe or perform
5 any material term, covenant or agreement contained in any agreement by which it is bound,
6 evidencing or securing Funded Debt, in an aggregate amount of \$50,000,000 or more, for such
7 period of time as would permit (assuming the giving of appropriate notice or the lapse of time if
8 required) the holder or holders thereof or of any obligations issued thereunder to accelerate the
9 maturity thereof, unless such failure shall have been cured by the Borrower or effectively
10 waived by such holder or holders; or

11 (f) the Borrower shall (1) voluntarily terminate operations or apply for or
12 consent to the appointment of, or the taking of possession by, a receiver, custodian, trustee or
13 liquidator of the Borrower, or of all or a substantial part of the assets of the Borrower, (2) admit
14 in writing its inability, or be generally unable, to pay its debts as the debts become due, (3)
15 make a general assignment for the benefit of its creditors, (4) commence a voluntary case under
16 the United States Bankruptcy Code (as now or hereafter in effect), (5) file a petition seeking to
17 take advantage of any other law relating to bankruptcy, insolvency, reorganization, winding-up,
18 or composition or adjustment of debts, (6) fail to controvert in a timely and appropriate manner,
19 or acquiesce in writing to, any petition filed against it in an involuntary case under the
20 Bankruptcy Code, or (7) take any corporate action for the purpose of effecting any of the
21 foregoing; or

22 (g) without its application, approval or consent, a proceeding shall be
23 commenced, in any court of competent jurisdiction, seeking in respect of the Borrower: the
24 liquidation, reorganization, dissolution, winding-up, or composition or readjustment of debt, the
25 appointment of a trustee, receiver, liquidator or the like of the Borrower, or of all or any
26 substantial part of the assets of the Borrower, or other like relief in respect of the Borrower,
27 under any law relating to bankruptcy, insolvency, reorganization, winding-up, or composition or
28 adjustment of debts unless such proceeding is contested in good faith by the Borrower; and, if
29 the proceeding is being contested in good faith by the Borrower, the same shall continue
30 undismissed, or unstayed and in effect, for any period of [REDACTED] or an
31 order for relief against the Borrower shall be entered in any involuntary case under the
32 Bankruptcy Code; or

33 (h) there shall remain in force, undischarged, unsatisfied and unstayed, for
34 more than thirty (30) days, whether or not consecutive, any final judgment against the Borrower
35 that, with other then undischarged, unsatisfied and unstayed, outstanding final judgments
36 against the Borrower exceeds in the aggregate [REDACTED] or

37 (i) if any of the Loan Documents shall be canceled, terminated, revoked or
38 rescinded by the Borrower otherwise than in accordance with the terms thereof or with the
39 express prior written agreement, consent or approval of all Lenders, or any action at law, suit or
40 in equity or other legal proceeding to cancel, revoke or rescind any of the Loan Documents shall
41 be commenced by or on behalf of the Borrower, any of its stockholders, or any court or any
42 other Governmental Authority of competent jurisdiction shall make a determination that, or

1 issue a judgment, order, decree or ruling to the effect that, any one or more of the Loan
2 Documents is illegal, invalid or unenforceable in accordance with the terms thereof; or

3 (j) (i) with respect to any Guaranteed Pension Plan, (A) an ERISA
4 Reportable Event shall have occurred; (B) an application for a minimum funding waiver shall
5 have been filed; (C) a notice of intent to terminate such plan pursuant to Section 4041(a)(2) of
6 ERISA shall have been issued; (D) a lien under Section 303(k) of ERISA shall be imposed; (E)
7 the PBGC shall have instituted proceedings to terminate such plan; (F) the PBGC shall have
8 applied to have a trustee appointed to administer such plan pursuant to Section 4042 of ERISA;
9 or (G) any event or condition that constitutes grounds for the termination of, or the appointment
10 of a trustee to administer, such plan pursuant to Section 4042 of ERISA shall have occurred or
11 shall exist, *provided* that with respect to the event or condition described in Section 4042(a)(4)
12 of ERISA, the PBGC shall have notified the Borrower or any ERISA Affiliate that it has made a
13 determination that such plan should be terminated on such basis; or (ii) with respect to any
14 Multiemployer Plan, the Borrower or any ERISA Affiliate shall incur liability as a result of a
15 partial or complete withdrawal from such plan or the reorganization, insolvency or termination
16 of such plan; and, in the case of each of (i) or (ii), the Majority Lenders shall have determined in
17 their reasonable discretion that such events or conditions, individually or in the aggregate,
18 reasonably could be expected likely to result in liability of the Borrower in an aggregate amount
19 exceeding [REDACTED] ^A or

20 [REDACTED]
21 [REDACTED]
22 [REDACTED]
23 [REDACTED]

24 Section 7.02. Lenders' Remedies. Upon the occurrence of any Event of Default, for so
25 long as same is continuing, the Agent shall, at the request of, or may, with the consent of, the
26 Majority Lenders, by Notice to Borrower (an "Acceleration Notice"):

- 27 (i) immediately terminate the Commitments of each Lender; and/or
28 (ii) declare all amounts owing with respect to this Agreement and all Notes, if any, as
29 have been issued hereunder to be, and they, shall thereupon forthwith become,
30 immediately due and payable without presentment, demand, protest or other
31 notice of any kind, all of which are hereby expressly waived by the Borrower;

32 *provided* that in the event of any Event of Default specified in Section 7.01(f) or Section 7.01(g),
33 the Commitments of each Lender hereunder shall automatically terminate and all amounts owing
34 with respect to this Agreement and all Notes, if any, as have been issued hereunder, shall become
35 immediately due and payable automatically and without any requirement of an Acceleration
36 Notice from Agent or any Lender.

37 ARTICLE 8 - SHARING.

38 Section 8.01. Sharing Among Lenders. If any Lender shall obtain from the Borrower
39 any payment of any principal of or interest on any Loan owing to it or payment of any other

1 amount under this Agreement or any other Loan Document through the exercise of any right of
2 set-off, banker's lien or counterclaim or similar right or otherwise (other than from the Agent as
3 provided herein and other than amounts owing to such Lender pursuant to *Sections 3.06, 3.07,*
4 *3.09, 3.10, 10.03 or 10.04*), and, as a result of such payment, such Lender shall have received a
5 greater percentage of the principal of or interest on the Loans or such other amounts then due
6 hereunder or thereunder by the Borrower to such Lender than the percentage received by any
7 other Lender, it shall promptly purchase from such other Lenders a participation in (or, if and to
8 the extent specified by such Lender, a direct interest in) the Loans or such other amounts,
9 respectively, owing to such other Lenders (or in interest due thereon, as the case may be) in such
10 amounts, and make such other adjustments from time to time as shall be equitable, to the end that
11 all the Lenders shall share the benefit of such excess payment (net of any expenses that may be
12 incurred by such Lender in obtaining or preserving such excess payment) pro rata in accordance
13 with the unpaid principal of and/or interest on the Loans or such other amounts, respectively,
14 owing to each of the Lenders; *provided that*, for the purpose of calculating any Lender's Pro Rata
15 Share of any payment hereunder, payments to each such Lender shall include any amounts set
16 off by the Borrower against such Lender pursuant to *Section 8.02*.

17 Section 8.02. Borrower's Offset Rights. To the extent permitted by law, the Borrower
18 may offset against any payments due to any Lender under this Agreement or the Notes the
19 amounts of any loss suffered by the Borrower as a result of the failure of such Lender to return
20 any monies of the Borrower on deposit with such Lender due to the insolvency of such Lender.
21 Any such offset may be made only against payments due to the insolvent Lender, when and as
22 the same become due, and no offsets may be made against any amounts due and payable to any
23 other Lender. The Borrower may not exercise any right of setoff with respect to all or any
24 portion of deposits which are insured by the Federal Deposit Insurance Corporation.

25 **ARTICLE 9 - AGENT.**

26 Section 9.01. Appointment and Authority. Each of the Lenders hereby irrevocably
27 appoints [REDACTED], to act on its behalf as the Agent
28 hereunder and under the other Loan Documents and authorizes the Agent to take such actions on
29 its behalf and to exercise such powers as are delegated to the Agent by the terms hereof or
30 thereof, together with such actions and powers as are reasonably incidental thereto. The
31 provisions of this *Article 9* are solely for the benefit of the Agent and the Lenders, and except as
32 otherwise provided herein, the Borrower shall not have rights as a third-party beneficiary of any
33 of such provisions. It is understood and agreed that the use of the term "agent" herein or in any
34 other Loan Documents (or any other similar term) with reference to the Agent is not intended to
35 connote any fiduciary or other implied (or express) obligations arising under agency doctrine of
36 any applicable law. Instead such term is used as a matter of market custom, and is intended to
37 create or reflect only an administrative relationship between contracting parties.

38 Section 9.02. Rights as a Lender. The Person serving as the Agent hereunder shall have
39 the same rights and powers when acting in its capacity as a Lender as any other Lender, and may
40 exercise such rights and powers as though it were not the Agent, and the term "Lender" and
41 "Lenders" shall, unless otherwise expressly indicated or unless the context otherwise requires,
42 include the Person serving as the Agent hereunder in its individual capacity. Such Person and its
43 affiliates may accept deposits from, lend money to, own securities of, act as the financial advisor

1 (i) if to the Borrower, at 700 Universe Boulevard, Juno Beach, Florida 33408-8801,
2 Attention: Treasurer (and for purposes of Notices which can be provided, or
3 confirmed, telephonically or by facsimile as specified in *Article 2*, Telephone No.
4 (561) 694-6204, Facsimile No. (561) 694-3707), or at such other address for
5 Notice as the Borrower shall last have furnished in writing to the Person giving
6 the Notice;

7 (ii) if to the Agent, at [REDACTED]^A Attention:
8 [REDACTED] (and for purposes of Notices which can be provided, or confirmed,
9 telephonically or by facsimile as specified in *Article 2*, Telephone No. [REDACTED]
10 [REDACTED]^A, Facsimile No. [REDACTED]^B Email: [REDACTED] or such other
11 address for Notice as the Agent shall last have furnished in writing to the Person
12 giving the Notice;

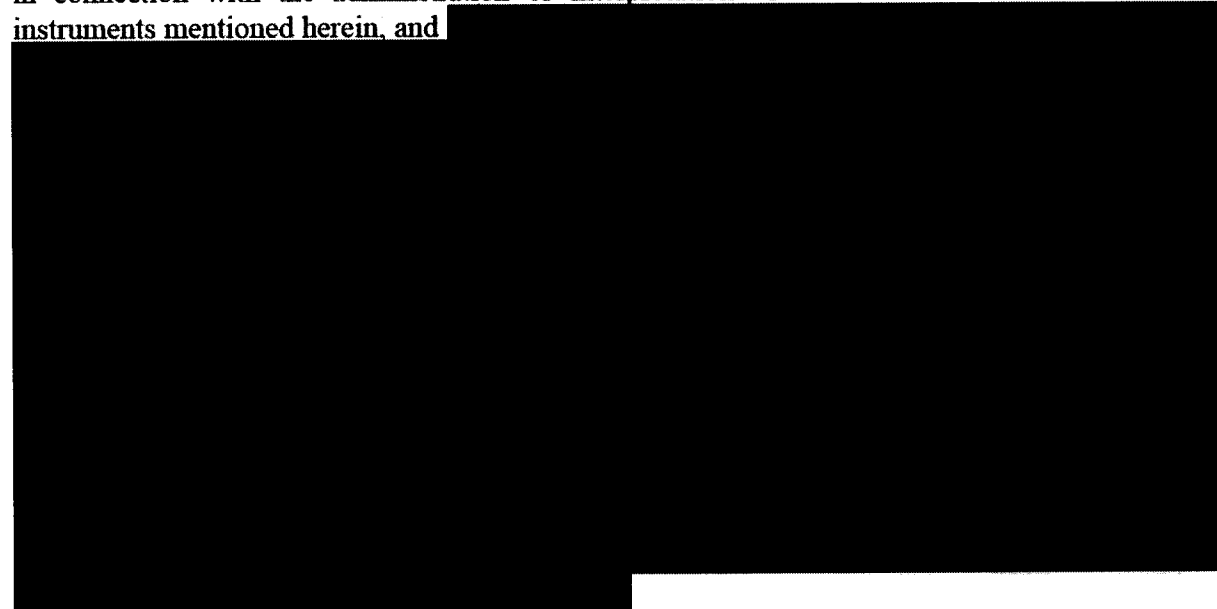
13 (iii) if to any Lender, at such Person's address set forth on *Schedule I*, or such other
14 address for Notice as such Person shall have last furnished in writing to the
15 Person giving the Notice.

16 (b) So long as [REDACTED]^A or any of its affiliates is
17 the Agent, materials required to be delivered pursuant to *Section 5.04(a), (b), (c) and (d)* and
18 *Section 5.05* shall be delivered to the Agent in an electronic medium in a format acceptable to the
19 Agent and the Lenders by email at: [REDACTED] (or such other address as the Agent
20 may notify the Borrower from time to time). The Borrower agrees that the Agent may make
21 such materials, as well as any other written information, documents, instruments and other
22 material relating to the Borrower, any of its Subsidiaries or any other materials or matters
23 relating to this Agreement, any Notes as may be issued hereunder or any of the transactions
24 contemplated hereby (collectively, the "Communications") available to the Lenders by posting
25 such notices on DebtDomain or a substantially similar electronic system (the "Platform"). The
26 Borrower acknowledges that (i) the distribution of material through an electronic medium is not
27 necessarily secure and that there are confidentiality and other risks associated with such
28 distribution, (ii) the Platform is provided "as is" and "as available" and (iii) neither the Agent nor
29 any of its affiliates warrants the accuracy, adequacy or completeness of the Communications or
30 the Platform and each expressly disclaims liability for errors or omissions in the
31 Communications or the Platform. No warranty of any kind, express, implied or statutory,
32 including, without limitation, any warranty of merchantability, fitness for a particular purpose,
33 non-infringement of third party rights or freedom from viruses or other code defects, is made by
34 the Agent or any of its affiliates in connection with the Platform. The Agent shall not be liable
35 (except to the extent that such liability arises out of the gross negligence, bad faith or willful
36 misconduct of the Agent or its Related Parties) for any damages arising from the use by
37 unintended recipients of any information or other materials distributed by the Agent, pursuant to
38 this *Section 10.02(b)* or *Section 10.02(c)* through telecommunications, electronic or other
39 information transmission systems in connection with this Agreement or the other Loan
40 Documents or the transactions contemplated hereby or thereby.

41 (c) Each Lender agrees that Notice to it (as provided in the next sentence) (a
42 "Communication Notice") specifying that any Communications have been posted to the Platform
43 shall constitute effective delivery of such information, documents or other materials to such

1 Lender for purposes of this Agreement; *provided* that if requested by any Lender, the Agent
2 shall deliver a copy of the Communications to such Lender by email or facsimile. Each Lender
3 agrees (i) to notify the Agent in writing of such Lender's email address to which a
4 Communication Notice may be sent by electronic transmission (including by electronic
5 communication) on or before the date such Lender becomes a party to this Agreement (and from
6 time to time thereafter to ensure that the Agent has on record an effective email address for such
7 Lender) and (ii) that any Communication Notice may be sent to such email address.

8 Section 10.03. Expenses. The Borrower agrees to pay promptly following receipt of
9 written invoices describing in reasonable detail (a) the reasonable fees, expenses and
10 disbursements of the Agent's external counsel incurred in connection with the administration or
11 interpretation of the Loan Documents and other instruments mentioned herein, the negotiation of
12 this Agreement and the closing hereunder, and amendments, modifications, approvals, consents
13 or waivers hereto or hereunder, (b) the reasonable fees, expenses and disbursements of the Agent
14 in connection with the administration or interpretation of the Loan Documents and other
15 instruments mentioned herein, and



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32 Section 10.04. Indemnification. The Borrower agrees to indemnify and hold harmless
33 the Agent, the Lenders and their respective officers, affiliates, directors, employees, agents and
34 advisors (each, an "Indemnitee") from and against any and all claims, actions and suits by a third
35 party (which third party may, for these purposes, include the Agent or a Lender) (collectively,
36 "Actions"), whether groundless or otherwise, and from and against any and all liabilities, losses,
37 damages and expenses payable by any Indemnitee to any third party (which third party may, for
38 these purposes, include the Agent or a Lender) (collectively, "Liabilities") of every nature and
39 character incurred by or awarded against any such Indemnitee (including the reasonable fees and
40 expenses of counsel), in each case arising out of this Agreement or any of the other Loan
41 Documents or the transactions contemplated hereby including, without limitation, (a) any actual
42 or proposed use by the Borrower of the proceeds of the Loans, or (b) the Borrower entering into
43 or performing this Agreement or any of the other Loan Documents; *provided* that the liabilities,
44 losses, damages and expenses indemnified pursuant to this *Section 10.04* shall not include any
45 liabilities, losses, damages and expenses in respect of any taxes, levies, imposts, deductions,

1 charges or withholdings, indemnification for which is provided on the basis, and to the extent,
2 specified in *Section 3.09*; and *provided further*, that such indemnity shall not be available as to
3 any Indemnitee, to the extent that such liabilities, losses, damages and expenses arise out of the
4 gross negligence, bad faith or willful misconduct of such Indemnitee or any of its Related
5 Parties. In the event that an Indemnitee shall become subject to any Action or Liability with
6 respect to any matter for which indemnification may apply pursuant to this *Section 10.04* (an
7 "Indemnity Claim"), such Indemnitee shall give Notice of such Indemnity Claim to the Borrower
8 by telephone at (561) 694-6204 and also in accordance with the written Notice requirements in
9 *Section 10.02*. Such Indemnitee may retain counsel and conduct the defense of such Indemnity
10 Claim, as it may in its sole discretion deem proper, at the sole cost and expense of the Borrower.
11 So long as no Default shall have occurred and be continuing hereunder, no Indemnitee shall
12 compromise or settle any claim without the prior written consent of the Borrower, which consent
13 shall not unreasonably be withheld or delayed (*provided* that the Borrower shall only be
14 responsible for the reasonable fees and expenses of one counsel for all Indemnitees taken as a
15 whole unless any actual or potential conflict of interest between such Indemnitees makes it
16 inappropriate for one counsel to represent all such Indemnitees, in which event the Borrower
17 shall be responsible for the reasonable fees and expenses of one additional counsel for each
18 group of affected Indemnitees similarly situated taken as a whole). [REDACTED] A

19 [REDACTED]
20 [REDACTED]
21 [REDACTED] In the case of an investigation,
22 litigation or other proceeding to which the indemnity in this *Section 10.04* applies, such
23 indemnity shall be effective whether or not the affected Indemnitee is a party thereto and
24 whether or not the transactions contemplated hereby are consummated. Each Party also agrees
25 not to assert any claim against any other Party or any of its respective affiliates, or any of its
26 respective directors, officers, employees, attorneys and agents, on any theory of liability, for
27 special, indirect, consequential or punitive damages arising out of or otherwise relating to this
28 Agreement, any Notes as may be issued hereunder, any other Loan Document, any of the
29 transactions contemplated herein or the actual or proposed use of the proceeds of the Loans
30 (*provided* that the foregoing shall not preclude any Indemnitee from seeking to recover the
31 preceding types of damages from the Borrower to the extent the same are specifically payable by
32 such Indemnitee to any third party).

33 *Section 10.05. Survival of Covenants.* All covenants, agreements representations and
34 warranties made herein, in the Notes, in any of the other Loan Documents or in any documents
35 or other papers delivered by or on behalf of the Borrower pursuant hereto shall be deemed to
36 have been relied upon by the Agent and the Lenders, notwithstanding any investigation
37 heretofore or hereafter made by any of them, and shall survive the making by the Lenders of the
38 Loans, as herein contemplated, and shall continue in full force and effect so long as any amount
39 due under this Agreement, the Notes, or any of the other Loan Documents remains outstanding.
40 All statements contained in any certificate or other paper delivered to the Agent or any Lender at
41 any time by or on behalf of the Borrower pursuant hereto or in connection with the transactions
42 contemplated hereby shall constitute representations and warranties by the Borrower hereunder.

43 [REDACTED]
44 [REDACTED]
45 [REDACTED]
46 [REDACTED]

1 Section 10.06. Assignment and Participations.

2 (a) Successors and Assigns Generally. The provisions of this Agreement
3 shall be binding upon and inure to the benefit of the Parties and their respective successors and
4 assigns permitted hereby, except that the Borrower may not assign or otherwise transfer any of
5 its rights or obligations hereunder without the prior written consent of the Agent and each
6 Lender, and no Lender may assign or otherwise transfer any of its rights or obligations
7 hereunder except (i) to an assignee in accordance with the provisions of *Section 10.06(b)* or
8 *Section 10.06(f)*, (ii) by way of participation in accordance with the provisions of *Section*
9 *10.06(d)*, or (iii) by way of pledge or assignment of a security interest subject to the restrictions
10 of *Section 10.06(e)* (and any other attempted assignment or transfer by any Party shall be null
11 and void). Other than as specified in *Section 9.05* and *Section 10.04*, nothing in this Agreement,
12 expressed or implied, shall be construed to confer upon any Person (other than the Parties, their
13 respective successors and assigns permitted hereby, and Participants to the extent provided in
14 *Section 10.06(d)*) any legal or equitable right, remedy or claim under or by reason of this
15 Agreement.

16 (b) Assignments by Lenders. Any Lender may at any time assign to one or
17 more assignees all or a portion of its rights and obligations under this Agreement (including the
18 Loans at the time owing to it); *provided* that any such assignment shall be subject to the
19 following conditions:

20 (i) Minimum Amounts. The amount of the Commitment and the
21 principal outstanding balance of the Loans of the assigning Lender subject to such
22 assignment (determined as of the date the Assignment and Assumption, made pursuant to
23 an Assignment and Assumption Agreement in the form of *Exhibit G* hereto (the
24 "Assignment and Assumption Agreement")), with respect to such assignment is delivered
25 to the Agent or, if "Trade Date" is specified in the Assignment and Assumption
26 Agreement, as of the Trade Date) shall not be less than [REDACTED] unless each of the
27 Agent and, so long as no Event of Default has occurred and is continuing, the Borrower
28 otherwise consents.

29 (ii) Proportionate Amounts. Each partial assignment shall be made as
30 an assignment of a proportionate part of all the assigning Lender's rights and obligations
31 under this Agreement with respect to the Commitment or the Loans assigned.

32 (iii) Required Consents. No consent shall be required for any
33 assignment except to the extent required by *Section 10.06(b)(i)* and, in addition:

34 (A) the consent of the Borrower (such consent not to be
35 unreasonably withheld or delayed) shall be required unless
36 (x) an Event of Default has occurred and is continuing at
37 the time of such assignment, or (y) such assignment is to a
38 Lender or an affiliate of a Lender which is majority-owned
39 and controlled by such Lender or any corporation
40 controlling such Lender; and

1 (B) the consent of the Agent (such consent not to be
2 unreasonably withheld or delayed) shall be required for
3 assignments in respect of the Loans, if such assignment is
4 to a Person that is not a Lender or an affiliate of such
5 Lender which is majority-owned and controlled by such
6 Lender or any corporation controlling such Lender.

