



Kevin I.C. Donaldson
Senior Attorney
Florida Power & Light Company
700 Universe Boulevard
Juno Beach, FL 33408-0420
561-304-5170
E-mail: Kevin.Donaldson@fpl.com

March 30, 2018

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

RECEIVED-FPSC
2018 MAR 30 PM 12:37
COMMISSION
CLERK

Re: Docket No. 20160213-EI

REDACTED

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 2017 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

- COM Enclosure
- AFD 1 *redacted copy B* Counsel for Parties of Record (w/ copy of FPL's Request for Confidential Classification)
- APA
- ECO
- ENG 6534338
- GCL
- IDM
- CLK

BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION

In re: Application for authority to issue and sell securities for 24 months ending December 31, 2017, by Florida Power & Light Company

Docket No. 20160213-EI
March 30, 2018

**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, 2018. In support of its request, FPL states:

1. On March 30, 2018, FPL filed a confidential copy of its Consummation Report in the referenced docket, along with a number of exhibits including revolving credit agreements and term loan agreements identified as Exhibits 1(p), 1(r) and 1(t) as well as signed opinions of FPL's legal counsel identified as Exhibits 2(g), and 2(i) to the report. Confidential information is contained in portions of Exhibits 1(p), 1(r), 1(t), 2(g) and 2(i) ("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.

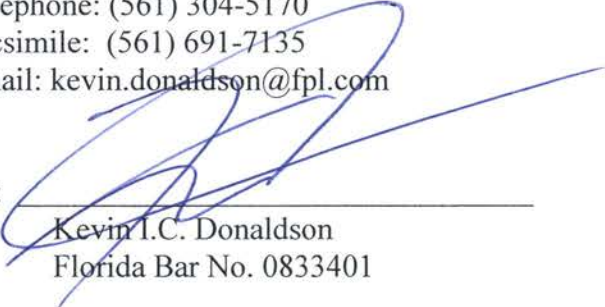
6. Upon a finding by the Commission that the material in Exhibit A for which FPL seeks confidential treatment is proprietary confidential business information within the meaning of section 366.093(3), Florida Statutes, such materials should not be declassified for a period of at least eighteen (18) months 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: _____

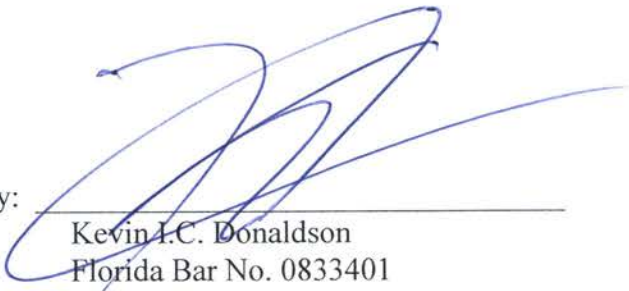

Kevin I.C. Donaldson
Florida Bar No. 0833401

CERTIFICATE OF SERVICE
Docket No. 20160213-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 2018 to the following:

Margo Duval, Esq.
Office of General Counsel
Florida Public Service Commission
2540 Shumard Oak Blvd.
Tallahassee, FL 32399-0850
mduval@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.

6534241

EXHIBIT A

CONFIDENTIAL

FILED UNDER SEPARATE COVER

EXHIBIT B

REDACTED COPIES

1 **AMENDMENT NO. 2 TO REVOLVING CREDIT AGREEMENT**

2
3 This **AMENDMENT NO. 2 TO REVOLVING CREDIT AGREEMENT**, dated as of
4 September 26, 2017 (this "**Second Amendment**") to the Agreement (as defined below), is
5 entered into by and among **FLORIDA POWER & LIGHT COMPANY**, a Florida corporation
6 (the "**Borrower**") and [REDACTED], as Lender (the "**Lender**") and as
7 Administrative Agent (the "**Agent**").
8

9 **WITNESSETH:**

10 **WHEREAS**, the Borrower, the Lender, the other lenders party thereto, and the Agent are
11 parties to that certain Term Loan Agreement, dated as of March 31, 2016, as amended by that
12 certain Amendment No. 1 to Term Loan Agreement (Conversion to Revolver), dated as of
13 September 27, 2016 (together with Schedules and Exhibits thereto, and as modified, amended,
14 supplemented, extended, renewed and/or replaced from time to time, the "**Agreement**"),
15 pursuant to which the Lender has made available to the Borrower a Commitment to make
16 revolving credit loans from time to time up to an aggregate principal amount at any one time
17 outstanding of Two Hundred and Fifty Million Dollars (\$250,000,000);

18 **WHEREAS**, the Borrower and Lender wish to further amend the Agreement to extend
19 the Commitment Termination Date on the terms and conditions set forth herein;

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

24 **AGREEMENT:**

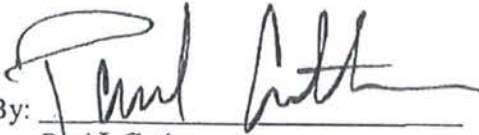
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26 **1. Definitions.** Capitalized terms used in this Second Amendment, including the recitals
27 hereto, and not otherwise defined herein have the meanings given such terms in the Agreement.
28 In addition, "**hereof**", "**herein**", "**hereto**",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

31 **2. Amendment.** The definition of "Commitment Termination Date" in the Agreement is
32 hereby amended to read as follows:

33 "Commitment Termination Date" shall mean the earlier of (a) September 27, 2018, and
34 (b) the date of termination in whole of the Commitments pursuant to Section 2.07 or
35 Article 7.
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FLORIDA POWER & LIGHT COMPANY,
as the Borrower

By: 
Paul I. Cutler
Treasurer

1 [REDACTED] as Administrative
2 Agent and as Lender

3 By: 
4 Name: David Dewar
5 Title: Director

6 [FPL] [REDACTED] Amendment No. 2 - Signature Page - Agent]

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 25, 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] as Lender (the "**Lender**") and as
8 Administrative Agent (the "**Agent**"). A
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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 November 24, 2015 (together with
13 Schedules and Exhibits thereto, and as modified, amended, supplemented, extended, renewed
14 and/or replaced from time to time, the "**Agreement**"), pursuant to which the Lender made
15 available to the Borrower a Two Hundred Million Dollar (\$200,000,000) term loan facility (the
16 "**Term Loan 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:**
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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" means August 25, 2016.
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**Term Loan #2:
August 2016 Conversion to Revolver
(Exhibit 1 (r))**

Page 2 of 33

**IS CONFIDENTIAL IN
ITS ENTIRETY**

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[REDACTED]

A B C D E F G H T

[REDACTED]

“Applicable Rating” means, at the time of any determination thereof, the Rating of the Applicable Rating Agencies, at least one of which must be either Moody’s or Standard & Poor’s.

“Applicable Rating Agencies” means, at the time of any determination thereof, all Rating Agencies employed by Borrower (which shall be a minimum of two (2), at least (1) one of which must be either Moody’s or Standard & Poor’s) for rating Borrower’s non-credit enhanced long-term senior unsecured debt (other than a shelf rating) or, to the extent such rating is not available, for the Borrower’s long-term senior secured debt rating.

“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 2.03

“Commitment Termination Date” means the earlier of (a) November 24, 2018 and (b) the date of termination in whole of the Commitments pursuant to Section 2.07 or Article 7.

“Fitch Rating” means, as of the date of any determination thereof, the rating of Fitch currently in effect (other than a shelf rating) relating to the non-credit enhanced long-term

1 senior unsecured debt of Borrower or, to the extent such rating is not available, one (1)
2 rating level below the Borrower's long-term senior secured debt rating provided by Fitch.

3 "Majority Level" shall have the meaning specified in the definition of "Rating Level"
4 contained in Section 1.01.

5 "Moody's Rating" means as of the date of any determination thereof, the rating of
6 Moody's currently in effect (other than a shelf rating) relating to the non-credit enhanced
7 long-term senior unsecured debt of Borrower or, to the extent such rating is not available,
8 one (1) rating level below the Borrower's long-term senior secured debt rating provided
9 by Moody's.

10 "Rating" means the Fitch Rating, the Moody's Rating or the Standard & Poor's Rating.