7 (iv) Assignment and Assumption. The parties to each assignment shall
8 execute and deliver to the Agent an Assignment and Assumption Agreement, together
9 with a processing and recordation fee of [REDACTED]
10 [REDACTED] provided that the Agent may, in its sole discretion, elect to waive
11 such processing and recordation fee in the case of any assignment. The assignee, if it is
12 not a Lender, shall deliver to the Agent an Administrative Questionnaire.

13 (v) No Assignment to Certain Persons. No such assignment shall be
14 made to (A) the Borrower or any of the Borrower's affiliates or Subsidiaries or (B) to any
15 Defaulting Lender or any of its affiliates or Subsidiaries, or any Person who, upon
16 becoming a Lender hereunder, would constitute any of the foregoing Persons described in
17 this clause (B).

18 (vi) No Assignment to Natural Persons. No such assignment shall be
19 made to a natural Person.


20 (vii) Certain Additional Payments. In connection with any assignment
21 of rights and obligations of any Defaulting Lender hereunder, no such assignment shall
22 be effective unless and until, in addition to the other conditions thereto set forth herein,
23 the Defaulting Lender or its assignee shall make such additional payments to the Agent in
24 an aggregate amount sufficient, upon distribution thereof as appropriate (which may be
25 outright payment, purchases by the assignee of participations, or other compensating
26 actions, including funding, with the consent of the Borrower and the Agent, the
27 applicable pro rata share of Loans previously requested but not funded by the Defaulting
28 Lender, to each of which the applicable assignee and assignor hereby irrevocably
29 consent), to (x) pay and satisfy in full all payment liabilities then owed by such
30 Defaulting Lender to the Agent and each other Lender hereunder (and interest accrued
31 thereon), and (y) acquire (and fund as appropriate) its full pro rata share of all Loans in
32 accordance with its Pro Rata Share. Notwithstanding the foregoing, in the event that any
33 assignment of rights and obligations of any Defaulting Lender hereunder shall become
34 effective under applicable law without compliance with the provisions of this paragraph,
35 then the assignee of such interest shall be deemed to be a Defaulting Lender for all
36 purposes of this Agreement until such compliance occurs.

37 Subject to acceptance and recording thereof by the Agent pursuant to *Section 10.06(c)*,
38 from and after the effective date specified in each Assignment and Assumption
39 Agreement, the assignee thereunder shall be a party to this Agreement and, to the extent
40 of the interest assigned by such Assignment and Assumption Agreement, shall have the
41 rights and obligations of (as applicable) a Lender under this Agreement, and the assigning
42 Lender thereunder shall, to the extent of the interest assigned by such Assignment and

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IN WITNESS WHEREOF, the undersigned have duly executed this Agreement as a sealed instrument as of the date first set forth above.

FLORIDA POWER & LIGHT
COMPANY, as the Borrower

By: 

Name: Aldo Portales
Title: Assistant Treasurer

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[Redacted] as Administrative Agent and
Lender

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By: [Redacted] A
Name: [Redacted]
Title: [Redacted] A

7 STATE OF [Redacted])
8 COUNTY OF [Redacted]) ss.

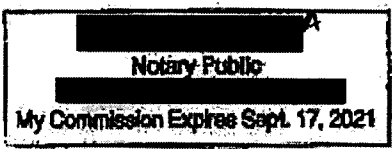
9 Personally appeared before me, the undersigned, a Notary Public in and for said County,
10 [Redacted], to me known and known to me, who, being by me first duly sworn,
11 declared that he/she is a [Redacted] of [Redacted]
12 [Redacted] that being duly authorized he/she did execute the foregoing instrument before me
13 for the purposes set forth therein.

14 IN WITNESS WHEREOF, I have hereto set my hand and official seal at
15 12:30pm, this 20 day of December.

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[Redacted]
Notary Public

My Commission Expires: 9/17/2021



By: _____
Name: _____
Title: _____

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**SCHEDULE I
TO REVOLVING CREDIT AGREEMENT**

LENDER

| | |
|--|--------------|
| [REDACTED] | \$25,000,000 |
| <p><u>Lending Office and Address for Notices for all Loans:</u></p> <p>[REDACTED]</p> <p>Attn: [REDACTED]</p> <p>[REDACTED]</p> <p>With copies to:</p> <p>[REDACTED]</p> <p>Attn: [REDACTED]</p> <p>[REDACTED]</p> | |

EXHIBIT A TO AGREEMENT

[Form of Borrowing Notice]

BORROWING NOTICE

[•], 2016

[REDACTED]

With copies to:

[REDACTED]

Ladies and Gentlemen:

The undersigned, FLORIDA POWER & LIGHT COMPANY, a Florida corporation (the "Borrower"), refers to the Revolving Credit Agreement, dated as of December 20, 2016(as amended or modified from time to time, the "Loan Agreement", the terms defined therein being used herein as therein defined), among the undersigned, the Lenders party thereto and [REDACTED], as Administrative Agent (the "Agent") and Lender, and hereby requests a borrowing of a Loan under the Agreement, and in that connection sets forth below the information relating to the borrowing (the "Proposed Borrowing") as required by *Section 2.02(a)* of the Loan Agreement.

- (i) The Business Day of the Proposed Borrowing is _____, _____.
- (ii) The Proposed Borrowing is a Eurodollar Rate Loan with an initial Interest Period of _____.
- (iii) The aggregate amount of the Proposed Borrowing is US\$ _____.

The undersigned hereby certifies that the following statements are true on the date hereof, and will be true on the date of the Proposed Borrowing:

- (A) No Default shall have occurred and be continuing or will occur upon the making of the Proposed Borrowing, and

1 (B) Each of the representations and warranties contained in the Loan Agreement, the
2 other Loan Documents or in any document or instrument delivered pursuant to or
3 in connection with the Loan Agreement will be true in all material respects as of
4 the time of the making of the Proposed Borrowing with the same effect as if made
5 at and as of that time (except to the extent that such representations and warranties
6 relate expressly to an earlier date).

7 The proceeds of the Proposed Borrowing should be wire transferred to the Borrower in
8 accordance with the following wire transfer instructions:

9 Name of Bank: [REDACTED] A
10 Street Address of Bank: [REDACTED] A
11 City/State/ZIP of Bank: [REDACTED] A
12 ABA Number of Bank: [REDACTED] A
13 SWIFT: [REDACTED] A
14 Name of Account: [REDACTED] A
15 Account Number at Bank: [REDACTED] A

16 *[SIGNATURE APPEARS ON THE FOLLOWING PAGE]*

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Very truly yours,

**FLORIDA POWER & LIGHT
COMPANY**

By: _____
Name:
Title:

[FPL/██████^A - Revolving Credit - Borrowing Notice - Signature Page]

1 **EXHIBIT B TO AGREEMENT**

2 **[Form of Note]**

3 **NOTE**

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6 \$25,000,000

Dated: December 20, 2016

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8 FOR VALUE RECEIVED, the undersigned, FLORIDA POWER & LIGHT COMPANY, a
9 Florida corporation (hereinafter, together with its successors in title and assigns, called the
10 "Borrower"), by this promissory note (hereinafter called "this Note"), absolutely and
11 unconditionally promises to pay to the order of [REDACTED]
12 [REDACTED] (hereinafter, together with its successors in title and permitted assigns, called the
13 "Lender"), the principal sum of TWENTY FIVE MILLION DOLLARS AND NO/100
14 DOLLARS (\$25,000,000), or the aggregate unpaid principal amount of the Loan evidenced by
15 this Note made by Lender to Borrower pursuant to the Agreement (as hereinafter defined),
16 whichever is less, on the Maturity Date (as defined in the Agreement), and to pay interest on the
17 principal sum outstanding hereunder from time to time from the Effective Date until the said
18 principal sum or the unpaid portion thereof shall have been paid in full.

19 The unpaid principal (not at the time overdue) of this Note shall bear interest at the annual rate
20 from time to time in effect under the Agreement referred to below (the "Applicable Rate").
21 Accrued interest on the unpaid principal under this Note shall be payable on the dates, and in the
22 manner, specified in the Agreement.

23 On the Maturity Date there shall become absolutely due and payable by Borrower hereunder, and
24 the Borrower hereby promises to pay to the Holder (as hereinafter defined) hereof, the balance (if
25 any) of the principal hereof then remaining unpaid, all of the unpaid interest accrued hereon and
26 all (if any) other amounts payable on or in respect of this Note or the indebtedness evidenced
27 hereby.

28 Overdue principal of the Loans, and to the extent permitted by applicable law, overdue interest
29 on the Loans and all other overdue amounts payable under this Note, shall bear interest payable
30 on demand in the case of (i) overdue principal of or overdue interest on any Loan, at a rate per
31 annum equal to two percent (2%) above the rate then applicable to such Loan, and (ii) any other
32 overdue amounts, at a rate per annum equal to two percent (2%) above the Base Rate, in each
33 case until such amount shall be paid in full (after, as well as before, judgment).

34 Each payment of principal, interest or other sum payable on or in respect of this Note or the
35 indebtedness evidenced hereby shall be made by the Borrower directly to the Agent at the
36 Agent's office, as provided in the Agreement, for the account of the Holder, not later than 2:00
37 p.m., New York, New York time, on the due date of such payment. All payments on or in respect
38 of this Note or the indebtedness evidenced hereby shall be made without set-off or counterclaim
39 and free and clear of and without any deduction of any kind for any taxes, levies, fees,
40 deductions withholdings, restrictions or conditions of any nature, except as expressly set forth in
41 *Section 3.10 and Section 8.02* of the Agreement.

1 Absent manifest error, a certificate or statement signed by an authorized officer of Lender shall
2 be conclusive evidence of the amount of principal due and unpaid under this Note as of the date
3 of such certificate or statement.

4 This Note is made and delivered by the Borrower to the Lender pursuant to that certain
5 Revolving Credit Agreement, dated as of December 20, 2016, by among the Borrower, the
6 lenders party thereto, and [REDACTED] as Administrative Agent and
7 Lender (such agreement, as originally executed, or, if varied or supplemented or amended and
8 restated from time to time hereafter, as so varied or supplemented or amended and restated,
9 called the "Agreement"). This Note evidences the obligations of Borrower (a) to repay the
10 principal amount of the Loans made by Lender to Borrower under the Agreement, (b) to pay
11 interest, as provided in the Agreement on the principal amount hereof remaining unpaid from
12 time to time, and (c) to pay other amounts which may become due and payable hereunder as
13 provided herein and in the Agreement.

14 No reference herein to the Agreement, to any of the Schedules or Exhibits annexed thereto, or to
15 any of the Loan Documents or to any provisions of any thereof, shall impair the obligations of
16 the Borrower, which are absolute, unconditional and irrevocable, to pay the principal of and the
17 interest on this Note and to pay all (if any) other amounts which may become due and payable on
18 or in respect of this Note or the indebtedness evidenced hereby, strictly in accordance with the
19 terms and the tenor of this Note.

20 All capitalized terms used herein and defined in the Agreement shall have the same meanings
21 herein as therein. For all purposes of this Note, "**Holder**" means the Lender or any other person
22 who is at the time the lawful holder in possession of this Note.

23 Pursuant to, and upon the terms contained in the Agreement, the entire unpaid principal of this
24 Note, all of the interest accrued on the unpaid principal of this Note and all (if any) other
25 amounts payable on or in respect of this Note or the indebtedness evidenced hereby may be
26 declared to be or may automatically become immediately due and payable, whereupon the entire
27 unpaid principal of this Note and all (if any) other amounts payable on or in respect of this Note
28 or the indebtedness evidenced hereby shall (if not already due and payable) forthwith become
29 and be due and payable to the Holder of this Note without presentment, demand, protest, notice
30 of protest or any other formalities of any kind, all of which are hereby expressly and irrevocably
31 waived by the Borrower.


32 All computations of interest payable as provided in this Note shall be determined in accordance
33 with the terms of the Agreement.

34 Should all or any part of the indebtedness represented by this Note be collected by action at law,
35 or in bankruptcy, insolvency, receivership or other court proceedings, or should this Note be
36 placed in the hands of attorneys for collection after default, the Borrower hereby promises to pay
37 to the Holder of this Note, upon demand by the Holder at any time, in addition to principal,
38 interest and all (if any) other amounts payable on or in respect of this Note or the indebtedness
39 evidenced hereby, all court costs and reasonable attorneys' fees (including, without limitation,
40 such reasonable fees of any in-house counsel) and all other reasonable collection charges and
41 expenses incurred or sustained by the Holder.

1 IN WITNESS WHEREOF, this Note has been duly executed by the undersigned, **FLORIDA**
2 **POWER & LIGHT COMPANY**, on the day and in the year first above written.

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4 **FLORIDA POWER & LIGHT**
5 **COMPANY**
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9 By: _____
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11 Title:
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[FPL / ^A Revolving Credit - Signature Page - Note]

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EXHIBIT C TO AGREEMENT
[Form of Interest Rate Notice]

INTEREST RATE NOTICE

[Date]

[REDACTED]

With copies to:

[REDACTED]

Ladies and Gentlemen:

Pursuant to *Section 2.06* of that certain Revolving Credit Agreement, dated as of December 20, 2016 (as amended or modified from time to time, the "Loan Agreement", the terms defined therein being used herein as therein defined), among the undersigned, the Lenders party thereto and [REDACTED] as Administrative Agent and Lender, the Borrower hereby gives you irrevocable notice of its request to Convert the Loan(s) and/or Interest Periods currently under effect under the Loan Agreement as follows [*select from the following as applicable*]:

- on [date], to Convert \$[] of the aggregate outstanding principal amount of the Loan(s) bearing interest at the Eurodollar Rate into a Base Rate Loan; [and/or]

- on [date], to Convert \$[] of the aggregate outstanding principal amount of the Loan(s) bearing interest at the Base Rate into a Eurodollar Rate Loan having an Interest Period of [] month(s) ending on [date]; [and/or]

- on [date], to continue \$[] of the aggregate outstanding principal amount of the Loan(s) bearing interest at the Eurodollar Rate, as a Eurodollar Rate Loan having an Interest Period of [] month(s) ending on [date].

Any capitalized terms used in this notice which are defined in the Loan Agreement have the meanings specified for those terms in the Loan Agreement.

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Very truly yours,

**FLORIDA POWER & LIGHT
COMPANY**

By: _____

Name:

Title:

[FPL / [REDACTED] Revolving Credit – Signature Page – Interest Rate Notice]

1 EXHIBIT D TO AGREEMENT

2 Form of Borrower's Certificate

3 * * *

4 CERTIFICATE OF

5 FLORIDA POWER & LIGHT COMPANY

6 December 20, 2016

7 This Certificate is given pursuant to that certain Revolving Credit Agreement between Florida
8 Power & Light Company (the "Borrower") the Lenders party thereto and [REDACTED]
9 [REDACTED] as Administrative Agent (the "Agent") and Lender, dated as of December 20,
10 2016 (the "Loan Agreement"). Each initially capitalized term which is used and not otherwise
11 defined in this Certificate shall have has the meaning specified for such term in the Loan
12 Agreement. This Certificate is delivered in satisfaction of the conditions precedent set forth in
13 Section 6.01 of the Loan Agreement.

- 14 1. The Borrower hereby provides notice to the Agent that December 20, 2016 is
15 hereby deemed to be the Effective Date.
- 16 2. The Borrower hereby certifies to the Agent that as of the Effective Date, except in
17 respect of the matters described in Schedule 4.04 of the Loan Agreement, there
18 has been no material adverse change in the business or financial condition of any
19 of the Borrower or any of its Subsidiaries taken as a whole from that set forth in
20 the financial statements included in the Borrower's annual report on Form 10-K
21 referred to in Section 4.04 of the Loan Agreement. This representation and
22 warranty is made only as of the Effective Date and shall not be deemed made or
23 remade on or as of any subsequent date notwithstanding anything contained in the
24 Loan Agreement, the other Loan Documents or in any document or instrument
25 delivered pursuant to or in connection with the Loan Agreement.
- 26 3. The Borrower hereby further certifies that as of the Effective Date, the
27 representations and warranties of the Borrower contained in the Loan Agreement
28 are true and correct in all material respects (except to the extent that such
29 representations and warranties expressly relate to an earlier date) and there exists
30 no Default.

31 [SIGNATURE APPEARS ON THE NEXT PAGE]
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IN WITNESS WHEREOF, the undersigned has duly executed this Borrower's Certificate effective as of the date first set forth above.

**FLORIDA POWER & LIGHT
COMPANY**

By: _____
Name:
Title:

[FPL /  - Revolving Credit - Signature Page - Borrower's Certificate]

EXHIBIT E TO AGREEMENT

[Form of Opinion of Borrower's Counsel]

December 20, 2016

Attn: [Redacted]

With copies to:

Attn: [Redacted]

Re: Florida Power & Light Company \$25,000,000 Revolving Credit Agreement

Ladies and Gentlemen:

This opinion is furnished to you pursuant to *Section 6.01(e)* of that certain Revolving Credit Agreement, dated as of December 20, 2016 (the "Agreement"), between Florida Power & Light Company, a Florida corporation ("Borrower"), the Lenders party thereto from time to time, and [Redacted] as Administrative Agent (the "Agent") and as Lender. This opinion is furnished to you at the request of Borrower. Capitalized terms defined in the Agreement and not otherwise defined herein have the meanings set forth therein.

We have acted as special counsel to Borrower, in connection with the documents described in *Schedule 1* attached hereto and made a part hereof (the "Operative Documents").

We have made such examinations of the federal law of the United States and of the laws of the State of Florida and the State of New York as we have deemed relevant for purposes of this opinion, and solely for the purposes of the opinions in paragraph 6, the Public Utility Holding Company Act of 2005 and the Federal Power Act (the Public Utility Holding Company Act of 2005 and the Federal Power Act and the rules and regulations issued thereunder being referred to herein as the "Applicable Energy Laws"), and have not made any independent review of the law of any other state or other jurisdiction: *provided however* we have made no investigation as to, and we express no opinion with respect to, any federal securities laws or the blue sky laws of any state, any state or federal tax laws, or any matters relating to the Applicable Energy Laws (except for the purposes of the opinions in paragraph 6), the Public Utility Regulatory Policies Act of 1978, the Energy Policy Act of 2005, or the rules and regulations

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SCHEDULE I

TO

OPINION OF SQUIRE PATTON BOGGS (US) LLP

List of Operative Documents

- (a) Revolving Credit Agreement, dated as of December 20, 2016 (the "**Agreement**"), by and between the Borrower, the lenders party thereto from time to time, and Branch Banking and Trust Company, as Administrative Agent and Lender.
- (b) Note, dated as of December 20, 2016, made by Borrower and payable to the order of [REDACTED] in a principal amount of \$25,000,000.
- (c) Borrower's Certificate, dated as of December 20, 2016.

1 **EXHIBIT F-1**
2 **U.S. TAX COMPLIANCE CERTIFICATE**

3 **(For Foreign Lender That Are Not Partnerships for U.S. Federal Income Tax Purposes)**

4 Reference is hereby made to that certain Revolving Credit Agreement, dated as of
5 December 20, 2016 (the "Loan Agreement"), between Florida Power & Light Company (as the
6 "Borrower"), the Lenders party thereto and [REDACTED]^A as
7 Administrative Agent and Lender (the "Agent").

8 Pursuant to the provisions of Section 3.10 of the Loan Agreement, the undersigned
9 hereby certifies that (i) it is the sole record and beneficial owner of the Loan(s) in respect of
10 which it is providing this certificate, (ii) it is not a bank within the meaning of Section
11 881(c)(3)(A) of the Code, (iii) it is not a ten percent shareholder of the Borrower within the
12 meaning of Section 871(h)(3)(B) of the Code and (iv) it is not a controlled foreign corporation
13 related to the Borrower as described in Section 881(c)(3)(C) of the Code.

14 The undersigned has furnished the Agent and the Borrower with a certificate of its
15 non-U.S. Person status on IRS Form W-8BEN-E (or W-8BEN, as applicable). By executing this
16 certificate, the undersigned agrees that (1) if the information provided on this certificate changes,
17 the undersigned shall promptly so inform the Agent and the Borrower, and (2) the undersigned
18 shall have at all times furnished the Agent and the Borrower with a properly completed and
19 currently effective certificate in either the calendar year in which each payment is to be made to
20 the undersigned, or in either of the two calendar years preceding such payments.

21 Unless otherwise defined herein, terms defined in the Loan Agreement and used herein
22 shall have the meanings given to them in the Loan Agreement.

23 [NAME OF LENDER]
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27 By: _____
28 Name:
29 Title:
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31
32 Date: _____, 20[]

1 **EXHIBIT F-2**
2 **U.S. TAX COMPLIANCE CERTIFICATE**

3 **(For Foreign Participants**
4 **That Are Not Partnerships for U.S. Federal Income Tax Purposes)**

5 Reference is hereby made to that certain Revolving Credit Agreement, dated as of
6 December 20, 2016 (the "**Loan Agreement**"), between Florida Power & Light Company (as the
7 "**Borrower**"), the Lenders party thereto and [REDACTED]^A as
8 Administrative Agent and Lender (the "**Agent**").

9 Pursuant to the provisions of *Section 3.10* of the Loan Agreement, the undersigned
10 hereby certifies that (i) it is the sole record and beneficial owner of the participation in respect of
11 which it is providing this certificate, (ii) it is not a bank within the meaning of Section
12 881(c)(3)(A) of the Code, (iii) it is not a ten percent shareholder of the Borrower within the
13 meaning of Section 871(h)(3)(B) of the Code, and (iv) it is not a controlled foreign corporation
14 related to the Borrower as described in Section 881(c)(3)(C) of the Code.

15 The undersigned has furnished its participating Lender with a certificate of its non-U.S.
16 Person status on IRS Form W-8BEN-E (or W-8BEN, as applicable). By executing this
17 certificate, the undersigned agrees that (1) if the information provided on this certificate changes,
18 the undersigned shall promptly so inform such Lender in writing, and (2) the undersigned shall
19 have at all times furnished such Lender with a properly completed and currently effective
20 certificate in either the calendar year in which each payment is to be made to the undersigned, or
21 in either of the two calendar years preceding such payments.

22 Unless otherwise defined herein, terms defined in the Loan Agreement and used herein
23 shall have the meanings given to them in the Loan Agreement.

24 [NAME OF PARTICIPANT]
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28 By: _____

29 Name:

30 Title:
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33 Date: _____, 20[]

1 **EXHIBIT F-3**
2 **U.S. TAX COMPLIANCE CERTIFICATE**

3 **(For Foreign Participants That Are Partnerships for U.S. Federal Income Tax Purposes)**

4 Reference is hereby made to that certain Revolving Credit Agreement, dated as of
5 December 20, 2016 (the "**Loan Agreement**"), between Florida Power & Light Company (as the
6 "**Borrower**"), the Lenders party thereto and [REDACTED]^A as
7 Administrative Agent and Lender (the "**Agent**").