11 [REDACTED]
12 [REDACTED]

13 [REDACTED]
14 [REDACTED]

15 [REDACTED]

16 [REDACTED]

17 [REDACTED]

18 [REDACTED]
19 [REDACTED]
20 [REDACTED]

21 [REDACTED]
22 [REDACTED]

23 [REDACTED]

24 [REDACTED]

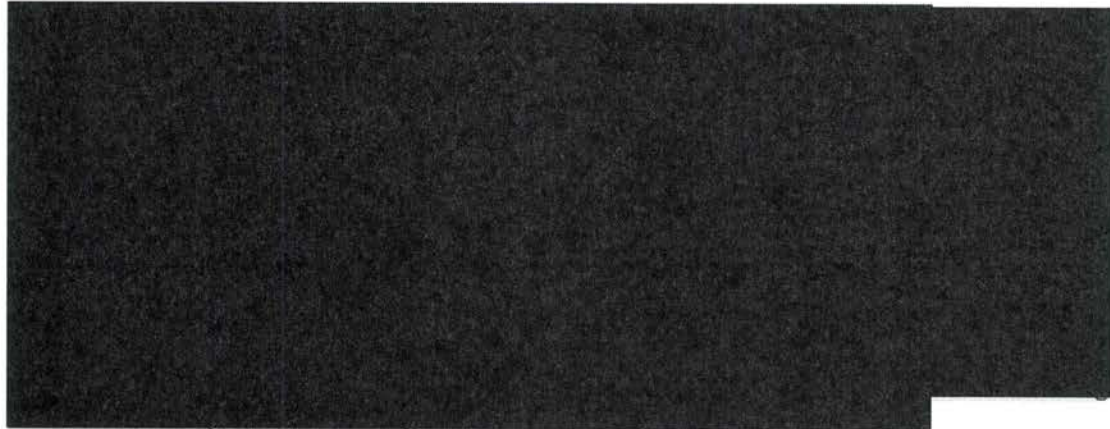
25 [REDACTED]
26 [REDACTED]
27 [REDACTED]
28 [REDACTED]

29 [REDACTED]

30 [REDACTED]

**Term Loan #2:
August 2016 Conversion to Revolver
(Exhibit 1 (r))
Page 5 of 33
IS CONFIDENTIAL IN
ITS ENTIRETY**

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“Standard & Poor’s Rating” means, as of the date of any determination thereof, the rating of Standard & Poor’s currently in effect (other than a shelf rating) relating to the non-credit enhanced long-term senior unsecured debt of Borrower or, to the extent such rating is not available, one (1) rating level below the Borrower’s long-term senior secured debt rating provided by Standard & Poor’s.

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

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

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“Maturity Date” means the Commitment Termination Date.

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

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

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

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§2.5 **Article 2** of the Agreement is hereby amended to read in its entirety as follows:

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ARTICLE 2
LOANS

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Section 2.01 Commitments to Lend. As of the Amendment Effective Date, each Lender severally agrees, on the terms of this Agreement (including Section 6.02), to (i) convert all of its Outstanding Loans to revolving credit loans, and (ii) thereafter to make Loans in Dollars to the Borrower during the period commencing on the Amendment Effective Date and terminating on

1 reflect the cost to Lender of making, funding or maintaining its Eurodollar Rate Loans,
2 during any Interest Period, Lender shall forthwith give Notice of such determination
3 (which shall be conclusive and binding on Borrower) to Borrower. In such event (x) any
4 Interest Rate Notice with respect to Eurodollar Rate Loans shall be automatically
5 withdrawn and any Interest Rate Notice shall be deemed a request for a Base Rate Loan,
6 (y) each Eurodollar Rate Loan will automatically, on the last day of the then current
7 Interest Period thereof, become a Base Rate Loan, and (z) the obligations of Lender to
8 make Eurodollar Rate Loans shall be suspended until Lender determines that the
9 circumstances giving rise to such suspension no longer exist, whereupon Lender shall so
10 notify Borrower.