8 Pursuant to the provisions of Section 3.10 of the Loan Agreement, the undersigned
9 hereby certifies that (i) it is the sole record owner of the participation in respect of which it is
10 providing this certificate, (ii) its direct or indirect partners/members are the sole beneficial
11 owners of such participation, (iii) with respect such participation, neither the undersigned nor
12 any of its direct or indirect partners/members is a bank extending credit pursuant to a loan
13 agreement entered into in the ordinary course of its trade or business within the meaning of
14 Section 881(c)(3)(A) of the Code, (iv) none of its direct or indirect partners/members is a ten
15 percent shareholder of the Borrower within the meaning of Section 871(h)(3)(B) of the Code and
16 (v) none of its direct or indirect partners/members is a controlled foreign corporation related to
17 the Borrower as described in Section 881(c)(3)(C) of the Code.

18 The undersigned has furnished its participating Lender with IRS Form W-8IMY
19 accompanied by one of the following forms from each of its partners/members that is claiming
20 the portfolio interest exemption: (i) an IRS Form W-8BEN-E (or W-8BEN, as applicable) or (ii)
21 an IRS Form W-8IMY accompanied by an IRS Form W-8BEN-E (or W-8BEN, as applicable)
22 from each of such partner's/member's beneficial owners that is claiming the portfolio interest
23 exemption. By executing this certificate, the undersigned agrees that (1) if the information
24 provided on this certificate changes, the undersigned shall promptly so inform such Lender and
25 (2) the undersigned shall have at all times furnished such Lender with a properly completed and
26 currently effective certificate in either the calendar year in which each payment is to be made to
27 the undersigned, or in either of the two calendar years preceding such payments.

28 Unless otherwise defined herein, terms defined in the Loan Agreement and used herein
29 shall have the meanings given to them in the Loan Agreement.

30 [NAME OF PARTICIPANT]
31
32
33

34 By: _____

35 Name:

36 Title:

37
38
39 Date: _____, 20[]

1
2 **EXHIBIT F-4**
U.S. TAX COMPLIANCE CERTIFICATE

3 **(For Foreign Lenders That Are Partnerships for U.S. Federal Income Tax Purposes)**

4 Reference is hereby made to that certain Revolving Credit Agreement, dated as of
5 December 20, 2016 (the "**Loan Agreement**"), between Florida Power & Light Company (as the
6 "**Borrower**"), the Lenders party thereto and [REDACTED] ^A as
7 Administrative Agent and Lender (the "**Agent**").

8 Pursuant to the provisions of Section 3.10 of the Loan Agreement, the undersigned
9 hereby certifies that (i) it is the sole record owner of the Loan(s) in respect of which it is
10 providing this certificate, (ii) its direct or indirect partners/members are the sole beneficial
11 owners of such Loan(s), (iii) with respect to the extension of credit pursuant to this Loan
12 Agreement or any other Loan Document, neither the undersigned nor any of its direct or indirect
13 partners/members is a bank extending credit pursuant to a loan agreement entered into in the
14 ordinary course of its trade or business within the meaning of Section 881(c)(3)(A) of the Code,
15 (iv) none of its direct or indirect partners/members is a ten percent shareholder of the Borrower
16 within the meaning of Section 871(h)(3)(B) of the Code and (v) none of its direct or indirect
17 partners/members is a controlled foreign corporation related to the Borrower as described in
18 Section 881(c)(3)(C) of the Code.

19 The undersigned has furnished the Agent and the Borrower with IRS Form W-8IMY
20 accompanied by one of the following forms from each of its partners/members that is claiming
21 the portfolio interest exemption: (i) an IRS Form W-8BEN-E (or W-8BEN, as applicable) or (ii)
22 an IRS Form W-8IMY accompanied by an IRS Form W-8BEN-E (or W-8BEN, as applicable)
23 from each of such partner's/member's beneficial owners that is claiming the portfolio interest
24 exemption. By executing this certificate, the undersigned agrees that (1) if the information
25 provided on this certificate changes, the undersigned shall promptly so inform the Agent and the
26 Borrower, and (2) the undersigned shall have at all times furnished the Agent and the Borrower
27 with a properly completed and currently effective certificate in either the calendar year in which
28 each payment is to be made to the undersigned, or in either of the two calendar years preceding
29 such payments.

30 Unless otherwise defined herein, terms defined in the Loan Agreement and used herein
31 shall have the meanings given to them in the Loan Agreement.

32 [NAME OF LENDER]
33
34

35 By: _____

36 Name:

37 Title:
38

39 Date: _____, 20[]

EXHIBIT G

FORM OF ASSIGNMENT AND ASSUMPTION AGREEMENT

* * *

ASSIGNMENT AND ASSUMPTION AGREEMENT

This Assignment and Assumption Agreement (the "**Assignment**") is dated as of the Effective Date set forth below and is entered into by and between [*Insert name of Assignor*] (the "**Assignor**") and [*Insert name of Assignee*] (the "**Assignee**"). Capitalized terms used but not defined herein shall have the meanings given to them in the Loan Agreement identified below (as amended, the "**Loan Agreement**"), receipt of a copy of which is hereby acknowledged by the Assignee. The Standard Terms and Conditions set forth in Annex I attached hereto are hereby agreed to and incorporated herein by reference and made a part of this Assignment as if set forth herein in full.

For an agreed consideration, the Assignor hereby irrevocably sells and assigns to the Assignee, and the Assignee hereby irrevocably purchases and assumes from the Assignor, subject to and in accordance with the Standard Terms and Conditions and the Loan Agreement, as of the Effective Date inserted by the Agent as contemplated below, the interest in and to all of the Assignor's rights and obligations under the Loan Agreement and any other documents or instruments delivered pursuant thereto that represents the amount and percentage interest identified below of all of the Assignor's outstanding rights and obligations under the respective facilities identified below (including, to the extent included in any such facilities, letters of credit) (the "**Assigned Interest**"). Such sale and assignment is without recourse to the Assignor and, except as expressly provided in this Assignment, without representation or warranty by the Assignor.

1. **Assignor:** _____
2. **Assignee:** _____ [*and is an affiliate of Assignor*] [*and is a Lender*] [*and is an affiliate of a Lender*]¹
3. **Borrower:** Florida Power & Light Company
4. **Administrative Agent:** _____^A as administrative agent under the **Loan Agreement:** Revolving Credit Agreement, dated as of December 20, 2016, among the Borrower the lenders party thereto from time to time, and the Administrative Agent

¹ Select as applicable.

1 [Consented to and]³ Accepted:

2 [REDACTED]

3 as Administrative Agent

4
5

6 By: _____

7 Name:

8 Title:

9
10

11 [Consented to:

12 FLORIDA POWER & LIGHT COMPANY

13
14

15 By: _____

16 Name:

17 Title:]⁴



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Suite 4700
Miami, Florida 33131

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squirepattonboggs.com

1 March 31, 2016

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8 Telecopier No.: A

9 Re: Florida Power & Light Company \$400,000,000 Term Loan Agreement

10 Ladies and Gentlemen:

11 This opinion is furnished to you pursuant to Section 6.01(e) of that certain Term Loan
12 Agreement, dated as of March 31, 2016 (the "Agreement"), between Florida Power & Light
13 Company, a Florida corporation ("Borrower"), the Lenders party thereto from time to time, and
14 as Administrative Agent (the "Agent") and as Lender. This opinion is
15 furnished to you at the request of Borrower. Capitalized terms defined in the Agreement and not
16 otherwise defined herein have the meanings set forth therein.

17 We have acted as special counsel to Borrower, in connection with the documents
18 described in Schedule 1 attached hereto and made a part hereof (the "Operative Documents").

19 We have made such examinations of the federal law of the United States and of the laws
20 of the State of Florida and the State of New York as we have deemed relevant for purposes of
21 this opinion, and solely for the purposes of the opinions in paragraph 6, the Public Utility
22 Holding Company Act of 2005 and the Federal Power Act (the Public Utility Holding Company
23 Act of 2005 and the Federal Power Act and the rules and regulations issued thereunder being
24 referred to herein as the "Applicable Energy Laws"), and have not made any independent
25 review of the law of any other state or other jurisdiction: provided however we have made no
26 investigation as to, and we express no opinion with respect to, any federal securities laws or the
27 blue sky laws of any state, any state or federal tax laws, or any matters relating to the Applicable
28 Energy Laws (except for the purposes of the opinions in paragraph 6), the Public Utility
29 Regulatory Policies Act of 1978, the Energy Policy Act of 2005, or the rules and regulations
30 under any of the foregoing. Additionally, the opinions contained herein shall not be construed as
31 expressing any opinion regarding local statutes, ordinances, administrative decisions, or

1 [REDACTED]
2 as Administrative Agent and Lender
3 March 31, 2016
4 Page 2

5 regarding the rules and regulations of counties, towns, municipalities or special political
6 subdivisions (whether created or enabled through legislative action at the state or regional
7 level), or regarding judicial decisions to the extent they deal with any of the foregoing
8 (collectively, "Excluded Laws"). Subject to the foregoing provisions of this paragraph, the
9 opinions expressed herein are limited solely to the federal law of the United States and the
10 law of the State of Florida and the State of New York insofar as they bear on the matters
11 covered hereby.

12 We have reviewed only the Operative Documents and the other documents and
13 instruments described in Schedule II attached hereto and made a part hereof (together with the
14 Operative Documents, the "Documents") and have made no other investigation or inquiry. We
15 have also relied, without additional investigation, upon the facts set forth in the Documents,
16 including the representations made by Borrower in the Documents.

17 In our examination of the foregoing and in rendering the following opinions, in addition
18 to the assumptions contained elsewhere in this letter, we have, with your consent, assumed
19 without investigation (and we express no opinion regarding the following):

20 (i) the genuineness of all signatures (other than signatures of Borrower on the
21 Operative Documents) and the legal capacity of all individuals who executed
22 Documents individually or on behalf of any of the parties thereto, the accuracy
23 and completeness of each Document submitted for our review, the authenticity of
24 all Documents submitted to us as originals, the conformity to original Documents
25 of all Documents submitted to us as certified or photocopies and the authenticity
26 of the originals of such copies;

27 (ii) that each of the parties to the Operative Documents (other than Borrower) is a
28 duly organized or created, validly existing entity in good standing under the laws
29 of the jurisdiction of its organization or creation;

30 (iii) the due execution and delivery of the Operative Documents by all parties thereto
31 (other than Borrower);

32 (iv) that all parties to the Operative Documents (other than Borrower) have the power
33 and authority to execute and deliver the Operative Documents, as applicable, and
34 to perform their respective obligations under the Operative Documents, as
35 applicable;

36 (v) that each of the Operative Documents is the legal, valid and binding obligation of
37 each party thereto (other than Borrower), enforceable in each case against each
38 such party in accordance with the respective terms of the applicable Operative
39 Documents;

40 (vi) that the conduct of the parties to the Operative Documents has complied with all
41 applicable requirements of good faith, fair dealing and conscionability;

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as Administrative Agent and Lender
March 31, 2016
Page 3

(vii) that there are no agreements or understandings between the parties, written or oral, and there is no usage of trade or course of prior dealing between the parties that would, in either case, define, supplement or qualify the terms of any of the Operative Documents (except as specifically set forth in the Operative Documents); and

(viii) that none of the addressees of this letter know that the opinions set forth herein are incorrect and there has not been any mutual mistake of fact or misunderstanding, fraud, duress or undue influence relating to the matters which are the subject of our opinions.

As used in the opinions expressed herein, the phrase "to our knowledge" refers only to the actual current knowledge of those attorneys in our firm who have given substantive attention to Borrower in connection with the transaction contemplated pursuant to the Agreement (the "Transaction") and does not (i) include constructive notice of matters or information, or (ii) imply that we have undertaken any independent investigation (a) with any other person inside our firm or any persons outside our firm, or (b) as to the accuracy or completeness of any factual representation or other information made or furnished in connection with the Transaction. Furthermore, such reference means only that we do not know of any fact or circumstance contradicting the statement that follows the reference, and does not imply that we know the statement to be correct or have any basis (other than the Documents) for that statement.

Based solely upon our examination and consideration of the Documents, and in reliance thereon, and in reliance upon the factual representations contained in the Documents, and our consideration of such matters of law and fact as we have considered necessary or appropriate for the expression of the opinions contained herein, and subject to the limitations, qualifications and assumptions expressed herein, we are of the opinion that:

1. Borrower is validly existing as a corporation under the laws of the State of Florida and its status is active. Borrower has the requisite corporate power and authority to execute, deliver and perform the Operative Documents to which it is a party.

2. The execution, delivery and performance of the Operative Documents entered into by Borrower have been duly authorized by all necessary corporate action of Borrower and the Operative Documents to which Borrower is a party have been duly executed and delivered by Borrower.

3. Each of the Operative Documents to which Borrower is a party constitutes a valid and binding obligation of Borrower, enforceable against Borrower in accordance with its terms.

4. The execution and delivery of the Operative Documents to which Borrower is a party and the consummation by Borrower of the transactions contemplated in the Operative Documents to which Borrower is a party will not conflict with or constitute a breach or violation of any of the terms or provisions of, or constitute a default under (A) the Restated

1 [REDACTED]
2 as Administrative Agent and Lender
3 March 31, 2016
4 Page 4

5 Articles of Incorporation of Borrower, as amended, or the Bylaws, as amended, of Borrower,
6 assuming that the aggregate principal amount of the Loan and all of the unsecured indebtedness
7 of Borrower at any one time outstanding would not exceed the limits set forth in Borrower's
8 Restated Articles of Incorporation, as amended, (B) any existing federal, New York or Florida
9 statute, or any rule or regulation thereunder (in each case other than (i) any Excluded Laws, as to
10 which no opinion is expressed and (ii) any Applicable Energy Laws, which are addressed in
11 paragraph 6 below) of any federal, New York or Florida governmental agency or body having
12 jurisdiction over Borrower, except where the same would not have a material adverse effect on
13 the business, properties or financial condition of Borrower, a material adverse effect on the
14 ability of Borrower to perform its obligations under the Operative Documents or a material
15 adverse effect on the validity or enforceability of the Operative Documents, assuming that the
16 aggregate principal amount of the Loan and all other applicable indebtedness, equity securities
17 and all other liabilities and obligations as guarantor, endorser or surety of Borrower at any one
18 time outstanding would not exceed the limits set forth in the FPSC Financing Order, (C) require
19 any consent, approval, authorization or other order of any federal, New York or Florida court,
20 regulatory body, administrative agency or other federal, New York or Florida governmental body
21 having jurisdiction over Borrower (in each case other than under (i) any Excluded Laws as to
22 which no opinion is expressed and (ii) any Applicable Energy Laws, which are addressed in
23 paragraph 6 below), except those which have been obtained on or prior to the date hereof and
24 assuming that the aggregate principal amount of the Loan and all other applicable indebtedness,
25 equity securities and all other liabilities and obligations as guarantor, endorser or surety of
26 Borrower at any one time outstanding would not exceed the limits set forth in the FPSC
27 Financing Order, (D) to our knowledge, conflict with or constitute a breach of any of the terms
28 or provisions of, or a default under, any material agreement or material instrument to which
29 Borrower is a party or by which Borrower or its properties are bound (other than the Restated
30 Articles of Incorporation, as amended of Borrower, or the Bylaws of Borrower, as amended,
31 which are covered pursuant to clause (A) above), or (E) to our knowledge, result in the creation
32 or imposition of any Lien upon any of the material properties or assets of Borrower pursuant to
33 the terms of any mortgage, indenture, agreement or instrument to which Borrower is a party or
34 by which it is bound, except as contemplated in any of the Operative Documents.

35 5. Borrower is not an "investment company", as such term is defined in the
36 Investment Company Act of 1940.

37 6. The execution and delivery of the Operative Documents to which
38 Borrower is a party and the consummation by Borrower of the transactions contemplated in the
39 Operative Documents to which Borrower is a party will not (A) constitute a breach or violation
40 by Borrower of any Applicable Energy Law, or (B) require any consent, approval, authorization
41 or other order of any U.S. federal regulatory body, administrative agency or other U.S. federal
42 governmental body having jurisdiction over Borrower pursuant to an Applicable Energy Law.

43 The opinions set forth above are subject to the following qualifications:

44 A. The enforceability of the Operative Documents may be limited or affected by
45 bankruptcy, insolvency, reorganization, moratorium, fraudulent conveyance, fraudulent transfer

1 [REDACTED]
2
3 as Administrative Agent and Lender
4 March 31, 2016
Page 5

5 or other laws affecting creditors' rights generally, considerations of public policy and by general
6 principles of equity including, without limitation, concepts of materiality, reasonableness, good
7 faith and fair dealing and the possible unavailability of specific performance or injunctive relief,
8 regardless of whether considered in a proceeding in equity or at law. Without limiting the
9 generality of the foregoing, we express no opinion concerning:

10 (1) any purported waiver of legal rights of Borrower under any of the
11 Operative Documents, or any purported consent thereunder, relating to the
12 rights of Borrower (including, without limitation, marshaling of assets,
13 reinstatement and rights of redemption, if any), or duties owing to it,
14 existing as a matter of law (including, without limitation, any waiver of
15 any provision of the Uniform Commercial Code in effect in the State of
16 New York and/or the State of Florida) except to the extent Borrower may
17 so waive and has effectively so waived (whether in any of the Operative
18 Documents or otherwise); or

19 (2) any provisions in any of the Operative Documents (a) restricting access
20 to legal or equitable redress or otherwise, requiring submission to the
21 jurisdiction of the courts of a particular state where enforcement thereof is
22 deemed to be unreasonable in light of the circumstances or waiving any
23 rights to object to venue or inconvenient forum, (b) providing that any
24 other party's course of dealing, delay or failure to exercise any right,
25 remedy or option under any of the Operative Documents shall not operate
26 as a waiver, (c) purporting to establish evidentiary standards for suits or
27 proceedings to enforce any of the Operative Documents, (d) allowing any
28 party to declare indebtedness to be due and payable, in any such case
29 without notice, (e) providing for the reimbursement by the non-prevailing
30 party of the prevailing party's legal fees and expenses, (f) with respect to
31 the enforceability of the indemnification provisions in any of the
32 Operative Documents that may be limited by applicable laws or public
33 policy, (g) providing that forum selection clauses are binding on the court
34 or courts in the forum selected, (h) limiting judicial discretion regarding
35 the determination of damages and entitlement to attorneys' fees and other
36 costs, (i) which deny a party who has materially failed to render or offer
37 performance required by any of the Operative Documents the opportunity
38 to cure that failure unless permitting a cure would unreasonably hinder the
39 non-defaulting party from making substitute arrangements for
40 performance or unless it was important in the circumstances to the non-
41 defaulting party that performance occur by the date stated in the
42 agreement, or (j) which purport to waive any right to trial by jury.

43 B. The foregoing opinions are subject to applicable laws with respect to statutory
44 limitations of the time periods for bringing actions.

1 [REDACTED]
2
3 as Administrative Agent and Lender
4 March 31, 2016
5 Page 6

6 C. We express no opinion as to the subject matter jurisdiction of any United States
7 federal court to adjudicate any claim relating to any Operative Documents where jurisdiction
8 based on diversity of citizenship under 28 U.S.C. §1332 does not exist.

9 This opinion is limited to the matters stated herein and no opinions may be implied or
10 inferred beyond the matters expressly stated herein. We have assumed no obligation to advise
11 you or any other Person who may be permitted to rely on the opinions expressed herein as
12 hereinafter set forth beyond the opinions specifically expressed herein.

13 The opinions expressed herein are as of this date, and we assume no obligation to update
14 or supplement our opinions to reflect any facts or circumstances which may come to our
15 attention or any changes in law which may occur.

16 This opinion is provided to the addressee for its benefit and the benefit of any Person
17 that becomes a Lender in accordance with the provisions of the Agreement and is provided
18 only in connection with the Transaction and may not be relied upon in any respect by any
19 other Person or for any other purpose. Without our prior written consent, this opinion letter
20 may not be quoted in whole or in part or otherwise referred to in any document or report and
21 may not be furnished to any Person (other than a Person that becomes a Lender in
22 accordance with the provisions of the Agreement).

23
24
Very truly yours,

Squire Patton Boggs (US) LLP
SQUIRE PATTON BOGGS (US) LLP

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SCHEDULE I
TO
OPINION OF SQUIRE PATTON BOGGS (US) LLP

List of Operative Documents

- 5 (a) Term Loan Agreement, dated as of March 31, 2016 (the "Agreement"), by and among
6 Borrower, the lenders party thereto from time to time, and [REDACTED] as
7 Administrative Agent and Lender.
- 8 (b) Borrower's Certificate, dated as of March 31, 2016.



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squirepattonboggs.com

September 27, 2016

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[Redacted]

Re: Amendment No. 1 to Term Loan Agreement, dated as of September 27, 2016 (the "Amendment"), by and among Florida Power & Light Company (the "Borrower") and [Redacted] (the "Lender") and as Administrative Agent (the "Agent")

12 Ladies and Gentlemen:

13 This opinion is furnished to you pursuant to *Section 4.4* of the Amendment, which amends
14 that certain Term Loan Agreement, dated as of March 31, 2016 (the "Agreement"), among the
15 Borrower, the Lender, the other lenders party thereto, and the Agent. This opinion is furnished to
16 you at the request of the Borrower. Capitalized terms defined in the Agreement, as amended by the
17 Amendment, and not otherwise defined herein have the meanings set forth therein.

18 We have acted as special counsel to the Borrower in connection with the documents
19 described in *Schedule I* attached hereto and made a part hereof (the "Operative Documents").

20 We have made such examinations of the federal law of the United States and of the laws of
21 the State of Florida and the State of New York as we have deemed relevant for purposes of this
22 opinion, and solely for the purposes of the opinions in paragraph 6, the Public Utility Holding
23 Company Act of 2005 and the Federal Power Act (the Public Utility Holding Company Act of 2005
24 and the Federal Power Act and the rules and regulations issued thereunder being referred to herein
25 as the "Applicable Energy Laws"), and have not made any independent review of the law of any
26 other state or other jurisdiction: *provided however* we have made no investigation as to, and we
27 express no opinion with respect to, any federal securities laws or the blue sky laws of any state, any
28 state or federal tax laws, or any matters relating to the Applicable Energy Laws (except for the
29 purposes of the opinions in paragraph 6), the Public Utility Regulatory Policies Act of 1978, the
30 Energy Policy Act of 2005, or the rules and regulations under any of the foregoing. Additionally,
31 the opinions contained herein shall not be construed as expressing any opinion regarding local
32 statutes, ordinances, administrative decisions, or regarding the rules and regulations of counties,
33 towns, municipalities or special political subdivisions (whether created or enabled through

34 45 Offices in 21 Countries
35 Squire Patton Boggs (US) LLP is part of the international legal practice Squire Patton Boggs, which operates worldwide through a number of separate legal
36 entities.
37 Please visit squirepattonboggs.com for more information.

Squire Patton Boggs (US) LLP

1 [REDACTED] A
2 September 27, 2016
3 Page 2

4 legislative action at the state or regional level), or regarding judicial decisions to the extent
5 they deal with any of the foregoing (collectively, "Excluded Laws"). Subject to the foregoing
6 provisions of this paragraph, the opinions expressed herein are limited solely to the federal law
7 of the United States and the law of the State of Florida and the State of New York insofar as
8 they bear on the matters covered hereby.

9 We have reviewed only the Operative Documents and the other documents and instruments
10 described in Schedule II attached hereto and made a part hereof (together with the Operative
11 Documents, the "Documents") and have made no other investigation or inquiry. We have also
12 relied, without additional investigation, upon the facts set forth in the Documents, including the
13 representations made by Borrower in the Documents.

14 In our examination of the foregoing and in rendering the following opinions, in addition to
15 the assumptions contained elsewhere in this letter, we have, with your consent, assumed without
16 investigation (and we express no opinion regarding the following):

- 17 (i) the genuineness of all signatures (other than signatures of Borrower on the Operative
18 Documents) and the legal capacity of all individuals who executed Documents
19 individually or on behalf of any of the parties thereto, the accuracy and completeness
20 of each Document submitted for our review, the authenticity of all Documents
21 submitted to us as originals, the conformity to original Documents of all Documents
22 submitted to us as certified or photocopies and the authenticity of the originals of
23 such copies;
- 24 (ii) that each of the parties to the Operative Documents (other than Borrower) is a duly
25 organized or created, validly existing entity in good standing under the laws of the
26 jurisdiction of its organization or creation;
- 27 (iii) the due execution and delivery of the Operative Documents by all parties thereto
28 (other than Borrower);
- 29 (iv) that all parties to the Operative Documents (other than Borrower) have the power
30 and authority to execute and deliver the Operative Documents, as applicable, and to
31 perform their respective obligations under the Operative Documents, as applicable;
- 32 (v) that each of the Operative Documents is the legal, valid and binding obligation of
33 each party thereto (other than Borrower), enforceable in each case against each such
34 party in accordance with the respective terms of the applicable Operative
35 Documents;
- 36 (vi) that the conduct of the parties to the Operative Documents has complied with all
37 applicable requirements of good faith, fair dealing and conscionability;
- 38 (vii) that there are no agreements or understandings between the parties, written or oral,
39 and there is no usage of trade or course of prior dealing between the parties that

Squire Patton Boggs (US) LLP

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September 27, 2016
Page 3

would, in either case, define, supplement or qualify the terms of any of the Operative Documents (except as specifically set forth in the Operative Documents); and

- (viii) that none of the addressees of this letter know that the opinions set forth herein are incorrect and there has not been any mutual mistake of fact or misunderstanding, fraud, duress or undue influence relating to the matters which are the subject of our opinions.

As used in the opinions expressed herein, the phrase "to our knowledge" refers only to the actual current knowledge of those attorneys in our firm who have given substantive attention to Borrower in connection with the transaction contemplated pursuant to the Agreement (the "Transaction") and does not (i) include constructive notice of matters or information, or (ii) imply that we have undertaken any independent investigation (a) with any other person inside our firm or any persons outside our firm, or (b) as to the accuracy or completeness of any factual representation or other information made or furnished in connection with the Transaction. Furthermore, such reference means only that we do not know of any fact or circumstance contradicting the statement that follows the reference, and does not imply that we know the statement to be correct or have any basis (other than the Documents) for that statement.

Based solely upon our examination and consideration of the Documents, and in reliance thereon, and in reliance upon the factual representations contained in the Documents, and our consideration of such matters of law and fact as we have considered necessary or appropriate for the expression of the opinions contained herein, and subject to the limitations, qualifications and assumptions expressed herein, we are of the opinion that:

1. Borrower is validly existing as a corporation under the laws of the State of Florida and its status is active. Borrower has the requisite corporate power and authority to execute, deliver and perform the Operative Documents to which it is a party.
2. The execution, delivery and performance of the Operative Documents entered into by Borrower have been duly authorized by all necessary corporate action of Borrower and the Operative Documents to which Borrower is a party have been duly executed and delivered by Borrower.
3. Each of the Operative Documents to which Borrower is a party constitutes a valid and binding obligation of Borrower, enforceable against Borrower in accordance with its terms.
4. The execution and delivery of the Operative Documents to which Borrower is a party and the consummation by Borrower of the transactions contemplated in the Operative Documents to which Borrower is a party will not conflict with or constitute a breach or violation of any of the terms or provisions of, or constitute a default under (A) the Restated Articles of Incorporation of Borrower, as amended, or the Bylaws, as amended, of Borrower, assuming that the aggregate principal amount of the Loan and all of the unsecured indebtedness of Borrower at any one time

1 [REDACTED] A
2 September 27, 2016
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outstanding would not exceed the limits set forth in Borrower's Restated Articles of Incorporation, as amended, (B) any existing federal, New York or Florida statute, or any rule or regulation thereunder (in each case other than (i) any Excluded Laws, as to which no opinion is expressed and (ii) any Applicable Energy Laws, which are addressed in paragraph 6 below) of any federal, New York or Florida governmental agency or body having jurisdiction over Borrower, except where the same would not have a material adverse effect on the business, properties or financial condition of Borrower, a material adverse effect on the ability of Borrower to perform its obligations under the Operative Documents or a material adverse effect on the validity or enforceability of the Operative Documents, assuming that the aggregate principal amount of the Loan and all other applicable indebtedness, equity securities and all other liabilities and obligations as guarantor, endorser or surety of Borrower at any one time outstanding would not exceed the limits set forth in the FPSC Financing Order, (C) require any consent, approval, authorization or other order of any federal, New York or Florida court, regulatory body, administrative agency or other federal, New York or Florida governmental body having jurisdiction over Borrower (in each case other than under (i) any Excluded Laws as to which no opinion is expressed and (ii) any Applicable Energy Laws, which are addressed in paragraph 6 below), except those which have been obtained on or prior to the date hereof and assuming that the aggregate principal amount of the Loan and all other applicable indebtedness, equity securities and all other liabilities and obligations as guarantor, endorser or surety of Borrower at any one time outstanding would not exceed the limits set forth in the FPSC Financing Order, (D) to our knowledge, conflict with or constitute a breach of any of the terms or provisions of, or a default under, any material agreement or material instrument to which Borrower is a party or by which Borrower or its properties are bound (other than the Restated Articles of Incorporation, as amended of Borrower, or the Bylaws of Borrower, as amended, which are covered pursuant to clause (A) above), or (E) to our knowledge, result in the creation or imposition of any Lien upon any of the material properties or assets of Borrower pursuant to the terms of any mortgage, indenture, agreement or instrument to which Borrower is a party or by which it is bound, except as contemplated in any of the Operative Documents.

5. Borrower is not an "investment company", as such term is defined in the Investment Company Act of 1940.
6. The execution and delivery of the Operative Documents to which Borrower is a party and the consummation by Borrower of the transactions contemplated in the Operative Documents to which Borrower is a party will not (A) constitute a breach or violation by Borrower of any Applicable Energy Law, or (B) require any consent, approval, authorization or other order of any U.S. federal regulatory body, administrative agency or other U.S. federal governmental body having jurisdiction over Borrower pursuant to an Applicable Energy Law.

Squire Patton Boggs (US) LLP

1 [REDACTED] A
2 September 27, 2016
3 Page 5

4 The opinions set forth above are subject to the following qualifications:

5 A. The enforceability of the Operative Documents may be limited or affected by
6 bankruptcy, insolvency, reorganization, moratorium, fraudulent conveyance, fraudulent transfer or
7 other laws affecting creditors' rights generally, considerations of public policy and by general
8 principles of equity including, without limitation, concepts of materiality, reasonableness, good
9 faith and fair dealing and the possible unavailability of specific performance or injunctive relief,
10 regardless of whether considered in a proceeding in equity or at law. Without limiting the generality
11 of the foregoing, we express no opinion concerning:

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- (1) any purported waiver of legal rights of Borrower under any of the Operative Documents, or any purported consent thereunder, relating to the rights of Borrower (including, without limitation, marshaling of assets, reinstatement and rights of redemption, if any), or duties owing to it, existing as a matter of law (including, without limitation, any waiver of any provision of the Uniform Commercial Code in effect in the State of New York and/or the State of Florida) except to the extent Borrower may so waive and has effectively so waived (whether in any of the Operative Documents or otherwise); or
- (2) any provisions in any of the Operative Documents (a) restricting access to legal or equitable redress or otherwise, requiring submission to the jurisdiction of the courts of a particular state where enforcement thereof is deemed to be unreasonable in light of the circumstances or waiving any rights to object to venue or inconvenient forum, (b) providing that any other party's course of dealing, delay or failure to exercise any right, remedy or option under any of the Operative Documents shall not operate as a waiver, (c) purporting to establish evidentiary standards for suits or proceedings to enforce any of the Operative Documents, (d) allowing any party to declare indebtedness to be due and payable, in any such case without notice, (e) providing for the reimbursement by the non-prevailing party of the prevailing party's legal fees and expenses, (f) with respect to the enforceability of the indemnification provisions in any of the Operative Documents that may be limited by applicable laws or public policy, (g) providing that forum selection clauses are binding on the court or courts in the forum selected, (h) limiting judicial discretion regarding the determination of damages and entitlement to attorneys' fees and other costs, (i) which deny a party who has materially failed to render or offer performance required by any of the Operative Documents the opportunity to cure that failure unless permitting a cure would unreasonably hinder the non-defaulting party from making substitute arrangements for performance or unless it was important in the circumstances to the non-defaulting party that performance occur by the date stated in the agreement, or (j) which purport to waive any right to trial by jury.

Squire Patton Boggs (US) LLP

1 [REDACTED] A
2 September 27, 2016
3 Page 6

4 B. The foregoing opinions are subject to applicable laws with respect to statutory
5 limitations of the time periods for bringing actions.

6 C. We express no opinion as to the subject matter jurisdiction of any United States
7 federal court to adjudicate any claim relating to any Operative Documents where jurisdiction based
8 on diversity of citizenship under 28 U.S.C. §1332 does not exist.

9 This opinion is limited to the matters stated herein and no opinions may be implied or
10 inferred beyond the matters expressly stated herein. We have assumed no obligation to advise you
11 or any other Person who may be permitted to rely on the opinions expressed herein as hereinafter
12 set forth beyond the opinions specifically expressed herein.

13 The opinions expressed herein are as of this date, and we assume no obligation to update or
14 supplement our opinions to reflect any facts or circumstances which may come to our attention or
15 any changes in law which may occur.

16 This opinion is provided to the addressee for its benefit and the benefit of any Person
17 that becomes a Lender in accordance with the provisions of the Agreement and is provided only
18 in connection with the Transaction and may not be relied upon in any respect by any other
19 Person or for any other purpose. Without our prior written consent, this opinion letter may not
20 be quoted in whole or in part or otherwise referred to in any document or report and may not be
21 furnished to any Person (other than a Person that becomes a Lender in accordance with the
22 provisions of the Agreement).

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Very truly yours,

Squire Patton Boggs (US) LLP
SQUIRE PATTON BOGGS (US) LLP



Squire Patton Boggs (US) LLP
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Miami, Florida 33131

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1 March 31, 2016

2
3 [REDACTED]
as Administrative Agent and Lender

4 Re: Florida Power & Light Company \$100,000,000 Term Loan Agreement

5 Ladies and Gentlemen:

6 This opinion is furnished to you pursuant to Section 6.01(c) of that certain Term Loan
7 Agreement, dated as of March 31, 2016 (the "Agreement"), between Florida Power & Light
8 Company, a Florida corporation ("Borrower"), the Lenders party thereto from time to time, and
9 [REDACTED] as Administrative Agent (the "Agent") and as Lender.

10 This opinion is furnished to you at the request of Borrower. Capitalized terms defined in the
11 Agreement and not otherwise defined herein have the meanings set forth therein.

12 We have acted as special counsel to Borrower, in connection with the documents
13 described in Schedule 1 attached hereto and made a part hereof (the "Operative Documents").

14 We have made such examinations of the federal law of the United States and of the laws
15 of the State of Florida and the State of New York as we have deemed relevant for purposes of
16 this opinion, and solely for the purposes of the opinions in paragraph 6, the Public Utility
17 Holding Company Act of 2005 and the Federal Power Act (the Public Utility Holding Company
18 Act of 2005 and the Federal Power Act and the rules and regulations issued thereunder being
19 referred to herein as the "Applicable Energy Laws"), and have not made any independent
20 review of the law of any other state or other jurisdiction: *provided however* we have made no
21 investigation as to, and we express no opinion with respect to, any federal securities laws or the
22 blue sky laws of any state, any state or federal tax laws, or any matters relating to the Applicable
23 Energy Laws (except for the purposes of the opinions in paragraph 6), the Public Utility
24 Regulatory Policies Act of 1978, the Energy Policy Act of 2005, or the rules and regulations
25 under any of the foregoing. Additionally, the opinions contained herein shall not be construed as
26 expressing any opinion regarding local statutes, ordinances, administrative decisions, or
27 regarding the rules and regulations of counties, towns, municipalities or special political
28 subdivisions (whether created or enabled through legislative action at the state or regional
29 level), or regarding judicial decisions to the extent they deal with any of the foregoing
30 (collectively, "Excluded Laws"). Subject to the foregoing provisions of this paragraph, the
31 opinions expressed herein are limited solely to the federal law of the United States and the

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as Administrative Agent and Lender
March 31, 2016
Page 2

law of the State of Florida and the State of New York insofar as they bear on the matters covered hereby.

We have reviewed only the Operative Documents and the other documents and instruments described in Schedule II attached hereto and made a part hereof (together with the Operative Documents, the "Documents") and have made no other investigation or inquiry. We have also relied, without additional investigation, upon the facts set forth in the Documents, including the representations made by Borrower in the Documents.

In our examination of the foregoing and in rendering the following opinions, in addition to the assumptions contained elsewhere in this letter, we have, with your consent, assumed without investigation (and we express no opinion regarding the following):

- (i) the genuineness of all signatures (other than signatures of Borrower on the Operative Documents) and the legal capacity of all individuals who executed Documents individually or on behalf of any of the parties thereto, the accuracy and completeness of each Document submitted for our review, the authenticity of all Documents submitted to us as originals, the conformity to original Documents of all Documents submitted to us as certified or photocopies and the authenticity of the originals of such copies;
- (ii) that each of the parties to the Operative Documents (other than Borrower) is a duly organized or created, validly existing entity in good standing under the laws of the jurisdiction of its organization or creation;
- (iii) the due execution and delivery of the Operative Documents by all parties thereto (other than Borrower);
- (iv) that all parties to the Operative Documents (other than Borrower) have the power and authority to execute and deliver the Operative Documents, as applicable, and to perform their respective obligations under the Operative Documents, as applicable;
- (v) that each of the Operative Documents is the legal, valid and binding obligation of each party thereto (other than Borrower), enforceable in each case against each such party in accordance with the respective terms of the applicable Operative Documents;
- (vi) that the conduct of the parties to the Operative Documents has complied with all applicable requirements of good faith, fair dealing and conscionability;
- (vii) that there are no agreements or understandings between the parties, written or oral, and there is no usage of trade or course of prior dealing between the parties that would, in either case, define, supplement or qualify the terms of any of the

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[REDACTED]
as Administrative Agent and Lender
March 31, 2016
Page 3

Operative Documents (except as specifically set forth in the Operative Documents); and

(viii) that none of the addressees of this letter know that the opinions set forth herein are incorrect and there has not been any mutual mistake of fact or misunderstanding, fraud, duress or undue influence relating to the matters which are the subject of our opinions.

As used in the opinions expressed herein, the phrase "to our knowledge" refers only to the actual current knowledge of those attorneys in our firm who have given substantive attention to Borrower in connection with the transaction contemplated pursuant to the Agreement (the "Transaction") and does not (i) include constructive notice of matters or information, or (ii) imply that we have undertaken any independent investigation (a) with any other person inside our firm or any persons outside our firm, or (b) as to the accuracy or completeness of any factual representation or other information made or furnished in connection with the Transaction. Furthermore, such reference means only that we do not know of any fact or circumstance contradicting the statement that follows the reference, and does not imply that we know the statement to be correct or have any basis (other than the Documents) for that statement.

Based solely upon our examination and consideration of the Documents, and in reliance thereon, and in reliance upon the factual representations contained in the Documents, and our consideration of such matters of law and fact as we have considered necessary or appropriate for the expression of the opinions contained herein, and subject to the limitations, qualifications and assumptions expressed herein, we are of the opinion that:

1. Borrower is validly existing as a corporation under the laws of the State of Florida and its status is active. Borrower has the requisite corporate power and authority to execute, deliver and perform the Operative Documents to which it is a party.

2. The execution, delivery and performance of the Operative Documents entered into by Borrower have been duly authorized by all necessary corporate action of Borrower and the Operative Documents to which Borrower is a party have been duly executed and delivered by Borrower.

3. Each of the Operative Documents to which Borrower is a party constitutes a valid and binding obligation of Borrower, enforceable against Borrower in accordance with its terms.

4. The execution and delivery of the Operative Documents to which Borrower is a party and the consummation by Borrower of the transactions contemplated in the Operative Documents to which Borrower is a party will not conflict with or constitute a breach or violation of any of the terms or provisions of, or constitute a default under (A) the Restated Articles of Incorporation of Borrower, as amended, or the Bylaws, as amended, of Borrower.

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[Redacted]
as Administrative Agent and Lender
March 31, 2016
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assuming that the aggregate principal amount of the Loan and all of the unsecured indebtedness of Borrower at any one time outstanding would not exceed the limits set forth in Borrower's Restated Articles of Incorporation, as amended. (B) any existing federal, New York or Florida statute, or any rule or regulation thereunder (in each case other than (i) any Excluded Laws, as to which no opinion is expressed and (ii) any Applicable Energy Laws, which are addressed in paragraph 6 below) of any federal, New York or Florida governmental agency or body having jurisdiction over Borrower, except where the same would not have a material adverse effect on the business, properties or financial condition of Borrower, a material adverse effect on the ability of Borrower to perform its obligations under the Operative Documents or a material adverse effect on the validity or enforceability of the Operative Documents, assuming that the aggregate principal amount of the Loan and all other applicable indebtedness, equity securities and all other liabilities and obligations as guarantor, endorser or surety of Borrower at any one time outstanding would not exceed the limits set forth in the FPSC Financing Order. (C) require any consent, approval, authorization or other order of any federal, New York or Florida court, regulatory body, administrative agency or other federal, New York or Florida governmental body having jurisdiction over Borrower (in each case other than under (i) any Excluded Laws as to which no opinion is expressed and (ii) any Applicable Energy Laws, which are addressed in paragraph 6 below), except those which have been obtained on or prior to the date hereof and assuming that the aggregate principal amount of the Loan and all other applicable indebtedness, equity securities and all other liabilities and obligations as guarantor, endorser or surety of Borrower at any one time outstanding would not exceed the limits set forth in the FPSC Financing Order. (D) to our knowledge, conflict with or constitute a breach of any of the terms or provisions of, or a default under, any material agreement or material instrument to which Borrower is a party or by which Borrower or its properties are bound (other than the Restated Articles of Incorporation, as amended of Borrower, or the Bylaws of Borrower, as amended, which are covered pursuant to clause (A) above), or (E) to our knowledge, result in the creation or imposition of any Lien upon any of the material properties or assets of Borrower pursuant to the terms of any mortgage, indenture, agreement or instrument to which Borrower is a party or by which it is bound, except as contemplated in any of the Operative Documents.

5. Borrower is not an "investment company", as such term is defined in the Investment Company Act of 1940.

6. The execution and delivery of the Operative Documents to which Borrower is a party and the consummation by Borrower of the transactions contemplated in the Operative Documents to which Borrower is a party will not (A) constitute a breach or violation by Borrower of any Applicable Energy Law, or (B) require any consent, approval, authorization or other order of any U.S. federal regulatory body, administrative agency or other U.S. federal governmental body having jurisdiction over Borrower pursuant to an Applicable Energy Law.

The opinions set forth above are subject to the following qualifications:

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3 as Administrative Agent and Lender
4 March 31, 2016
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A. The enforceability of the Operative Documents may be limited or affected by bankruptcy, insolvency, reorganization, moratorium, fraudulent conveyance, fraudulent transfer or other laws affecting creditors' rights generally, considerations of public policy and by general principles of equity including, without limitation, concepts of materiality, reasonableness, good faith and fair dealing and the possible unavailability of specific performance or injunctive relief, regardless of whether considered in a proceeding in equity or at law. Without limiting the generality of the foregoing, we express no opinion concerning:

- (1) any purported waiver of legal rights of Borrower under any of the Operative Documents, or any purported consent thereunder, relating to the rights of Borrower (including, without limitation, marshaling of assets, reinstatement and rights of redemption, if any), or duties owing to it, existing as a matter of law (including, without limitation, any waiver of any provision of the Uniform Commercial Code in effect in the State of New York and/or the State of Florida) except to the extent Borrower may so waive and has effectively so waived (whether in any of the Operative Documents or otherwise); or
- (2) any provisions in any of the Operative Documents (a) restricting access to legal or equitable redress or otherwise, requiring submission to the jurisdiction of the courts of a particular state where enforcement thereof is deemed to be unreasonable in light of the circumstances or waiving any rights to object to venue or inconvenient forum, (b) providing that any other party's course of dealing, delay or failure to exercise any right, remedy or option under any of the Operative Documents shall not operate as a waiver, (c) purporting to establish evidentiary standards for suits or proceedings to enforce any of the Operative Documents, (d) allowing any party to declare indebtedness to be due and payable, in any such case without notice, (e) providing for the reimbursement by the non-prevailing party of the prevailing party's legal fees and expenses, (f) with respect to the enforceability of the indemnification provisions in any of the Operative Documents that may be limited by applicable laws or public policy, (g) providing that forum selection clauses are binding on the court or courts in the forum selected, (h) limiting judicial discretion regarding the determination of damages and entitlement to attorneys' fees and other costs, (i) which deny a party who has materially failed to render or offer performance required by any of the Operative Documents the opportunity to cure that failure unless permitting a cure would unreasonably hinder the non-defaulting party from making substitute arrangements for performance or unless it was important in the circumstances to the non-defaulting party that performance occur by the date stated in the agreement, or (j) which purport to waive any right to trial by jury.

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as Administrative Agent and Lender
March 31, 2016
Page 6

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B. The foregoing opinions are subject to applicable laws with respect to statutory limitations of the time periods for bringing actions.

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C. We express no opinion as to the subject matter jurisdiction of any United States federal court to adjudicate any claim relating to any Operative Documents where jurisdiction based on diversity of citizenship under 28 U.S.C. §1332 does not exist.

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This opinion is limited to the matters stated herein and no opinions may be implied or inferred beyond the matters expressly stated herein. We have assumed no obligation to advise you or any other Person who may be permitted to rely on the opinions expressed herein as hereinafter set forth beyond the opinions specifically expressed herein.

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The opinions expressed herein are as of this date, and we assume no obligation to update or supplement our opinions to reflect any facts or circumstances which may come to our attention or any changes in law which may occur.

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This opinion is provided to the addressee for its benefit and the benefit of any Person that becomes a Lender in accordance with the provisions of the Agreement and is provided only in connection with the Transaction and may not be relied upon in any respect by any other Person or for any other purpose. Without our prior written consent, this opinion letter may not be quoted in whole or in part or otherwise referred to in any document or report and may not be furnished to any Person (other than a Person that becomes a Lender in accordance with the provisions of the Agreement).