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

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

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

20 (a) The Borrower may, subject to Section 2.05(b), Section 2.05(d), and Section 3.05, elect
21 from time to time to Convert all or any portion of any Loan to a Loan of another Type,
22 provided that (i) with respect to any such Conversion of all or any portion of any
23 Eurodollar Rate Loan to a Base Rate Loan, the Borrower shall give the Agent an Interest
24 Rate Notice (or telephonic notice promptly confirmed in writing) at least one (1)
25 Business Day prior to such Conversion; (ii) in the event of any Conversion of all or any
26 portion of a Eurodollar Rate Loan into a Base Rate Loan prior to the last day of the
27 Interest Period relating to the Eurodollar Rate Loan, the Borrower shall indemnify each
28 Lender in respect of such Conversion in accordance with Section 3.09; (iii) with respect
29 to any such Conversion of all or any portion of a Base Rate Loan to a Eurodollar Rate
30 Loan, the Borrower shall give the Agent an Interest Rate Notice (or telephonic notice
31 promptly confirmed in writing) at least three (3) Eurodollar Business Days prior to such
32 election, and such Conversion shall be effective on the first day of an Interest Period; and
33 (iv) no Loan may be Converted into a Eurodollar Rate Loan when any Default has
34 occurred and is continuing. On the date on which such Conversion is being made each
35 Lender may take such action, if any, as it deems desirable to transfer its Loan to its
36 Domestic Lending Office or its Eurodollar Lending Office, as the case may be. All or any
37 part of any Loans of any Type may be Converted as specified herein, provided that partial
38 Conversions shall be in an aggregate principal amount of Ten Million Dollars
39 (\$10,000,000) or any larger integral multiple of One Million Dollars (\$1,000,000) in
40 excess thereof. Each Interest Rate Notice relating to the Conversion of all or any portion
41 of any Base Rate Loan to a Eurodollar Rate Loan shall be irrevocable by the Borrower.

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

8 (c) Any Conversion to or from Eurodollar Rate Loans shall be in such amounts and be made
9 pursuant to such elections so that, after giving effect thereto, the aggregate principal
10 amount of all Eurodollar Rate Loans having the same Interest Period shall not be less
11 than Ten Million Dollars (\$10,000,000) or any integral multiple of One Million Dollars
12 (\$1,000,000) in excess thereof.

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

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

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

33 **Section 2.08 Mandatory Payment.** The Loans will mature on the Maturity Date and the
34 Borrower unconditionally promises to pay to the Agent for account of the Lender the entire
35 unpaid principal amount of the Loans Outstanding on the Maturity Date plus all accrued and
36 unpaid interest thereon and all other amounts then due hereunder.

37 **Section 2.09 Prepayment.** The Borrower shall have the right, at any time and from time to
38 time, to prepay the Loans in whole or in part, without penalty or premium, (i) upon not less than
39 (i) three (3) Business Days prior Notice (or telephonic notice promptly confirmed in writing)
40 given to the Agent not later than 11:00 A.M. (New York City time), in the case of Eurodollar

1 Rate Loans and (ii) same day written notice (or telephonic notice promptly confirmed in writing)
2 to the Agent not later than 11:00 A.M. (New York City time) in the case of Base Rate Loans;
3 *provided* that (i) each prepayment shall be in the principal amount of [REDACTED] for any larger
4 integral multiple of [REDACTED] in excess thereof, or equal to the remaining principal balance
5 outstanding under such Loan and (ii) in the event that the Borrower shall prepay any portion of
6 any Eurodollar Rate Loan prior to the last day of the Interest Period relating thereto, the
7 Borrower shall indemnify each of the Lenders in respect of such prepayment in accordance with
8 Section 3.09.

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

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

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

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


30 (d) The Agent will advise the Borrower of the outstanding indebtedness hereunder to the
31 Lenders upon written request therefor.

32 **Section 2.11 Replacement of Lenders.** If (i) any Lender requests compensation under Section
33 3.06 or Section 3.07, (ii) the Borrower is required to pay any additional amount to any Lender or
34 any Governmental Authority for the account of any Lender pursuant to Section 3.10, (iii) any
35 Lender is not able to make or maintain its Loans as a result of any event or circumstance
36 contemplated in Section 3.05, (iv) any Lender is a Defaulting Lender, or (v) any Lender fails to
37 consent to an election, consent, amendment, waiver or other modification to this Agreement or
38 any other Loan Document that requires consent of a greater percentage of the Lenders than the
39 Majority Lenders, and such election, consent, amendment, waiver or other modification is
40 otherwise consented to by the Majority Lenders, then the Borrower may, at its sole expense 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: 
Aldo Portales
Assistant Treasurer