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Very truly yours,

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Squire Patton Boggs (US) LLP
SQUIRE PATTON BOGGS (US) LLP

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SCHEDULE I
TO
OPINION OF SQUIRE PATTON BOGGS (US) LLP

List of Operative Documents

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- (a) Term Loan Agreement, dated as of March 31, 2016 (the "Agreement"), by and among Borrower, the lenders party thereto from time to time, and [REDACTED] as Administrative Agent and Lender.
- (b) Borrower's Certificate, dated as of March 31, 2016.



Squire Patton Boggs (US) LLP
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Miami, Florida 33131

O +1 305 577 7000
F +1 305 577 7001
squirepattonboggs.com

1 August 26, 2016

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Re: Amendment No. 1 to Term Loan Agreement, dated as of August 26, 2016 (the "Amendment"), by and among Florida Power & Light Company (the "Borrower") and [REDACTED] as Lender (the "Lender") and as Administrative Agent (the "Agent")

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Ladies and Gentlemen:

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This opinion is furnished to you pursuant to *Section 4.4* of the Amendment, which amends that certain Term Loan Agreement, dated as of March 31, 2016 (the "Agreement"), among the Borrower, the Lender, the other lenders party thereto, and the Agent. This opinion is furnished to you at the request of the Borrower. Capitalized terms defined in the Agreement, as amended by the Amendment, and not otherwise defined herein have the meanings set forth therein.

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We have acted as special counsel to the Borrower, in connection with the documents described in Schedule 1 attached hereto and made a part hereof (the "Operative Documents").

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We have made such examinations of the federal law of the United States and of the laws of the State of Florida and the State of New York as we have deemed relevant for purposes of this opinion, and solely for the purposes of the opinions in paragraph 6, the Public Utility Holding Company Act of 2005 and the Federal Power Act (the Public Utility Holding Company Act of 2005 and the Federal Power Act and the rules and regulations issued thereunder being referred to herein as the "Applicable Energy Laws"), and have not made any independent review of the law of any other state or other jurisdiction: *provided however* we have made no investigation as to, and we express no opinion with respect to, any federal securities laws or the blue sky laws of any state, any state or federal tax laws, or any matters relating to the Applicable Energy Laws (except for the purposes of the opinions in paragraph 6), the Public Utility Regulatory Policies Act of 1978, the Energy Policy Act of 2005, or the rules and regulations

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45 Offices in 21 Countries
Squire Patton Boggs (US) LLP is part of the international legal practice Squire Patton Boggs, which operates worldwide through a number of separate legal entities.
Please visit squirepattonboggs.com for more information.

1 [REDACTED] A
2 August 26, 2016
3 Page 2

SQUIRE PATTON BOGGS (US) LLP

4 Regulatory Policies Act of 1978, the Energy Policy Act of 2005, or the rules and regulations
5 under any of the foregoing. Additionally, the opinions contained herein shall not be construed as
6 expressing any opinion regarding local statutes, ordinances, administrative decisions, or
7 regarding the rules and regulations of counties, towns, municipalities or special political
8 subdivisions (whether created or enabled through legislative action at the state or regional
9 level), or regarding judicial decisions to the extent they deal with any of the foregoing
10 (collectively, "Excluded Laws"). Subject to the foregoing provisions of this paragraph, the
11 opinions expressed herein are limited solely to the federal law of the United States and the
12 law of the State of Florida and the State of New York insofar as they bear on the matters
13 covered hereby.

14 We have reviewed only the Operative Documents and the other documents and
15 instruments described in *Schedule II* attached hereto and made a part hereof (together with the
16 Operative Documents, the "Documents") and have made no other investigation or inquiry. We
17 have also relied, without additional investigation, upon the facts set forth in the Documents,
18 including the representations made by Borrower in the Documents.

19 In our examination of the foregoing and in rendering the following opinions, in addition
20 to the assumptions contained elsewhere in this letter, we have, with your consent, assumed
21 without investigation (and we express no opinion regarding the following):

22 (i) the genuineness of all signatures (other than signatures of Borrower on the
23 Operative Documents) and the legal capacity of all individuals who executed
24 Documents individually or on behalf of any of the parties thereto, the accuracy
25 and completeness of each Document submitted for our review, the authenticity of
26 all Documents submitted to us as originals, the conformity to original Documents
27 of all Documents submitted to us as certified or photocopies and the authenticity
28 of the originals of such copies;

29 (ii) that each of the parties to the Operative Documents (other than Borrower) is a
30 duly organized or created, validly existing entity in good standing under the laws
31 of the jurisdiction of its organization or creation;

32 (iii) the due execution and delivery of the Operative Documents by all parties thereto
33 (other than Borrower);

34 (iv) that all parties to the Operative Documents (other than Borrower) have the power
35 and authority to execute and deliver the Operative Documents, as applicable, and
36 to perform their respective obligations under the Operative Documents, as
37 applicable;

38 (v) that each of the Operative Documents is the legal, valid and binding obligation of
39 each party thereto (other than Borrower), enforceable in each case against each
40 such party in accordance with the respective terms of the applicable Operative
41 Documents;

SQUIRE PATTON BOGGS (US) LLP

1 [REDACTED] A
2 August 26, 2016
3 Page 3

- 4 (vi) that the conduct of the parties to the Operative Documents has complied with all
5 applicable requirements of good faith, fair dealing and conscionability;
- 6 (vii) that there are no agreements or understandings between the parties, written or
7 oral, and there is no usage of trade or course of prior dealing between the parties
8 that would, in either case, define, supplement or qualify the terms of any of the
9 Operative Documents (except as specifically set forth in the Operative
10 Documents); and
- 11 (viii) that none of the addressees of this letter know that the opinions set forth herein
12 are incorrect and there has not been any mutual mistake of fact or
13 misunderstanding, fraud, duress or undue influence relating to the matters which
14 are the subject of our opinions.

15 As used in the opinions expressed herein, the phrase "to our knowledge refers only to the
16 actual current knowledge of those attorneys in our firm who have given substantive attention to
17 Borrower in connection with the transaction contemplated pursuant to the Agreement (the
18 "Transaction") and does not (i) include constructive notice of matters or information, or (ii)
19 imply that we have undertaken any independent investigation (a) with any other person inside
20 our firm or any persons outside our firm, or (b) as to the accuracy or completeness of any factual
21 representation or other information made or furnished in connection with the Transaction.
22 Furthermore, such reference means only that we do not know of any fact or circumstance
23 contradicting the statement that follows the reference, and does not imply that we know the
24 statement to be correct or have any basis (other than the Documents) for that statement.

25 Based solely upon our examination and consideration of the Documents, and in reliance
26 thereon, and in reliance upon the factual representations contained in the Documents, and our
27 consideration of such matters of law and fact as we have considered necessary or appropriate for
28 the expression of the opinions contained herein, and subject to the limitations, qualifications and
29 assumptions expressed herein, we are of the opinion that:

30 1. Borrower is validly existing as a corporation under the laws of the State of
31 Florida and its status is active. Borrower has the requisite corporate power and authority to
32 execute, deliver and perform the Operative Documents to which it is a party.

33 2. The execution, delivery and performance of the Operative Documents
34 entered into by Borrower have been duly authorized by all necessary corporate action of
35 Borrower and the Operative Documents to which Borrower is a party have been duly executed
36 and delivered by Borrower.

37 3. Each of the Operative Documents to which Borrower is a party constitutes
38 a valid and binding obligation of Borrower, enforceable against Borrower in accordance with its
39 terms.

SQUIRE PATTON BOGGS (US) LLP

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August 26, 2016
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4. The execution and delivery of the Operative Documents to which Borrower is a party and the consummation by Borrower of the transactions contemplated in the Operative Documents to which Borrower is a party will not conflict with or constitute a breach or violation of any of the terms or provisions of, or constitute a default under (A) the Restated Articles of Incorporation of Borrower, as amended, or the Bylaws, as amended, of Borrower, assuming that the aggregate principal amount of the Loan and all of the unsecured indebtedness of Borrower at any one time outstanding would not exceed the limits set forth in Borrower's Restated Articles of Incorporation, as amended, (B) any existing federal, New York or Florida statute, or any rule or regulation thereunder (in each case other than (i) any Excluded Laws, as to which no opinion is expressed and (ii) any Applicable Energy Laws, which are addressed in paragraph 6 below) of any federal, New York or Florida governmental agency or body having jurisdiction over Borrower, except where the same would not have a material adverse effect on the business, properties or financial condition of Borrower, a material adverse effect on the ability of Borrower to perform its obligations under the Operative Documents or a material adverse effect on the validity or enforceability of the Operative Documents, assuming that the aggregate principal amount of the Loan and all other applicable indebtedness, equity securities and all other liabilities and obligations as guarantor, endorser or surety of Borrower at any one time outstanding would not exceed the limits set forth in the FPSC Financing Order, (C) require any consent, approval, authorization or other order of any federal, New York or Florida court, regulatory body, administrative agency or other federal, New York or Florida governmental body having jurisdiction over Borrower (in each case other than under (i) any Excluded Laws as to which no opinion is expressed and (ii) any Applicable Energy Laws, which are addressed in paragraph 6 below), except those which have been obtained on or prior to the date hereof and assuming that the aggregate principal amount of the Loan and all other applicable indebtedness, equity securities and all other liabilities and obligations as guarantor, endorser or surety of Borrower at any one time outstanding would not exceed the limits set forth in the FPSC Financing Order, (D) to our knowledge, conflict with or constitute a breach of any of the terms or provisions of, or a default under, any material agreement or material instrument to which Borrower is a party or by which Borrower or its properties are bound (other than the Restated Articles of Incorporation, as amended of Borrower, or the Bylaws of Borrower, as amended, which are covered pursuant to clause (A) above), or (E) to our knowledge, result in the creation or imposition of any Lien upon any of the material properties or assets of Borrower pursuant to the terms of any mortgage, indenture, agreement or instrument to which Borrower is a party or by which it is bound, except as contemplated in any of the Operative Documents.

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5. Borrower is not an "investment company", as such term is defined in the Investment Company Act of 1940.

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6. The execution and delivery of the Operative Documents to which Borrower is a party and the consummation by Borrower of the transactions contemplated in the Operative Documents to which Borrower is a party will not (A) constitute a breach or violation by Borrower of any Applicable Energy Law, or (B) require any consent, approval, authorization or other order of any U.S. federal regulatory body, administrative agency or other U.S. federal governmental body having jurisdiction over Borrower pursuant to an Applicable Energy Law.

SQUIRE PATTON BOGGS (US) LLP

1 [REDACTED] A
2 August 26, 2016
3 Page 5

4 The opinions set forth above are subject to the following qualifications:

5 A. The enforceability of the Operative Documents may be limited or affected by
6 bankruptcy, insolvency, reorganization, moratorium, fraudulent conveyance, fraudulent transfer
7 or other laws affecting creditors' rights generally, considerations of public policy and by general
8 principles of equity including, without limitation, concepts of materiality, reasonableness, good
9 faith and fair dealing and the possible unavailability of specific performance or injunctive relief,
10 regardless of whether considered in a proceeding in equity or at law. Without limiting the
11 generality of the foregoing, we express no opinion concerning:

- 12 (1) any purported waiver of legal rights of Borrower under any of the
11 Operative Documents, or any purported consent thereunder, relating to the
12 rights of Borrower (including, without limitation, marshaling of assets,
13 reinstatement and rights of redemption, if any), or duties owing to it,
14 existing as a matter of law (including, without limitation, any waiver of
15 any provision of the Uniform Commercial Code in effect in the State of
16 New York and/or the State of Florida) except to the extent Borrower may
17 so waive and has effectively so waived (whether in any of the Operative
18 Documents or otherwise); or
- 19 (2) any provisions in any of the Operative Documents (a) restricting access
20 to legal or equitable redress or otherwise, requiring submission to the
21 jurisdiction of the courts of a particular state where enforcement thereof is
22 deemed to be unreasonable in light of the circumstances or waiving any
23 rights to object to venue or inconvenient forum, (b) providing that any
24 other party's course of dealing, delay or failure to exercise any right,
25 remedy or option under any of the Operative Documents shall not operate
26 as a waiver, (c) purporting to establish evidentiary standards for suits or
27 proceedings to enforce any of the Operative Documents, (d) allowing any
28 party to declare indebtedness to be due and payable, in any such case
29 without notice, (e) providing for the reimbursement by the non-prevailing
30 party of the prevailing party's legal fees and expenses, (f) with respect to
31 the enforceability of the indemnification provisions in any of the
32 Operative Documents that may be limited by applicable laws or public
33 policy, (g) providing that forum selection clauses are binding on the court
34 or courts in the forum selected, (h) limiting judicial discretion regarding
35 the determination of damages and entitlement to attorneys' fees and other
36 costs, (i) which deny a party who has materially failed to render or offer
37 performance required by any of the Operative Documents the opportunity
38 to cure that failure unless permitting a cure would unreasonably hinder the
39 non-defaulting party from making substitute arrangements for
40 performance or unless it was important in the circumstances to the non-
41 defaulting party that performance occur by the date stated in the
42 agreement, or (j) which purport to waive any right to trial by jury.

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SQUIRE PATTON BOGGS (US) LLP

August 26, 2016
Page 6

B. The foregoing opinions are subject to applicable laws with respect to statutory limitations of the time periods for bringing actions.

C. We express no opinion as to the subject matter jurisdiction of any United States federal court to adjudicate any claim relating to any Operative Documents where jurisdiction based on diversity of citizenship under 28 U.S.C. §1332 does not exist.

This opinion is limited to the matters stated herein and no opinions may be implied or inferred beyond the matters expressly stated herein. We have assumed no obligation to advise you or any other Person who may be permitted to rely on the opinions expressed herein as hereinafter set forth beyond the opinions specifically expressed herein.

The opinions expressed herein are as of this date, and we assume no obligation to update or supplement our opinions to reflect any facts or circumstances which may come to our attention or any changes in law which may occur.

This opinion is provided to the addressee for its benefit and the benefit of any Person that becomes a Lender in accordance with the provisions of the Agreement and is provided only in connection with the Transaction and may not be relied upon in any respect by any other Person or for any other purpose. Without our prior written consent, this opinion letter may not be quoted in whole or in part or otherwise referred to in any document or report and may not be furnished to any Person (other than a Person that becomes a Lender in accordance with the provisions of the Agreement).

Very truly yours,

Squire Patton Boggs (US) LLP
SQUIRE PATTON BOGGS (US) LLP

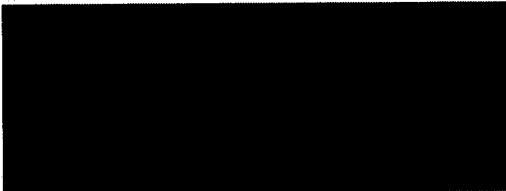


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squirepattonboggs.com

1 September 27, 2016

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With copies to:




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Re: Florida Power & Light Company \$150,000,000 Revolving Credit Agreement

9

Ladies and Gentlemen:

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This opinion is furnished to you pursuant to Section 6.01(e) of that certain Revolving Credit Agreement, dated as of September 27, 2016 (the "Agreement"), between Florida Power & Light Company, a Florida corporation ("Borrower"), the Lenders party thereto from time to time, and  as Administrative Agent (the "Agent") and as Lender. This opinion is furnished to you at the request of Borrower. Capitalized terms defined in the Agreement and not otherwise defined herein have the meanings set forth therein.

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We have acted as special counsel to Borrower, in connection with the documents described in Schedule 1 attached hereto and made a part hereof (the "Operative Documents").

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We have made such examinations of the federal law of the United States and of the laws of the State of Florida and the State of New York as we have deemed relevant for purposes of this opinion, and solely for the purposes of the opinions in paragraph 6, the Public Utility Holding Company Act of 2005 and the Federal Power Act (the Public Utility Holding Company Act of 2005 and the Federal Power Act and the rules and regulations issued thereunder being referred to herein as the "Applicable Energy Laws"), and have not made any independent review of the law of any other state or other jurisdiction: provided however we have made no investigation as to, and we express no opinion with respect to, any federal securities laws or the blue sky laws of any state, any state or federal tax laws, or any matters relating to the Applicable Energy Laws (except for the purposes of the opinions in paragraph 6), the Public Utility Regulatory Policies Act of 1978, the Energy Policy Act of 2005, or the rules and regulations under any of the foregoing. Additionally, the opinions contained herein shall not be construed as expressing any opinion regarding local statutes, ordinances, administrative decisions, or regarding the rules and regulations of counties, towns, municipalities or special political subdivisions (whether created or enabled through

Squire Patton Boggs (US) LLP

1 [REDACTED] A
2 September 27, 2016
3 Page 2

4 legislative action at the state or regional level), or regarding judicial decisions to the extent
5 they deal with any of the foregoing (collectively, "Excluded Laws"). Subject to the foregoing
6 provisions of this paragraph, the opinions expressed herein are limited solely to the federal law
7 of the United States and the law of the State of Florida and the State of New York insofar as
8 they bear on the matters covered hereby.

9 We have reviewed only the Operative Documents and the other documents and instruments
10 described in Schedule II attached hereto and made a part hereof (together with the Operative
11 Documents, the "Documents") and have made no other investigation or inquiry. We have also
12 relied, without additional investigation, upon the facts set forth in Documents, including the
13 representations made by Borrower in the Documents.

14 In our examination of the foregoing and in rendering the following opinions, in addition to
15 the assumptions contained elsewhere in this letter, we have, with your consent, assumed without
16 investigation (and we express no opinion regarding the following):

- 17 (i) the genuineness of all signatures (other than signatures of Borrower on the Operative
18 Documents) and the legal capacity of all individuals who executed Documents
19 individually or on behalf of any of the parties thereto, the accuracy and completeness
20 of each Document submitted for our review, the authenticity of all Documents
21 submitted to us as originals, the conformity to original Documents of all Documents
22 submitted to us as certified or photocopies and the authenticity of the originals of
23 such copies;
- 24 (ii) that each of the parties to the Operative Documents (other than Borrower) is a duly
25 organized or created, validly existing entity in good standing under the laws of the
26 jurisdiction of its organization or creation;
- 27 (iii) the due execution and delivery of the Operative Documents by all parties thereto
28 (other than Borrower);
- 29 (iv) that all parties to the Operative Documents (other than Borrower) have the power
30 and authority to execute and deliver the Operative Documents, as applicable, and to
31 perform their respective obligations under the Operative Documents, as applicable;
- 32 (v) that each of the Operative Documents is the legal, valid and binding obligation of
33 each party thereto (other than Borrower), enforceable in each case against each such
34 party in accordance with the respective terms of the applicable Operative
35 Documents;
- 36 (vi) that the conduct of the parties to the Operative Documents has complied with all
37 applicable requirements of good faith, fair dealing and conscionability;

Squire Patton Boggs (US) LLP

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September 27, 2016
Page 3

(vii) that there are no agreements or understandings between the parties, written or oral, and there is no usage of trade or course of prior dealing between the parties that would, in either case, define, supplement or qualify the terms of any of the Operative Documents (except as specifically set forth in the Operative Documents); and

(viii) that none of the addressees of this letter know that the opinions set forth herein are incorrect and there has not been any mutual mistake of fact or misunderstanding, fraud, duress or undue influence relating to the matters which are the subject of our opinions.

As used in the opinions expressed herein, the phrase "to our knowledge refers only to the actual current knowledge of those attorneys in our firm who have given substantive attention to Borrower in connection with the transaction contemplated pursuant to the Agreement (the "Transaction") and does not (i) include constructive notice of matters or information, or (ii) imply that we have undertaken any independent investigation (a) with any other person inside our firm or any persons outside our firm, or (b) as to the accuracy or completeness of any factual representation or other information made or furnished in connection with the Transaction. Furthermore, such reference means only that we do not know of any fact or circumstance contradicting the statement that follows the reference, and does not imply that we know the statement to be correct or have any basis (other than the Documents) for that statement.

Based solely upon our examination and consideration of the Documents, and in reliance thereon, and in reliance upon the factual representations contained in the Documents, and our consideration of such matters of law and fact as we have considered necessary or appropriate for the expression of the opinions contained herein, and subject to the limitations, qualifications and assumptions expressed herein, we are of the opinion that:

1. Borrower is validly existing as a corporation under the laws of the State of Florida and its status is active. Borrower has the requisite corporate power and authority to execute, deliver and perform the Operative Documents to which it is a party.

2. The execution, delivery and performance of the Operative Documents entered into by Borrower have been duly authorized by all necessary corporate action of Borrower and the Operative Documents to which Borrower is a party have been duly executed and delivered by Borrower.

3. Each of the Operative Documents to which Borrower is a party constitutes a valid and binding obligation of Borrower, enforceable against Borrower in accordance with its terms.

4. The execution and delivery of the Operative Documents to which Borrower is a party and the consummation by Borrower of the transactions contemplated in the Operative Documents to which Borrower is a party will not conflict with or constitute a breach or violation of any of the terms or provisions of, or constitute a default under. (A) the Restated

Squire Patton Boggs (US) LLP

1 [REDACTED] A
2 September 27, 2016
3 Page 4

4 Articles of Incorporation of Borrower, as amended, or the Bylaws, as amended, of Borrower,
5 assuming that the aggregate principal amount of the Loans and all of the unsecured
6 indebtedness of Borrower at any one time outstanding would not exceed the limits set forth in
7 Borrower's Restated Articles of Incorporation, as amended. (B) any existing federal, New York or
8 Florida statute, or any rule or regulation thereunder (in each case other than (i) any Excluded
9 Laws, as to which no opinion is expressed and (ii) any Applicable Energy Laws, which are
10 addressed in paragraph 6 below) of any federal, New York or Florida governmental agency or
11 body having jurisdiction over Borrower, except where the same would not have a material
12 adverse effect on the business, properties or financial condition of Borrower, a material
13 adverse effect on the ability of Borrower to perform its obligations under the Operative
14 Documents or a material adverse effect on the validity or enforceability of the Operative
15 Documents, assuming that the aggregate principal amount of the Loans and all other applicable
16 indebtedness, equity securities and all other liabilities and obligations as guarantor, endorser or
17 surety of Borrower at any one time outstanding would not exceed the limits set forth in the
18 FPSC Financing Order, (C) require any consent, approval, authorization or other order of any
19 federal, New York or Florida court, regulatory body, administrative agency or other federal,
20 New York or Florida governmental body having jurisdiction over Borrower (in each case other
21 than under (i) any Excluded Laws as to which no opinion is expressed and (ii) any Applicable
22 Energy Laws, which are addressed in paragraph 6 below), except those which have been
23 obtained on or prior to the date hereof and assuming that the aggregate principal amount of the
24 Loans and all other applicable indebtedness, equity securities and all other liabilities and
25 obligations as guarantor, endorser or surety of Borrower at any one time outstanding would not
26 exceed the limits set forth in the FPSC Financing Order, (D) to our knowledge, conflict with or
27 constitute a breach of any of the terms or provisions of, or a default under, any material
28 agreement or material instrument to which Borrower is a party or by which Borrower or its
29 properties are bound (other than the Restated Articles of Incorporation, as amended of
30 Borrower, or the Bylaws of Borrower, as amended, which are covered pursuant to clause (A)
31 above), or (E) to our knowledge, result in the creation or imposition of any Lien upon any of
32 the material properties or assets of Borrower pursuant to the terms of any mortgage, indenture,
33 agreement or instrument to which Borrower is a party or by which it is bound, except as
34 contemplated in any of the Operative Documents.

35 5. Borrower is not an "investment company", as such term is defined in the
36 Investment Company Act of 1940.

37 6. The execution and delivery of the Operative Documents to which Borrower
38 is a party and the consummation by Borrower of the transactions contemplated in the Operative
39 Documents to which Borrower is a party will not (A) constitute a breach or violation by Borrower
40 of any Applicable Energy Law, or (B) require any consent, approval, authorization or other order of
41 any U.S. federal regulatory body, administrative agency or other U.S. federal governmental body
42 having jurisdiction over Borrower pursuant to an Applicable Energy Law.

43 The opinions set forth above are subject to the following qualifications:

September 27, 2016
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Squire Patton Boggs (US) LLP

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A. The enforceability of the Operative Documents may be limited or affected by bankruptcy, insolvency, reorganization, moratorium, fraudulent conveyance, fraudulent transfer or other laws affecting creditors' rights generally, considerations of public policy and by general principles of equity including, without limitation, concepts of materiality, reasonableness, good faith and fair dealing and the possible unavailability of specific performance or injunctive relief, regardless of whether considered in a proceeding in equity or at law. Without limiting the generality of the foregoing, we express no opinion concerning:

- (1) any purported waiver of legal rights of Borrower under any of the Operative Documents, or any purported consent thereunder, relating to the rights of Borrower (including, without limitation, marshaling of assets, reinstatement and rights of redemption, if any), or duties owing to it, existing as a matter of law (including, without limitation, any waiver of any provision of the Uniform Commercial Code in effect in the State of New York and/or the State of Florida) except to the extent Borrower may so waive and has effectively so waived (whether in any of the Operative Documents or otherwise); or
- (2) any provisions in any of the Operative Documents (a) restricting access to legal or equitable redress or otherwise, requiring submission to the jurisdiction of the courts of a particular state where enforcement thereof is deemed to be unreasonable in light of the circumstances or waiving any rights to object to venue or inconvenient forum, (b) providing that any other party's course of dealing, delay or failure to exercise any right, remedy or option under any of the Operative Documents shall not operate as a waiver, (c) purporting to establish evidentiary standards for suits or proceedings to enforce any of the Operative Documents, (d) allowing any party to declare indebtedness to be due and payable, in any such case without notice, (e) providing for the reimbursement by the non-prevailing party of the prevailing party's legal fees and expenses, (f) with respect to the enforceability of the indemnification provisions in any of the Operative Documents that may be limited by applicable laws or public policy, (g) providing that forum selection clauses are binding on the court or courts in the forum selected, (h) limiting judicial discretion regarding the determination of damages and entitlement to attorneys' fees and other costs, (i) which deny a party who has materially failed to render or offer performance required by any of the Operative Documents the opportunity to cure that failure unless permitting a cure would unreasonably hinder the non-defaulting party from making substitute arrangements for performance or unless it was important in the circumstances to the non-defaulting party that performance occur by the date stated in the agreement, or (j) which purport to waive any right to trial by jury.

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September 27, 2016
Page 6

Squire Patton Boggs (US) LLP

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B. The foregoing opinions are subject to applicable laws with respect to statutory limitations of the time periods for bringing actions.

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C. We express no opinion as to the subject matter jurisdiction of any United States federal court to adjudicate any claim relating to any Operative Documents where jurisdiction based on diversity of citizenship under 28 U.S.C. §1332 does not exist.

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This opinion is limited to the matters stated herein and no opinions may be implied or inferred beyond the matters expressly stated herein. We have assumed no obligation to advise you or any other Person who may be permitted to rely on the opinions expressed herein as hereinafter set forth beyond the opinions specifically expressed herein.

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The opinions expressed herein are as of this date, and we assume no obligation to update or supplement our opinions to reflect any facts or circumstances which may come to our attention or any changes in law which may occur.

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This opinion is provided to the addressee for its benefit and the benefit of any Person that becomes a Lender in accordance with the provisions of the Agreement and is provided only in connection with the Transaction and may not be relied upon in any respect by any other Person or for any other purpose. Without our prior written consent, this opinion letter may not be quoted in whole or in part or otherwise referred to in any document or report and may not be furnished to any Person (other than a Person that becomes a Lender in accordance with the provisions of the Agreement).

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Very truly yours,

Squire Patton Boggs (US) LLP
SQUIRE PATTON BOGGS (US) LLP

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SCHEDULE I

TO

OPINION OF SQUIRE PATTON BOGGS (US) LLP

List of Operative Documents

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- (a) Revolving Credit Agreement, dated as of September 27, 2016 (the "Agreement"), by and between the Borrower, the lenders party thereto from time to time, and [REDACTED] as Administrative Agent and Lender.
 - (b) Note, dated as of September 27, 2016, made by Borrower and payable to the order of [REDACTED] in a principal amount of \$150,000,000.
 - (c) Borrower's Certificate, dated as of September 27, 2016.

Squire Patton Boggs (US) LLP
200 South Biscayne Boulevard, Suite 4700
Miami, Florida 33131

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F +1 305 577 7001
squirepattonboggs.com

1 November 30, 2016

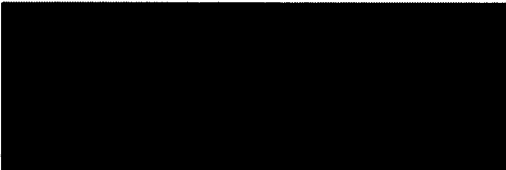
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With copies to:

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Re: Florida Power & Light Company \$75,000,000 Revolving Credit Agreement

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Ladies and Gentlemen:

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This opinion is furnished to you pursuant to Section 6.01(e) of that certain Revolving Credit Agreement, dated as of November 30, 2016 (the "Agreement"), between Florida Power & Light Company, a Florida corporation ("Borrower"), the Lenders party thereto from time to time, and [REDACTED] as Administrative Agent (the "Agent") and as Lender. This opinion is furnished to you at the request of Borrower. Capitalized terms defined in the Agreement and not otherwise defined herein have the meanings set forth therein.

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We have acted as special counsel to Borrower, in connection with the documents described in Schedule 1 attached hereto and made a part hereof (the "Operative Documents").

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We have made such examinations of the federal law of the United States and of the laws of the State of Florida and the State of New York as we have deemed relevant for purposes of this opinion, and solely for the purposes of the opinions in paragraph 6, the Public Utility Holding Company Act of 2005 and the Federal Power Act (the Public Utility Holding Company Act of 2005 and the Federal Power Act and the rules and regulations issued thereunder being referred to herein as the "Applicable Energy Laws"), and have not made any independent review of the law of any other state or other jurisdiction: provided however we have made no investigation as to, and we express no opinion with respect to, any federal securities laws or the blue sky laws of any state, any state or federal tax laws, or any matters relating to the Applicable Energy Laws (except for the purposes of the opinions in paragraph 6), the Public Utility Regulatory Policies Act of 1978, the Energy Policy Act of 2005, or the rules and regulations under any of the foregoing. Additionally, the opinions contained herein shall not be construed as expressing any opinion regarding local statutes, ordinances, administrative decisions, or regarding the rules and regulations of counties, towns, municipalities or

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November 30, 2016
Page 2

special political subdivisions (whether created or enabled through legislative action at the state or regional level), or regarding judicial decisions to the extent they deal with any of the foregoing (collectively, "Excluded Laws"). Subject to the foregoing provisions of this paragraph, the opinions expressed herein are limited solely to the federal law of the United States and the law of the State of Florida and the State of New York insofar as they bear on the matters covered hereby.

We have reviewed only the Operative Documents and the other documents and instruments described in Schedule II attached hereto and made a part hereof (together with the Operative Documents, the "Documents") and have made no other investigation or inquiry. We have also relied, without additional investigation, upon the facts set forth in Documents, including the representations made by Borrower in the Documents.

In our examination of the foregoing and in rendering the following opinions, in addition to the assumptions contained elsewhere in this letter, we have, with your consent, assumed without investigation (and we express no opinion regarding the following):

- (i) the genuineness of all signatures (other than signatures of Borrower on the Operative Documents) and the legal capacity of all individuals who executed Documents individually or on behalf of any of the parties thereto, the accuracy and completeness of each Document submitted for our review, the authenticity of all Documents submitted to us as originals, the conformity to original Documents of all Documents submitted to us as certified or photocopies and the authenticity of the originals of such copies;
- (ii) that each of the parties to the Operative Documents (other than Borrower) is a duly organized or created, validly existing entity in good standing under the laws of the jurisdiction of its organization or creation;
- (iii) the due execution and delivery of the Operative Documents by all parties thereto (other than Borrower);
- (iv) that all parties to the Operative Documents (other than Borrower) have the power and authority to execute and deliver the Operative Documents, as applicable, and to perform their respective obligations under the Operative Documents, as applicable;
- (v) that each of the Operative Documents is the legal, valid and binding obligation of each party thereto (other than Borrower), enforceable in each case against each such party in accordance with the respective terms of the applicable Operative Documents;
- (vi) that the conduct of the parties to the Operative Documents has complied with all applicable requirements of good faith, fair dealing and conscionability;

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November 30, 2016
Page 3

- (vii) that there are no agreements or understandings between the parties, written or oral, and there is no usage of trade or course of prior dealing between the parties that would, in either case, define, supplement or qualify the terms of any of the Operative Documents (except as specifically set forth in the Operative Documents); and
- (viii) that none of the addressees of this letter know that the opinions set forth herein are incorrect and there has not been any mutual mistake of fact or misunderstanding, fraud, duress or undue influence relating to the matters which are the subject of our opinions.

As used in the opinions expressed herein, the phrase "to our knowledge" refers only to the actual current knowledge of those attorneys in our firm who have given substantive attention to Borrower in connection with the transaction contemplated pursuant to the Agreement (the "Transaction") and does not (i) include constructive notice of matters or information, or (ii) imply that we have undertaken any independent investigation (a) with any other person inside our firm or any persons outside our firm, or (b) as to the accuracy or completeness of any factual representation or other information made or furnished in connection with the Transaction. Furthermore, such reference means only that we do not know of any fact or circumstance contradicting the statement that follows the reference, and does not imply that we know the statement to be correct or have any basis (other than the Documents) for that statement.

Based solely upon our examination and consideration of the Documents, and in reliance thereon, and in reliance upon the factual representations contained in the Documents, and our consideration of such matters of law and fact as we have considered necessary or appropriate for the expression of the opinions contained herein, and subject to the limitations, qualifications and assumptions expressed herein, we are of the opinion that:

1. Borrower is validly existing as a corporation under the laws of the State of Florida and its status is active. Borrower has the requisite corporate power and authority to execute, deliver and perform the Operative Documents to which it is a party.
2. The execution, delivery and performance of the Operative Documents entered into by Borrower have been duly authorized by all necessary corporate action of Borrower and the Operative Documents to which Borrower is a party have been duly executed and delivered by Borrower.
3. Each of the Operative Documents to which Borrower is a party constitutes a valid and binding obligation of Borrower, enforceable against Borrower in accordance with its terms.
4. The execution and delivery of the Operative Documents to which Borrower is a party and the consummation by Borrower of the transactions contemplated in the Operative Documents to which Borrower is a party will not conflict with or constitute a breach or violation of any of the terms or provisions of, or constitute a default under, (A) the Restated Articles of

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1 [REDACTED]
2 November 30, 2016
3 Page 4

4 Incorporation of Borrower, as amended, or the Bylaws, as amended, of Borrower, assuming that
5 the aggregate principal amount of the Loans and all of the unsecured indebtedness of Borrower
6 at any one time outstanding would not exceed the limits set forth in Borrower's Restated Articles of
7 Incorporation, as amended. (B) any existing federal, New York or Florida statute, or any rule or
8 regulation thereunder (in each case other than (i) any Excluded Laws, as to which no opinion is
9 expressed and (ii) any Applicable Energy Laws, which are addressed in paragraph 6 below) of
10 any federal, New York or Florida governmental agency or body having jurisdiction over
11 Borrower, except where the same would not have a material adverse effect on the business,
12 properties or financial condition of Borrower, a material adverse effect on the ability of
13 Borrower to perform its obligations under the Operative Documents or a material adverse effect
14 on the validity or enforceability of the Operative Documents, assuming that the aggregate
15 principal amount of the Loans and all other applicable indebtedness, equity securities and all
16 other liabilities and obligations as guarantor, endorser or surety of Borrower at any one time
17 outstanding would not exceed the limits set forth in the FPSC Financing Order. (C) require any
18 consent, approval, authorization or other order of any federal, New York or Florida court,
19 regulatory body, administrative agency or other federal, New York or Florida governmental
20 body having jurisdiction over Borrower (in each case other than under (i) any Excluded Laws as
21 to which no opinion is expressed and (ii) any Applicable Energy Laws, which are addressed in
22 paragraph 6 below), except those which have been obtained on or prior to the date hereof and
23 assuming that the aggregate principal amount of the Loans and all other applicable indebtedness,
24 equity securities and all other liabilities and obligations as guarantor, endorser or surety of
25 Borrower at any one time outstanding would not exceed the limits set forth in the FPSC
26 Financing Order. (D) to our knowledge, conflict with or constitute a breach of any of the terms
27 or provisions of, or a default under, any material agreement or material instrument to which
28 Borrower is a party or by which Borrower or its properties are bound (other than the Restated
29 Articles of Incorporation, as amended of Borrower, or the Bylaws of Borrower, as amended,
30 which are covered pursuant to clause (A) above), or (E) to our knowledge, result in the creation
31 or imposition of any Lien upon any of the material properties or assets of Borrower pursuant to
32 the terms of any mortgage, indenture, agreement or instrument to which Borrower is a party or
33 by which it is bound, except as contemplated in any of the Operative Documents.

34 5. Borrower is not an "investment company", as such term is defined in the
35 Investment Company Act of 1940.

36 6. The execution and delivery of the Operative Documents to which Borrower is
37 a party and the consummation by Borrower of the transactions contemplated in the Operative
38 Documents to which Borrower is a party will not (A) constitute a breach or violation by Borrower of
39 any Applicable Energy Law, or (B) require any consent, approval, authorization or other order of any
40 U.S. federal regulatory body, administrative agency or other U.S. federal governmental body having
41 jurisdiction over Borrower pursuant to an Applicable Energy Law.

42 The opinions set forth above are subject to the following qualifications:

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1 [REDACTED]
2 November 30, 2016
3 Page 5

4 A. The enforceability of the Operative Documents may be limited or affected by
5 bankruptcy, insolvency, reorganization, moratorium, fraudulent conveyance, fraudulent transfer or
6 other laws affecting creditors' rights generally, considerations of public policy and by general
7 principles of equity including, without limitation, concepts of materiality, reasonableness, good faith
8 and fair dealing and the possible unavailability of specific performance or injunctive relief, regardless
9 of whether considered in a proceeding in equity or at law. Without limiting the generality of the
10 foregoing, we express no opinion concerning:

- 11 (1) any purported waiver of legal rights of Borrower under any of the Operative
12 Documents, or any purported consent thereunder, relating to the rights of
13 Borrower (including, without limitation, marshaling of assets, reinstatement
14 and rights of redemption, if any), or duties owing to it, existing as a matter of
15 law (including, without limitation, any waiver of any provision of the Uniform
16 Commercial Code in effect in the State of New York and/or the State of
17 Florida) except to the extent Borrower may so waive and has effectively so
18 waived (whether in any of the Operative Documents or otherwise); or
- 19 (2) any provisions in any of the Operative Documents (a) restricting access to
20 legal or equitable redress or otherwise, requiring submission to the jurisdiction
21 of the courts of a particular state where enforcement thereof is deemed to be
22 unreasonable in light of the circumstances or waiving any rights to object to
23 venue or inconvenient forum, (b) providing that any other party's course of
24 dealing, delay or failure to exercise any right, remedy or option under any of
25 the Operative Documents shall not operate as a waiver, (c) purporting to
26 establish evidentiary standards for suits or proceedings to enforce any of the
27 Operative Documents, (d) allowing any party to declare indebtedness to be due
28 and payable, in any such case without notice, (e) providing for the
29 reimbursement by the non-prevailing party of the prevailing party's legal fees
30 and expenses, (f) with respect to the enforceability of the indemnification
31 provisions in any of the Operative Documents that may be limited by
32 applicable laws or public policy, (g) providing that forum selection clauses are
33 binding on the court or courts in the forum selected, (h) limiting judicial
34 discretion regarding the determination of damages and entitlement to attorneys'
35 fees and other costs, (i) which deny a party who has materially failed to render
36 or offer performance required by any of the Operative Documents the
37 opportunity to cure that failure unless permitting a cure would unreasonably
38 hinder the non-defaulting party from making substitute arrangements for
39 performance or unless it was important in the circumstances to the non-
40 defaulting party that performance occur by the date stated in the agreement, or
41 (j) which purport to waive any right to trial by jury.

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November 30, 2016
Page 6

B. The foregoing opinions are subject to applicable laws with respect to statutory limitations of the time periods for bringing actions.

C. We express no opinion as to the subject matter jurisdiction of any United States federal court to adjudicate any claim relating to any Operative Documents where jurisdiction based on diversity of citizenship under 28 U.S.C. §1332 does not exist.

This opinion is limited to the matters stated herein and no opinions may be implied or inferred beyond the matters expressly stated herein. We have assumed no obligation to advise you or any other Person who may be permitted to rely on the opinions expressed herein as hereinafter set forth beyond the opinions specifically expressed herein.

The opinions expressed herein are as of this date, and we assume no obligation to update or supplement our opinions to reflect any facts or circumstances which may come to our attention or any changes in law which may occur.

This opinion is provided to the addressee for its benefit and the benefit of any Person that becomes a Lender in accordance with the provisions of the Agreement and is provided only in connection with the Transaction and may not be relied upon in any respect by any other Person or for any other purpose. Without our prior written consent, this opinion letter may not be quoted in whole or in part or otherwise referred to in any document or report and may not be furnished to any Person (other than a Person that becomes a Lender in accordance with the provisions of the Agreement).

Very truly yours,

Squire Patton Boggs (US) LLP
SQUIRE PATTON BOGGS (US) LLP

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SCHEDULE I
TO
OPINION OF SQUIRE PATTON BOGGS (US) LLP
List of Operative Documents

- (a) Revolving Credit Agreement, dated as of November 30, 2016 (the "Agreement"), by and between the Borrower, the lenders party thereto from time to time, and [REDACTED] as Administrative Agent and Lender.
- (b) Note, dated as of November 30, 2016, made by Borrower and payable to the order of [REDACTED] in a principal amount of \$75,000,000.
- (c) Borrower's Certificate, dated as of November 30, 2016.



Squire Patton Boggs (US) LLP
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December 20, 2016

[Redacted]

With copies to:

[Redacted]

Re: Florida Power & Light Company \$25,000,000 Revolving Credit Agreement

Ladies and Gentlemen:

This opinion is furnished to you pursuant to Section 6.01(e) of that certain Revolving Credit Agreement, dated as of December 20, 2016 (the "Agreement"), between Florida Power & Light Company, a Florida corporation ("Borrower"), the Lenders party thereto from time to time, and [Redacted] as Administrative Agent (the "Agent") and as Lender. This opinion is furnished to you at the request of Borrower. Capitalized terms defined in the Agreement and not otherwise defined herein have the meanings set forth therein.

We have acted as special counsel to Borrower, in connection with the documents described in Schedule 1 attached hereto and made a part hereof (the "Operative Documents").

We have made such examinations of the federal law of the United States and of the laws of the State of Florida and the State of New York as we have deemed relevant for purposes of this opinion, and solely for the purposes of the opinions in paragraph 6, the Public Utility Holding Company Act of 2005 and the Federal Power Act (the Public Utility Holding Company Act of 2005 and the Federal Power Act and the rules and regulations issued thereunder being referred to herein as the "Applicable Energy Laws"), and have not made any independent review of the law of any other state or other jurisdiction: *provided however* we have made no investigation as to, and we express no opinion with respect to, any federal securities laws or the blue sky laws of any state, any state or federal tax laws, or any matters relating to the Applicable Energy Laws (except for the purposes of the opinions in paragraph 6), the Public Utility Regulatory Policies Act of 1978, the Energy Policy Act of 2005, or the rules and regulations under any of the foregoing. Additionally, the opinions contained herein shall not be construed as expressing any opinion regarding local statutes, ordinances, administrative decisions, or regarding the rules and regulations of counties,

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December 20, 2016
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towns, municipalities or special political subdivisions (whether created or enabled through legislative action at the state or regional level), or regarding judicial decisions to the extent they deal with any of the foregoing (collectively, "Excluded Laws"). Subject to the foregoing provisions of this paragraph, the opinions expressed herein are limited solely to the federal law of the United States and the law of the State of Florida and the State of New York insofar as they bear on the matters covered hereby.

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We have reviewed only the Operative Documents and the other documents and instruments described in Schedule II attached hereto and made a part hereof (together with the Operative Documents, the "Documents") and have made no other investigation or inquiry. We have also relied, without additional investigation, upon the facts set forth in Documents, including the representations made by Borrower in the Documents.

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In our examination of the foregoing and in rendering the following opinions, in addition to the assumptions contained elsewhere in this letter, we have, with your consent, assumed without investigation (and we express no opinion regarding the following):

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(i) the genuineness of all signatures (other than signatures of Borrower on the Operative Documents) and the legal capacity of all individuals who executed Documents individually or on behalf of any of the parties thereto, the accuracy and completeness of each Document submitted for our review, the authenticity of all Documents submitted to us as originals, the conformity to original Documents of all Documents submitted to us as certified or photocopies and the authenticity of the originals of such copies;

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(ii) that each of the parties to the Operative Documents (other than Borrower) is a duly organized or created, validly existing entity in good standing under the laws of the jurisdiction of its organization or creation;

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(iii) the due execution and delivery of the Operative Documents by all parties thereto (other than Borrower);

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(iv) that all parties to the Operative Documents (other than Borrower) have the power and authority to execute and deliver the Operative Documents, as applicable, and to perform their respective obligations under the Operative Documents, as applicable;

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(v) that each of the Operative Documents is the legal, valid and binding obligation of each party thereto (other than Borrower), enforceable in each case against each such party in accordance with the respective terms of the applicable Operative Documents;

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(vi) that the conduct of the parties to the Operative Documents has complied with all applicable requirements of good faith, fair dealing and conscionability;

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(vii) that there are no agreements or understandings between the parties, written or oral, and there is no usage of trade or course of prior dealing between the parties that

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December 20, 2016
Page 3

would, in either case, define, supplement or qualify the terms of any of the Operative Documents (except as specifically set forth in the Operative Documents); and

(viii) that none of the addressees of this letter know that the opinions set forth herein are incorrect and there has not been any mutual mistake of fact or misunderstanding, fraud, duress or undue influence relating to the matters which are the subject of our opinions.