10

1 [REDACTED]
2 as Administrative Agent and as a Lender

3 By: 
4 Name: Vijay Prasad
5 Title: Senior Vice President

6 [FPL/ [REDACTED] Term Loan - Signature Page - Amendment to Term Loan Agreement]

SCHEDULE I
TO TERM LOAN AGREEMENT

LENDERS

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A Lender	B Commitment
<p>[REDACTED]</p> <p><u>Lending Office and Address for Notices for all Loans:</u></p> <p>[REDACTED]</p> <p>[REDACTED]</p> <p>With copies to:</p> <p>[REDACTED]</p> <p>[REDACTED]</p>	<p>\$200,000,000</p>

EXHIBIT A TO AGREEMENT

[Form of Borrowing Notice]

BORROWING NOTICE

[Date]

[REDACTED]

With copies to:

[REDACTED]

Ladies and Gentlemen:

The undersigned, Florida Power & Light Company, a Florida corporation ("**Borrower**"), refers to the Term Loan Agreement, dated as of November 24, 2015, as amended by Amendment No. 1 to Term Loan Agreement (Conversion to Revolver), dated as of August [•], 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], 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\$_____.

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EXHIBIT B TO AGREEMENT

NOTE

\$200,000,000

Dated: August 25, 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 TWO HUNDRED MILLION DOLLARS AND NO/100 DOLLARS (\$200,000,000), or the aggregate unpaid principal amount of the Loan evidenced by this Note made by Lender to Borrower pursuant to the Agreement (as hereinafter defined), whichever is less, on the Maturity Date (as defined in the Agreement), and to pay interest on the principal sum outstanding hereunder from time to time from the Effective Date until the said principal sum or the unpaid portion thereof shall have been paid in full.

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

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

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

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

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 November 24, 2015, among the Borrower, the lenders party
6 thereto, and [REDACTED] as Administrative Agent and Lender (such agreement, as amended
7 by Amendment No. 1 (Conversion to Revolver), dated as of August 25, 2016, and as hereafter
8 varied or supplemented or amended and restated from time to time hereafter, the "Agreement").
9 This Note evidences the obligations of Borrower (a) to repay the principal amount of the Loan
10 made by Lender to Borrower under the Agreement, (b) to pay interest, as provided in the
11 Agreement on the principal amount hereof remaining unpaid from time to time, and (c) to pay
12 other amounts which may become due and payable hereunder as provided herein and in the
13 Agreement.
14

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

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

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

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

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

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 COMPANY**
5

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

11
12 Signed by Florida Power and Light Company
13 by Paul. I. Cutler, its Treasurer, in the presence
14 of:

15
16 _____
17 Signature of Witness
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20 _____
21 Print Name
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23 Address: _____
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[FPL / ██████^A -Signature Page - Note]

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ANNEX A

FORM OF
LEGAL OPINION OF SQUIRE PATTON BOGGS (US) LLP

August 25, 2016

[REDACTED]

[REDACTED]

[REDACTED]

Re: Amendment No. 1 to Term Loan Agreement, dated as of November 24, 2015 (the “Amendment”), by and among Florida Power & Light Company (the “Borrower”) and [REDACTED] as Lender (the “Lender”) and as Administrative Agent (the “Agent”)

Ladies and Gentlemen:

This opinion is furnished to you pursuant to *Section 4.4* of the Amendment, which amends that certain Term Loan Agreement, dated as of November 24, 2015 (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.

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

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SCHEDULE I

TO

OPINION OF SQUIRE PATTON BOGGS (US) LLP

List of Operative Documents

- (1) Term Loan Agreement, dated as of November 24, 2015, by and among the Borrower, the Lender, the other lenders party thereto, and the Agent, as amended by Amendment No. 1 to Term Loan Agreement (Conversion to Revolver), dated as of August 25, 2016.
- (2) Certificate of Borrower, dated as of November 24, 2015.
- (3) Note, dated as of August 25, 2016, made by Borrower and payable to the order of [REDACTED] in a principal amount of \$200,000,000.