As used in the opinions expressed herein, the phrase "to our knowledge" refers only to the actual current knowledge of those attorneys in our firm who have given substantive attention to Borrower in connection with the transaction contemplated pursuant to the Agreement (the "Transaction") and does not (i) include constructive notice of matters or information, or (ii) imply that we have undertaken any independent investigation (a) with any other person inside our firm or any persons outside our firm, or (b) as to the accuracy or completeness of any factual representation or other information made or furnished in connection with the Transaction. Furthermore, such reference means only that we do not know of any fact or circumstance contradicting the statement that follows the reference, and does not imply that we know the statement to be correct or have any basis (other than the Documents) for that statement.

Based solely upon our examination and consideration of the Documents, and in reliance thereon, and in reliance upon the factual representations contained in the Documents, and our consideration of such matters of law and fact as we have considered necessary or appropriate for the expression of the opinions contained herein, and subject to the limitations, qualifications and assumptions expressed herein, we are of the opinion that:

1. Borrower is validly existing as a corporation under the laws of the State of Florida and its status is active. Borrower has the requisite corporate power and authority to execute, deliver and perform the Operative Documents to which it is a party.

2. The execution, delivery and performance of the Operative Documents entered into by Borrower have been duly authorized by all necessary corporate action of Borrower and the Operative Documents to which Borrower is a party have been duly executed and delivered by Borrower.

3. Each of the Operative Documents to which Borrower is a party constitutes a valid and binding obligation of Borrower, enforceable against Borrower in accordance with its terms.

4. The execution and delivery of the Operative Documents to which Borrower is a party and the consummation by Borrower of the transactions contemplated in the Operative Documents to which Borrower is a party will not conflict with or constitute a breach or violation of any of the terms or provisions of, or constitute a default under, (A) the Restated Articles of Incorporation of Borrower, as amended, or the Bylaws, as amended, of Borrower, assuming that the aggregate principal amount of the Loans and all of the unsecured

December 20, 2016
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indebtedness of Borrower at any one time outstanding would not exceed the limits set forth in Borrower's Restated Articles of Incorporation, as amended. (B) any existing federal, New York or Florida statute, or any rule or regulation thereunder (in each case other than (i) any Excluded Laws, as to which no opinion is expressed and (ii) any Applicable Energy Laws, which are addressed in paragraph 6 below) of any federal, New York or Florida governmental agency or body having jurisdiction over Borrower, except where the same would not have a material adverse effect on the business, properties or financial condition of Borrower, a material adverse effect on the ability of Borrower to perform its obligations under the Operative Documents or a material adverse effect on the validity or enforceability of the Operative Documents, assuming that the aggregate principal amount of the Loans and all other applicable indebtedness, equity securities and all other liabilities and obligations as guarantor, endorser or surety of Borrower at any one time outstanding would not exceed the limits set forth in the FPSC Financing Order. (C) require any consent, approval, authorization or other order of any federal, New York or Florida court, regulatory body, administrative agency or other federal, New York or Florida governmental body having jurisdiction over Borrower (in each case other than under (i) any Excluded Laws as to which no opinion is expressed and (ii) any Applicable Energy Laws, which are addressed in paragraph 6 below), except those which have been obtained on or prior to the date hereof and assuming that the aggregate principal amount of the Loans and all other applicable indebtedness, equity securities and all other liabilities and obligations as guarantor, endorser or surety of Borrower at any one time outstanding would not exceed the limits set forth in the FPSC Financing Order. (D) to our knowledge, conflict with or constitute a breach of any of the terms or provisions of, or a default under, any material agreement or material instrument to which Borrower is a party or by which Borrower or its properties are bound (other than the Restated Articles of Incorporation, as amended of Borrower, or the Bylaws of Borrower, as amended, which are covered pursuant to clause (A) above), or (E) to our knowledge, result in the creation or imposition of any Lien upon any of the material properties or assets of Borrower pursuant to the terms of any mortgage, indenture, agreement or instrument to which Borrower is a party or by which it is bound, except as contemplated in any of the Operative Documents.

33 5. Borrower is not an "investment company", as such term is defined in the
34 Investment Company Act of 1940.

35 6. The execution and delivery of the Operative Documents to which Borrower
36 is a party and the consummation by Borrower of the transactions contemplated in the Operative
37 Documents to which Borrower is a party will not (A) constitute a breach or violation by Borrower
38 of any Applicable Energy Law, or (B) require any consent, approval, authorization or other order
39 of any U.S. federal regulatory body, administrative agency or other U.S. federal governmental
40 body having jurisdiction over Borrower pursuant to an Applicable Energy Law.

41 The opinions set forth above are subject to the following qualifications:

42 A. The enforceability of the Operative Documents may be limited or affected by
43 bankruptcy, insolvency, reorganization, moratorium, fraudulent conveyance, fraudulent transfer or
44 other laws affecting creditors' rights generally, considerations of public policy and by general

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December 20, 2016
Page 5

principles of equity including, without limitation, concepts of materiality, reasonableness, good faith and fair dealing and the possible unavailability of specific performance or injunctive relief, regardless of whether considered in a proceeding in equity or at law. Without limiting the generality of the foregoing, we express no opinion concerning:

- (1) any purported waiver of legal rights of Borrower under any of the Operative Documents, or any purported consent thereunder, relating to the rights of Borrower (including, without limitation, marshaling of assets, reinstatement and rights of redemption, if any), or duties owing to it, existing as a matter of law (including, without limitation, any waiver of any provision of the Uniform Commercial Code in effect in the State of New York and/or the State of Florida) except to the extent Borrower may so waive and has effectively so waived (whether in any of the Operative Documents or otherwise); or
- (2) any provisions in any of the Operative Documents (a) restricting access to legal or equitable redress or otherwise, requiring submission to the jurisdiction of the courts of a particular state where enforcement thereof is deemed to be unreasonable in light of the circumstances or waiving any rights to object to venue or inconvenient forum, (b) providing that any other party's course of dealing, delay or failure to exercise any right, remedy or option under any of the Operative Documents shall not operate as a waiver, (c) purporting to establish evidentiary standards for suits or proceedings to enforce any of the Operative Documents, (d) allowing any party to declare indebtedness to be due and payable, in any such case without notice, (e) providing for the reimbursement by the non-prevailing party of the prevailing party's legal fees and expenses, (f) with respect to the enforceability of the indemnification provisions in any of the Operative Documents that may be limited by applicable laws or public policy, (g) providing that forum selection clauses are binding on the court or courts in the forum selected, (h) limiting judicial discretion regarding the determination of damages and entitlement to attorneys' fees and other costs, (i) which deny a party who has materially failed to render or offer performance required by any of the Operative Documents the opportunity to cure that failure unless permitting a cure would unreasonably hinder the non-defaulting party from making substitute arrangements for performance or unless it was important in the circumstances to the non-defaulting party that performance occur by the date stated in the agreement, or (j) which purport to waive any right to trial by jury.

B. The foregoing opinions are subject to applicable laws with respect to statutory limitations of the time periods for bringing actions.

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[REDACTED]
December 20, 2016
Page 6

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C. We express no opinion as to the subject matter jurisdiction of any United States federal court to adjudicate any claim relating to any Operative Documents where jurisdiction based on diversity of citizenship under 28 U.S.C. §1332 does not exist.

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10 This opinion is limited to the matters stated herein and no opinions may be implied or inferred beyond the matters expressly stated herein. We have assumed no obligation to advise you or any other Person who may be permitted to rely on the opinions expressed herein as hereinafter set forth beyond the opinions specifically expressed herein.

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13 The opinions expressed herein are as of this date, and we assume no obligation to update or supplement our opinions to reflect any facts or circumstances which may come to our attention or any changes in law which may occur.

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20 This opinion is provided to the addressee for its benefit and the benefit of any Person that becomes a Lender in accordance with the provisions of the Agreement and is provided only in connection with the Transaction and may not be relied upon in any respect by any other Person or for any other purpose. Without our prior written consent, this opinion letter may not be quoted in whole or in part or otherwise referred to in any document or report and may not be furnished to any Person (other than a Person that becomes a Lender in accordance with the provisions of the Agreement).

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Very truly yours.

Squire Patton Boggs (US) LLP
SQUIRE PATTON BOGGS (US) LLP

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SCHEDULE I
TO
OPINION OF SQUIRE PATTON BOGGS (US) LLP
List of Operative Documents

- 5 (a) Revolving Credit Agreement, dated as of December 20, 2016 (the "Agreement"), by and
6 between the Borrower, the lenders party thereto from time to time, and [REDACTED]
7 [REDACTED], as Administrative Agent and Lender.
- 8 (b) Note, dated as of December 20, 2016, made by Borrower and payable to the order of
9 [REDACTED] in a principal amount of \$25,000,000.
- 10 (c) Borrower's Certificate, dated as of December 20, 2016.

EXHIBIT C

JUSTIFICATION TABLE

EXHIBIT C

COMPANY: Florida Power & Light Company
TITLE: Consummation Reports
DOCKET NO.: 150190
FILED: March 30, 2017

| Description | No. of Pages | Conf. Y/N | Line No./ Col No. | Florida Statute 366.093(3) Subsection | Affiant |
|---|-------------------------|-----------|--|---------------------------------------|---------------|
| Term Loan #1: Bank 1 2016 Term Loan Agreement (Exhibit 1 (i)) | 99 | Y | Pg. 1, Ln. 13 | (d), (e) | Aldo Portales |
| | | N | Pgs. 2-6 | | |
| | | Y | Pg. 7, Ln. 6A | (d), (e) | |
| | | Y | Pg. 8, Lns. 9-14 | (d), (e) | |
| | | Y | Pg. 9, Lns. 12-42 | (d), (e) | |
| | | Y | Pg. 10, Lns. 1-2 | (d), (e) | |
| | | Y | Pg. 11, Lns. 37-39 | (d), (e) | |
| | | Y | Pg. 12, Lns. 1-14 | (d), (e) | |
| | | Y | Pg. 13, Lns. 1-7 | (d), (e) | |
| | | Y | Pg. 14, Lns. 19-37 | (d), (e) | |
| | | Y | Pg. 15, Lns. 1-24 | (d), (e) | |
| | | N | Pg. 16 | | |
| | | Y | Pg. 17, Lns. 20-26 | (d), (e) | |
| | | N | Pg. 18-19 | | |
| | | Y | Pg. 20, Lns. 1-37 | (d), (e) | |
| | | Y | Pg. 21, Lns. 1-9, 15-19 | (d), (e) | |
| | | N | Pg. 22 | | |
| | | Y | Pg. 23, Lns. 12A, 13A | (d), (e) | |
| | | Y | Pg. 24, Lns. 7A, 8A, 10A, 11 | (d), (e) | |
| | | Y | Pg. 25, Lns. 11A, 11B, 24A, 24B, 32-36 | (d), (e) | |
| N | Pgs. 26-28 | | | | |
| Y | Pg. 29, Lns. 24A, 25-30 | (d), (e) | | | |
| N | Pgs. 30-42 | | | | |

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| | | Y | Pg. 43, Lns. 5-12, 13A, 15A, 16-20, 22A, 23A, 25A, 26-27 | (d), (e) | Aldo Portales |
| | | Y | Pg. 44, Lns. 33A, 34-36 | (d), (e) | |
| | | Y | Pg. 45, Lns. 16A, 17-27 | (d), (e) | |
| | | Y | Pg. 46, Ln. 37A | (d), (e) | |
| | | Y | Pg. 47, Lns. 22A, 23A, 31A, 38A | (d), (e) | |
| | | Y | Pg. 48, Lns. 1A, 25A, 29A, 31A | (d), (e) | |
| | | Y | Pg. 49, Lns. 14A, 15-18 | (d), (e) | |
| | | Y | Pg. 50, Ln. 21A | (d), (e) | |
| | | N | Pgs. 51-54 | | |
| | | Y | Pg. 55, Lns. 3A, 4A, 5A, 6A, 11A, 14A | (d), (e) | |
| | | Y | Pg. 56, Lns. 10A, 11-26 | (d), (e) | |
| | | Y | Pg. 57, Lns. 14A, 15-16, 17A, 38A, 39-41 | (d), (e) | |
| | | Y | Pg. 58, Ln. 22A | (d), (e) | |
| | | Y | Pg. 59, Lns. 3A, 4A | (d), (e) | |
| | | N | Pgs. 60-65 | | |
| | | Y | Pg. 66, Lns. 2A, 15A, | (d), (e) | |
| | | Y | Pg. 67, Lns. 4A, 6-9, 11-14, 15A, 16, 17A, 18A, 19A | (d), (e) | |
| | | N | Pgs. 68-71 | | |
| | | Y | Pg. 72, Lns. 8, 10-12, 13A, 14A, 21A, 22A | (d), (e) | |
| | | Y | Pg. 73, Lns. 6A, 7A, 8A, 9A, 10A, 11A, 12A | (d), (e) | |
| | | Y | Pg. 74, Ln. 46A | (d), (e) | |
| | | Y | Pg. 75, Ln. 11A | (d), (e) | |
| | | Y | Pg. 76, Ln. 6A | (d), (e) | |

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| | | Y | Pg. 78, Ln. 43A | (d), (e) | |
| | | Y | Pg. 79, Lns. 7, 9-11, 12A, 13A, 18A, 19A | (d), (e) | |
| | | Y | Pg. 80, Ln. 47A | (d), (e) | |
| | | Y | Pg. 81, Ln. 8A | (d), (e) | |
| | | Y | Pg. 82, Ln. 46A | (d), (e) | |
| | | Y | Pg. 83, Lns. 6, 8-10, 11A, 12A, 20A | (d), (e) | |
| | | N | Pgs. 84-88 | | |
| | | Y | Pg. 89, Ln. 7A | (d), (e) | |
| | | N | Pg. 90 | | |
| | | Y | Pg. 91, Ln. 6A | (d), (e) | |
| | | Y | Pg. 92, Ln. 7A | (d), (e) | |
| | | Y | Pg. 93, Ln. 6A | (d), (e) | |
| | | Y | Pg. 94, Ln. 6A | (d), (e) | |
| | | Y | Pg. 95, Ln. 33A | (d), (e) | |
| | | N | Pg. 96 | | |
| | | Y | Pg. 97, Ln. 2 | (d), (e) | |
| | | N | Pgs. 98-99 | | |
| Term Loan #2: September 2016 Conversion to Revolver (Exhibit 1 (j)) | 25 | Y | Pg. 1, Ln. 7A | (d), (e) | Aldo Portales |
| | | Y | Pg. 2, Ln. 10A | (d), (e) | |
| | | Y | Pg. 3, Lns. 27A, 28A, 28B | (d), (e) | |
| | | Y | Pg. 4, Lns. 25A, 27A | (d), (e) | |
| | | Y | Pg. 5, Ln. 26A | (d), (e) | |
| | | Y | Pg. 6, Lns. 12A, 13A, 13B, 27A, 27B, 28A | (d), (e) | |
| | | Y | Pg. 7, Lns. 4A, 5A, 5B, 19A, 20A | (d), (e) | |
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| | | Y | Pg. 12, Ln. 20A | (d), (e) | Aldo Portales |
| | | Y | Pg. 13, Lns. 1A, 3A, 4A, 5A, 6A | (d), (e) | |
| | | Y | Pg. 14, Lns. 5A, 7-10, 12-15, 16A, 17A, 18A, 19A | (d), (e) | |
| | | Y | Pg. 15, Lns. 10, 12-14, 15A, 16A, 24A | (d), (e) | |
| | | N | Pgs. 16-17 | | |
| | | Y | Pg. 18, Lns. 9-12, 13A, 14A, 18A | (d), (e) | |
| | | N | Pgs. 19-25 | | |
| Term Loan #3: Bank 2 2016 Term Loan Agreement (Exhibit 1 (k)) | 99 | Y | Pg. 1, Ln. 13 | (d), (e) | Aldo Portales |
| | | N | Pgs. 2-6 | | |
| | | Y | Pg. 7, Ln. 6A | (d), (e) | |
| | | Y | Pg. 8, Lns. 9-14 | (d), (e) | |
| | | Y | Pg. 9, Lns. 12-42 | (d), (e) | |
| | | Y | Pg. 10, Lns. 1-2 | (d), (e) | |
| | | Y | Pg. 11, Lns. 37-39 | (d), (e) | |
| | | Y | Pg. 12, Lns. 1-14 | (d), (e) | |
| | | Y | Pg. 13, Lns. 1-7 | (d), (e) | |
| | | Y | Pg. 14, Lns. 19-37 | (d), (e) | |
| | | Y | Pg. 15, Lns. 1-24 | (d), (e) | |
| | | N | Pg. 16 | | |
| | | Y | Pg. 17, Lns. 20-26 | (d), (e) | |
| | | N | Pgs. 18-19 | | |
| | | Y | Pg. 20, Lns. 5-37 | (d), (e) | |
| | | Y | Pg. 21, Lns. 1-9, 15-19 | (d), (e) | |
| | | N | Pg. 22 | | |
| | | Y | Pg. 23, Lns. 12A, 13A | (d), (e) | |

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| | | Y | Pg. 24, Lns. 7A, 8A, 10A, 11 | (d), (e) | Aldo Portales |
| | | Y | Pg. 25, Lns. 11A, 11B, 24A, 24B | (d), (e) | |
| | | N | Pgs. 26-42 | | |
| | | Y | Pg. 43, Lns. 3-10, 13A, 14-18, 20A, 21A, 22A, 23-25 | (d), (e) | |
| | | Y | Pg. 44, Lns. 30A, 31A, 32-34 | (d), (e) | |
| | | Y | Pg. 45, Lns. 16A, 17-27 | (d), (e) | |
| | | Y | Pg. 46, Ln. 37A | (d), (e) | |
| | | Y | Pg. 47, Lns. 22A, 23A, 31A, 38A | (d), (e) | |
| | | Y | Pg. 48, Lns. 1A, 25A, 29A, 31A | (d), (e) | |
| | | Y | Pg. 49, Lns. 14A, 15-18 | (d), (e) | |
| | | Y | Pg. 50, Ln. 21A | (d), (e) | |
| | | N | Pgs. 51-54 | | |
| | | Y | Pg. 55, Lns. 3A, 4A, 5A, 6A, 6B, 11A, 14A | (d), (e) | |
| | | Y | Pg. 56, Lns. 10A, 11-26 | (d), (e) | |
| | | Y | Pg. 57, Lns. 13A, 14-15, 16A, 38-41 | (d), (e) | |
| | | Y | Pg. 58, Ln. 22A | (d), (e) | |
| | | Y | Pg. 59, Lns. 3A, 4A | (d), (e) | |
| | | N | Pgs. 60-65 | | |
| | | Y | Pg. 66, Lns. 1, 2A, 4A, 5A, 6A, 7A, 8A, 9A, 13A, 14A, 14B, 15A, 19, 25 | (d), (e) | |
| | | Y | Pg. 67, Lns. 5A, 7, 9-11, 12A, 13A, 14A, 15A | (d), (e) | |
| | | N | Pgs. 68-71 | | |
| | | Y | Pg. 72, Lns. 8, 17A, 18A | (d), (e) | |

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| | | Y | Pg. 73, Lns. 3A, 4A, 5A, 6A, 7A, 8A, 9A | (d), (e) | Aldo Portales |
| | | Y | Pg. 74, Ln. 46A | (d), (e) | Aldo Portales |
| | | Y | Pg. 75, Lns. 11A, 12A | (d), (e) | Aldo Portales |
| | | Y | Pg. 76, Ln. 6A | (d), (e) | Aldo Portales |
| | | N | Pg. 77 | | Aldo Portales |
| | | Y | Pg. 78, Ln. 46A | (d), (e) | Aldo Portales |
| | | Y | Pg. 79, Lns. 7, 14A, 15A | (d), (e) | Aldo Portales |
| | | Y | Pg. 80, Ln. 46A | (d), (e) | Aldo Portales |
| | | Y | Pg. 81, Lns. 8A, 9A | (d), (e) | Aldo Portales |
| | | Y | Pg. 82, Ln. 46A | (d), (e) | Aldo Portales |
| | | Y | Pg. 83, Lns. 6, 15A | (d), (e) | Aldo Portales |
| | | N | Pgs. 84-88 | | Aldo Portales |
| | | Y | Pg. 89, Lns. 7A, 8A | (d), (e) | Aldo Portales |
| | | N | Pg. 90 | | Aldo Portales |
| | | Y | Pg. 91, Ln. 6A | (d), (e) | Aldo Portales |
| | | Y | Pg. 92, Ln. 7A | (d), (e) | Aldo Portales |
| | | Y | Pg. 93, Ln. 6A | (d), (e) | Aldo Portales |
| | | Y | Pg. 94, Ln. 6A | (d), (e) | Aldo Portales |
| | | Y | Pg. 95, Ln. 33A | (d), (e) | Aldo Portales |
| | | N | Pg. 96 | | Aldo Portales |
| | | Y | Pg. 97, Ln. 2 | (d), (e) | Aldo Portales |
| | | N | Pgs. 98-99 | | Aldo Portales |
| Term Loan #4: August 2016 Conversion to Revolver 1 (Exhibit 1 (I)) | 24 | Y | Pg. 1, Ln. 7A | (d), (e) | Aldo Portales |
| | | Y | Pg. 2, Ln. 9 | (d), (e) | Aldo Portales |
| | | Y | Pg. 3, Lns. 26A, 26B, 33A, 34A, 34B | (d), (e) | Aldo Portales |
| | | N | Pg. 4 | | Aldo Portales |
| | | Y | Pg. 5, Lns. 5A, 6, 8A | (d), (e) | Aldo Portales |

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| | | Y | Pg. 6, Lns. 11A, 12A, 12B, 27A, 27B, 28A | (d), (e) | Aldo Portales |
| | | Y | Pg. 7, Lns. 6A, 15A, 16A, 16B | (d), (e) | Aldo Portales |
| | | N | Pgs. 8-10 | | Aldo Portales |
| | | Y | Pg. 11, Ln. 8A | (d), (e) | Aldo Portales |
| | | Y | Pg. 12, 1, 3A, 4A, 5A, 6A, 7A, 8A, 9, 10, 16A | (d), (e) | Aldo Portales |
| | | Y | Pg. 13, Lns. 5A, 7, 9-11, 12A, 13A, 14A, 15A | (d), (e) | Aldo Portales |
| | | Y | Pg. 14, Lns. 10-12, 13A, 14A, 15A, 16A, 24A | (d), (e) | Aldo Portales |
| | | N | Pgs. 15-16 | | Aldo Portales |
| | | Y | Pg. 17, Lns. 8, 10-12, 13A, 14A, 15A, 16A, 22A | (d), (e) | Aldo Portales |
| | | N | Pgs. 18-24 | | Aldo Portales |
| Term Loan #5: September 2016 Revolving Credit Agreement (Exhibit 1 (m)) | 102 | Y | Pg. 1, Ln. 13 | (d), (e) | Aldo Portales |
| | | N | Pgs. 2-6 | | Aldo Portales |
| | | Y | Pg. 7, Lns. 6A | (d), (e) | Aldo Portales |
| | | Y | Pg. 8, Lns. 11-16 | (d), (e) | Aldo Portales |
| | | Y | Pg. 9, Lns. 15-42 | (d), (e) | Aldo Portales |
| | | Y | Pg. 10, Lns. 1-5, 15 | (d), (e) | Aldo Portales |
| | | N | Pg. 11 | | Aldo Portales |
| | | Y | Pg. 12, 13-29 | (d), (e) | Aldo Portales |
| | | Y | Pg. 13, Lns. 16-22 | (d), (e) | Aldo Portales |
| | | Y | Pg. 14, Lns. 34-37 | (d), (e) | Aldo Portales |
| | | Y | Pg. 15, Lns. 1-37 | (d), (e) | Aldo Portales |
| | | Y | Pg. 16, Lns. 1-3 | (d), (e) | Aldo Portales |
| | | N | Pg. 17 | | Aldo Portales |
| | | Y | Pg. 18, Lns. 8-14 | (d), (e) | Aldo Portales |
| | | N | Pg. 19 | | Aldo Portales |

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| | | Y | Pg. 20, Lns. 30-39 | (d), (e) | Aldo Portales |
| | | Y | Pg. 21, Lns. 1-23, 28-36 | (d), (e) | |
| | | Y | Pg. 22, Lns. 3-7 | (d), (e) | |
| | | N | Pg. 23 | | |
| | | Y | Pg. 24, Lns. 3A, 4A, 15A, 16A | (d), (e) | |
| | | Y | Pg. 25, Lns. 26A, 29A, 30 | (d), (e) | |
| | | Y | Pg. 26, Lns. 27A, 27B, 41A, 41B | (d), (e) | |
| | | Y | Pg. 27, Lns. 8-12 | (d), (e) | |
| | | N | Pgs. 28-31 | | |
| | | Y | Pg. 32, Lns. 16A, 17-22 | (d), (e) | |
| | | N | Pgs. 33-44 | | |
| | | Y | Pg. 45, Lns. 40-41 | (d), (e) | |
| | | Y | Pg. 46, Lns. 1-6, 9A, 10-14, 16A, 17A, 18A, 19-21 | (d), (e) | |
| | | Y | Pg. 47, Lns. 28A, 29-31 | (d), (e) | |
| | | Y | Pg. 48, Lns. 11A, 12-22 | (d), (e) | |
| | | N | Pg. 49 | | |
| | | Y | Pg. 50, Lns. 27A, 28A, 36A | (d), (e) | |
| | | Y | Pg. 51, Lns. 6A, 8A, 32A, 36A, 38A | (d), (e) | |
| | | Y | Pg. 52, Lns. 21A, 22-25 | (d), (e) | |
| | | Y | Pg. 53, Lns. 30A | (d), (e) | |
| | | N | Pg. 54-57 | | |
| | | Y | Pg. 58, Lns. 13A, 14, 15A, 17A, 17B, 18A, 23A, 26A, 26B | (d), (e) | |
| | | Y | Pg. 59, Lns. 22A, 23-38 | (d), (e) | |

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| | | Y | Pg. 61, Lns. 5-8, 34A | (d), (e) | |
| | | Y | Pg. 62, Lns. 16A, 17A | (d), (e) | |
| | | N | Pgs. 63-67 | | |
| | | Y | Pg. 68, Ln. 8A | (d), (e) | |
| | | Y | Pg. 69, Lns. 1, 2A, 4A, 5A, 6A, 7A, 8A, 10A, 11A, 14A, 15A, 16, 22A, 22B | (d), (e) | |
| | | Y | Pg. 70, Lns. 4A, 7-13, 15-21 | (d), (e) | |
| | | N | Pg. 71-73 | | |
| | | Y | Pg. 74, Lns. 8-14, 19-25, 31A, 32A | (d), (e) | |
| | | Y | Pg. 75, Lns. 13A, 14A, 15A, 16A, 17A, 18A, 19A | (d), (e) | |
| | | Y | Pg. 76, Ln. 46A | (d), (e) | |
| | | Y | Pg. 77, Ln. 11A | (d), (e) | |
| | | Y | Pg. 78, Ln. 6A | (d), (e) | |
| | | N | Pg. 79 | | |
| | | Y | Pg. 80, Ln. 46A | (d), (e) | |
| | | Y | Pg. 81, Lns. 7-13, 17-23, 30A | (d), (e) | |
| | | N | Pg. 82 | | |
| | | Y | Pg. 83, Ln. 47A | (d), (e) | |
| | | Y | Pg. 84, Lns. 8A, 9A | (d), (e) | |
| | | Y | Pg. 85, LN. 46A | (d), (e) | |
| | | Y | Pg. 86, Lns. 6-12, 16-22, 29A | (d), (e) | |
| | | N | Pgs. 87-91 | | |
| | | Y | Pg. 92, Lns. 7A, 8A, 10A | (d), (e) | |

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| | | N | Pg. 93 | | Aldo Portales |
| | | Y | Pg. 94, Ln. 6A | (d), (e) | |
| | | Y | Pg. 95, Ln. 7A | (d), (e) | |
| | | Y | Pg. 96, Ln. 6A | (d), (e) | |
| | | Y | Pg. 97, Ln. 6A | (d), (e) | |
| | | Y | Pg. 98, Ln. 33A | (d), (e) | |
| | | N | Pg. 99 | | |
| | | Y | Pg. 100, Ln. 2 | (d), (e) | |
| | | N | Pg. 101-102 | | |
| Term Loan #6: November 2016 Revolving Credit Agreement (Exhibit 1 (n)) | 105 | Y | Pg. 1, Ln. 13 | (d), (e) | Aldo Portales |
| | | N | Pgs. 2-6 | | |
| | | Y | Pg. 7, Ln. 6A | (d), (e) | |
| | | Y | Pg. 8, Lns. 3-16 | (d), (e) | |
| | | Y | Pg. 9, Lns. 1, 16-21 | (d), (e) | |
| | | Y | Pg. 10, Lns. 24-43 | (d), (e) | |
| | | Y | Pg. 11, Lns. 1-13 | (d), (e) | |
| | | N | Pg. 12 | | |
| | | Y | Pg. 13, Lns. 16-32 | (d), (e) | |
| | | Y | Pg. 14, Lns. 20-26 | (d), (e) | |
| | | N | Pg. 15 | | |
| | | Y | Pg. 16, Lns. 1-37 | (d), (e) | |
| | | Y | Pg. 17, Lns. 1-7 | (d), (e) | |
| | | N | Pg. 18 | | |
| | | Y | Pg. 19, Lns. 10-16 | (d), (e) | |
| | | Y | Pg. 20, Lns. 34-35 | (d), (e) | |
| | | Y | Pg. 21, Lns. 1-28 | (d), (e) | |
| | | Y | Pg. 22, Lns. 1-28 | (d), (e) | |
| | | Y | Pg.23, Lns. 25-38 | (d), (e) | |

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| | | Y | Pg. 25, Lns. 1-2 | (d), (e) | |
| | | Y | Pg. 26, Lns. 36A, 37A | (d), (e) | |
| | | Y | Pg. 27, Lns. 9A, 10A | (d), (e) | |
| | | Y | Pg. 28, Lns. 19A, 20, 22A, 23 | (d), (e) | |
| | | Y | Pg. 29, Lns. 20A, 20B, 34A, 34B | (d), (e) | |
| | | Y | Pg. 30, Lns. 1-5, 35A | (d), (e) | |
| | | Y | Pg. 31, Lns. 4A, 5A | (d), (e) | |
| | | N | Pg. 32-34 | | |
| | | Y | Pg. 35, Lns. 12A, 13-18 | (d), (e) | |
| | | N | Pg. 36-47 | | |
| | | Y | Pg. 48, Lns. 40-41 | (d), (e) | |
| | | Y | Pg. 49, Lns. 1-6, 9A, 10-14, 16A, 17A, 18A, 19-21 | (d), (e) | |
| | | Y | Pg. 50, Lns. 27A, 28A, 29-31 | (d), (e) | |
| | | Y | Pg. 51, Lns. 10A, 11-21 | (d), (e) | |
| | | N | Pg. 52 | | |
| | | Y | Pg. 53, Lns. 25A, 26A, 34A | (d), (e) | |
| | | Y | Pg. 54, Lns. 4A, 6A, 30A, 36A | (d), (e) | |
| | | Y | Pg. 55, Lns. 19A, 20A, 21-23 | (d), (e) | |
| | | Y | Pg. 56, Ln. 27A | (d), (e) | |
| | | N | Pgs. 57-60 | | |
| | | Y | Pg. 61, Lns. 9A, 10A, 12A, 12B, 13A, 18A, 21A | (d), (e) | |
| | | Y | Pg. 62, Lns. 18A, 19-34 | (d), (e) | |

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| | | Y | Pg. 64, Lns. 1-3, 29A | (d), (e) | |
| | | Y | Pg. 65, Lns. 12A, 13A | (d), (e) | |
| | | N | Pg. 66-70 | | |
| | | Y | Pg. 71, Ln. 8A | (d), (e) | |
| | | Y | Pg. 72, Lns. 2A, 3A, 4A, 5A, 6A, 7A, 9A, 10A, 12A, 13A, 14, 16, 18-19, 21A, 22A, 23A, 24 | (d), (e) | |
| | | Y | Pg. 73, Lns. 4A, 7, 8A, 9A, 10A, 11A, 13, 14A, 15A, 16A, 17A | (d), (e) | |
| | | N | Pg. 74-76 | | |
| | | Y | Pg. 77, Lns. 8, 9A, 10A, 11A, 12A, 16, 17A, 18A, 19A, 20A, 26A, 27A | (d), (e) | |
| | | Y | Pg. 78, Lns. 9A, 10A, 11A, 12A, 13A, 14A, 15A | (d), (e) | |
| | | Y | Pg. 79, Ln. 47A | (d), (e) | |
| | | Y | Pg. 80, Ln. 11A | (d), (e) | |
| | | Y | Pg. 81, Ln. 6A | (d), (e) | |
| | | N | Pg. 82 | | |
| | | Y | Pg. 83, Ln. 46A | (d), (e) | |
| | | Y | Pg. 84, Lns. 7, 8A, 9A, 10A, 11A, 15, 16A, 17A, 18A, 19A, 26A | (d), (e) | |
| | | N | Pg. 85 | | |
| | | Y | Pg. 86, Ln. 47A | (d), (e) | |
| | | Y | Pg. 87, Ln. 8A | (d), (e) | |
| | | Y | Pg. 88, Ln. 46 | (d), (e) | |
| | | Y | Pg. 89, Lns. 6, 7A, 8A, 9A, 10A, 14, 15A, 16A, 17A, 18A, 26A | (d), (e) | |

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| | | N | Pg. 90-94 | | Aldo Portales |
| | | Y | Pg. 95, Ln. 10A | (d), (e) | |
| | | N | Pg. 96 | | |
| | | Y | Pg. 97, Ln. 6A | (d), (e) | |
| | | Y | Pg. 98, Ln. 7A | (d), (e) | |
| | | Y | Pg. 99, Ln. 6A | (d), (e) | |
| | | Y | Pg. 100, Ln. 6A | (d), (e) | |
| | | Y | Pg. 101, Ln. 33A | (d), (e) | |
| | | N | Pg. 102 | | |
| | | Y | Pg. 103, Ln. 2 | (d), (e) | |
| | | N | Pg. 104-105 | | |
| Term Loan #7: December 2016 Revolving Credit Agreement (Exhibit 1 (o)) | 102 | Y | Pg. 1, Ln. 13 | (d), (e) | Aldo Portales |
| | | N | Pgs. 2-6 | | |
| | | Y | Pg. 7, Ln. 6A | (d), (e) | |
| | | Y | Pg. 8, Lns. 11-16 | (d), (e) | |
| | | Y | Pg. 9, Lns. 15-42 | (d), (e) | |
| | | Y | Pg. 10, Lns. 1-5,15 | (d), (e) | |
| | | N | Pg. 11 | | |
| | | Y | Pg. 12, Lns. 13-29 | (d), (e) | |
| | | Y | Pg. 13, Lns. 16-22 | (d), (e) | |
| | | Y | Pg. 14, Lns. 34-37 | (d), (e) | |
| | | Y | Pg. 15, Lns. 1-37 | (d), (e) | |
| | | Y | Pg. 16, Lns. 1-3 | (d), (e) | |
| | | N | Pg. 17 | | |
| | | Y | Pg. 18, Lns. 8-14 | (d), (e) | |
| | | N | Pg. 19 | | |
| | | Y | Pg. 20, Lns. 30-39 | (d), (e) | |
| | | Y | Pg. 21, Lns. 1-23, 28-36 | (d), (e) | |

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| | | Y | Pg. 22, Lns. 3-7 | (d), (e) | Aldo Portales |
| | | N | Pg. 23 | | |
| | | Y | Pg. 24, Lns. 3A, 4A, 15A, 16A | (d), (e) | |
| | | Y | Pg. 25, Lns. 24A, 25, 27A, 28 | (d), (e) | |
| | | Y | Pg. 26, Lns. 25A, 25B, 39A, 39B | (d), (e) | |
| | | Y | Pg. 27, Lns. 5-9, 39A | (d), (e) | |
| | | Y | Pg. 28, Lns. 9A, 10A | (d), (e) | |
| | | N | Pg. 29-31 | | |
| | | Y | Pg. 32, Lns. 12A, 13-18 | (d), (e) | |
| | | N | Pg. 33-44 | | |
| | | Y | Pg. 45, Lns. 40-41 | (d), (e) | |
| | | Y | Pg. 46, Lns. 1-6, 9A, 10-14, 16A, 17A, 18A, 19-21 | (d), (e) | |
| | | Y | Pg. 47, Lns. 27A, 28A, 29-31 | (d), (e) | |
| | | Y | Pg. 48, Lns. 10A, 11-21 | (d), (e) | |
| | | N | Pg. 49 | | |
| | | Y | Pg. 50, Lns. 25A, 26A, 34A | (d), (e) | |
| | | Y | Pg. 51, Lns. 30A, 36A | (d), (e) | |
| | | Y | Pg. 52, Lns. 19A, 20-23 | (d), (e) | |
| | | Y | Pg. 53, Lns. 27A | (d), (e) | |
| | | N | Pg. 54-57 | | |
| | | Y | Pg. 58, Lns. 7A, 8A, 9A, 10A, 10B, 10C, 16A, 19A | (d), (e) | |
| | | Y | Pg. 59, Lns. 15A, 16-31 | (d), (e) | |
| | | Y | Pg. 60, Lns. 18A, 19-20, 21A, 43-46 | (d), (e) | |

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| | | Y | Pg. 61, Lns. 26A | (d), (e) | Aldo Portales |
| | | Y | Pg. 62, Lns. 9A, 10A | (d), (e) | |
| | | N | Pg. 63-67 | | |
| | | Y | Pg. 68, Ln. 8A | (d), (e) | |
| | | Y | Pg. 69, Lns. 1, 2A, 4A, 5A, 6A, 7A, 8A, 10A, 11A, 11B, 12A, 16, 18A, 20 | (d), (e) | |
| | | Y | Pg. 70, Lns. 4A, 7-10, 12-15 | (d), (e) | |
| | | N | Pg. 71-73 | | |
| | | Y | Pg. 74, Lns. 8-11, 15-18, 24A, 25A | (d), (e) | |
| | | Y | Pg. 75, Lns. 9A, 10A, 11A, 12A, 13A, 14A, 15A | (d), (e) | |
| | | Y | Pg. 76, Ln. 47A | (d), (e) | |
| | | Y | Pg. 77, Lns. 11A, 12A | (d), (e) | |
| | | Y | Pg. 78, Ln. 6A | (d), (e) | |
| | | N | Pg. 79 | | |
| | | Y | Pg. 80, 46A | (d), (e) | |
| | | Y | Pg. 81, Lns. 7-10, 14-17, 24A | (d), (e) | |
| | | N | Pg. 82 | | |
| | | Y | Pg. 83, Ln. 47A | (d), (e) | |
| | | Y | Pg. 84, Lns. 8A, 9A | (d), (e) | |
| | | Y | Pg. 85, Ln. 46A | (d), (e) | |
| | | Y | Pg. 86, Lns. 6-9, 13-16, 24A | (d), (e) | |
| | | N | Pgs. 87-91 | | |
| | | Y | Pg. 92, Ln. 10A | (d), (e) | |
| | | N | Pg. 93 | | |
| | | Y | Pg. 94, Ln. 6A | (d), (e) | |

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| | | Y | Pg. 95, Ln. 7A | (d), (e) | Aldo Portales |
| | | Y | Pg. 96, Ln. 6A | (d), (e) | |
| | | Y | Pg. 97, Ln. 6A | (d), (e) | |
| | | Y | Pg. 98, Ln. 33A | (d), (e) | |
| | | N | Pg. 99 | | |
| | | Y | Pg. 100, Ln. 2 | (d), (e) | |
| | | N | Pgs. 101-102 | | |
| Squire Patton Boggs #1: Signed opinion of FPL's legal counsel- Bank 1 2016 Term Loan Agreement (Exhibit 2 (b)) | 8 | Y | Pg. 1, Lns. 2-7, 8A, 14A | (d), (e) | Aldo Portales |
| | | Y | Pg. 2, Ln. 1 | (d), (e) | |
| | | Y | Pg. 3, Ln. 1 | (d), (e) | |
| | | Y | Pg. 4, Ln. 1 | (d), (e) | |
| | | Y | Pg. 5, Ln. 1 | (d), (e) | |
| | | Y | Pg. 6, Ln. 1 | (d), (e) | |
| | | Y | Pg. 7, Lns. 6A | (d), (e) | |
| | | N | Pg. 8 | | |
| Squire Patton Boggs #2: Signed opinion of FPL's legal counsel- September 2016 Conversion to Revolver (Exhibit 2 (c)) | 8 | Y | Pg. 1, Lns. 2-7, 10A | (d), (e) | Aldo Portales |
| | | Y | Pg. 2 Ln. 1A | (d), (e) | |
| | | Y | Pg. 3, Ln. 1A | (d), (e) | |
| | | Y | Pg. 4, Ln. 1A | (d), (e) | |
| | | Y | Pg. 5, Ln. 1A | (d), (e) | |
| | | Y | Pg. 6, Ln. 1A | (d), (e) | |
| | | N | Pgs. 7- 8 | | |
| Squire Patton Boggs #3: Signed opinion of FPL's legal counsel- Bank 2 2016 Term Loan Agreement (Exhibit 2 (d)) | 8 | Y | Pg. 1, Lns. 2, 9A | (d), (e) | Aldo Portales |
| | | Y | Pg. 2, Ln. 1 | (d), (e) | |
| | | Y | Pg. 3, Ln. 1 | (d), (e) | |
| | | Y | Pg. 4, Ln. 1 | (d), (e) | |
| | | Y | Pg. 5, Ln. 1 | (d), (e) | |
| | | Y | Pg. 6, Ln. 1 | (d), (e) | |
| | | Y | Pg. 7, Lns. 6A, 7A | (d), (e) | |

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| | | N | Pg. 8 | | Aldo Portales |
| Squire Patton Boggs #4: Signed opinion of FPL's legal counsel- August 2016 Conversion to Revolver 1 (Exhibit 2 (e)) | 8 | Y Y Y Y Y Y N | Pg. 1, Lns. 2-9, 12A Pg. 2, Ln. 1A Pg. 3, Ln. 1A Pg. 4, Ln. 1A Pg. 5, Ln. 1A Pg. 6, Ln. 1A Pgs. 7-8 | (d), (e) (d), (e) (d), (e) (d), (e) (d), (e) (d), (e) (d), (e) | Aldo Portales |
| Squire Patton Boggs #5: Signed opinion of FPL's legal counsel- September 2016 Revolving Credit Agreement (Exhibit 2 (f)) | 8 | Y Y Y Y Y Y N | Pg. 1, Lns. 3-7, 13A Pg. 2, Ln. 1A Pg. 3, Ln. 1A Pg. 4, Ln. 1A Pg. 5, Ln. 1A Pg. 6, Ln. 1A Pg. 7, Lns. 6A, 7A, 9A Pg. 8 | (d), (e) (d), (e) (d), (e) (d), (e) (d), (e) (d), (e) (d), (e) (d), (e) | Aldo Portales |
| Squire Patton Boggs #6: Signed opinion of FPL's legal counsel- November 2016 Revolving Credit Agreement (Exhibit 2 (g)) | 8 | Y Y Y Y Y Y N | Pg. 1, Lns. 2-6, 8-12, 18A Pg. 2, Ln. 1 Pg. 3, Ln. 1 Pg. 4, Ln. 1 Pg. 5, Ln. 1 Pg. 6, Ln. 1 Pg. 7, Lns. 6A, 9A Pg. 8 | (d), (e) (d), (e) (d), (e) (d), (e) (d), (e) (d), (e) (d), (e) (d), (e) | Aldo Portales |
| Squire Patton Boggs #7: Signed opinion of FPL's legal counsel- December 2016 Revolving Credit Agreement (Exhibit 2 (h)) | 8 | Y Y Y | Pg. 1, Lns. 2-5, 7-10, 16A Pg. 2, Ln. 1 Pg. 3, Ln. 1 Pg. 4, Ln. 1 | (d), (e) (d), (e) (d), (e) (d), (e) | Aldo Portales |

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| | | Y | Pg. 5, Ln. 1 | (d), (e) | Aldo Portales |
| | | Y | Pg. 6, Ln. 1 | (d), (e) | |
| | | Y | Pg. 7, Lns. 6A, 7A, 9A | (d), (e) | |
| | | N | Pg. 8 | | |

EXHIBIT D

DECLARATION

EXHIBIT D

BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION

In re: Application by Florida Power & Light Company for Authority to Issue and Sell Securities pursuant to Section 366.04, F.S. and Chapter 25-8, F.A.C.

Docket No. 150190-EI
March 30, 2017

STATE OF FLORIDA)
)
PALM BEACH COUNTY)


WRITTEN DECLARATION OF ALDO PORTALES

1. My name is Aldo Portales. I am currently Assistant Treasurer of Florida Power & Light Company. I have personal knowledge of the matters stated in this written declaration.

2. I have reviewed Exhibit C, and the documents that are included in Exhibit A to FPL's Request for Confidential Classification of Certain Information for which I am identified as the declarant. The information that FPL asserts is proprietary and confidential business information includes negotiated financial and commercial terms regarding a loan agreement, if made public, would harm the competitive interests of the provider of the information. The documents contain proprietary and confidential business information and are intended to be treated by FPL as private. To the best of my knowledge, FPL has maintained the confidentiality of these documents and materials.

3. Consistent with the provisions of the Florida Administrative Code, such materials should remain confidential for a period of at least an additional eighteen (18) months. In addition, they should be returned to FPL as soon as the information is no longer necessary for the Commission to conduct its business so that FPL can continue to maintain the confidentiality of these documents.

4. Under penalties of perjury, I declare that I have read the foregoing declaration and that the facts stated in it are true to the best of my knowledge and belief.



Aldo Portales

Date: March 28, 2017