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 November 3, 2016 (this "**Amendment**") to the Agreement (as
6 defined below), is entered into by and among **FLORIDA POWER & LIGHT COMPANY** a
7 Florida corporation (the "**Borrower**") and [REDACTED] as
8 Lender (the "**Lender**") and as Administrative Agent (the "**Agent**").
9

10 **WITNESSETH:**

11 **WHEREAS**, the Borrower, the Lender, the other lenders from time to time parties
12 thereto, and the Agent are parties that certain Term Loan Agreement, dated as of November 25,
13 2015 (together with Schedules and Exhibits thereto, and as modified, amended, supplemented,
14 extended, renewed and/or replaced from time to time, the "**Agreement**"), pursuant to which the
15 Lender made available to the Borrower a One Hundred Million Dollar (\$100,000,000) term loan
16 facility (the "**Term Loan 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 November 3, 2016.
37 [REDACTED]
38 [REDACTED]
39 [REDACTED]

**Term Loan #3:
November 2016 Conversion to Revolver
(Exhibit 1 (t))**

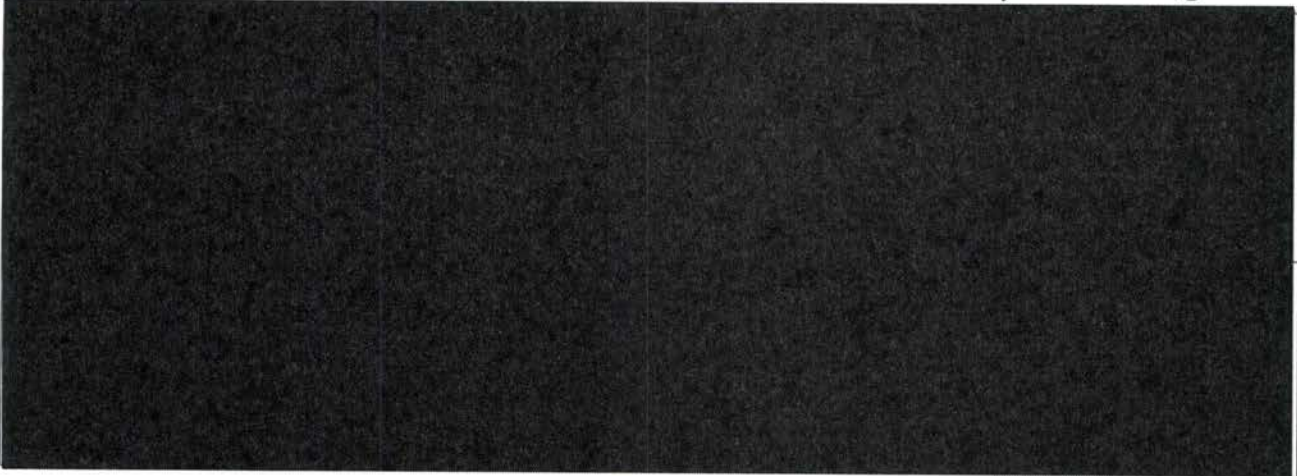
Page 2 of 31

**IS CONFIDENTIAL IN
ITS ENTIRETY**

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“Applicable Rating” means, at the time of any determination thereof, the Rating of the Applicable Rating Agencies, at least one of which must be either Moody’s or Standard & Poor’s.

“Applicable Rating Agencies” means, at the time of any determination thereof, all Rating Agencies employed by Borrower (which shall be a minimum of two (2), at least (1) one of which must be either Moody’s or Standard & Poor’s) for rating Borrower’s non-credit enhanced long-term senior unsecured debt (other than a shelf rating) or, to the extent such rating is not available, for the Borrower’s long-term senior secured debt rating.

“Commitment” shall mean, 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” shall mean the aggregate Commitments of the several Lenders.

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

“Commitment Termination Date” shall mean the earlier of (a) December 31, 2019, and (b) the date of termination in whole of the Commitments pursuant to Section 2.07 or Article 7.

“Fitch Rating” means, as of the date of any determination thereof, the rating of Fitch currently in effect (other than a shelf rating) relating to the non-credit enhanced long-term senior unsecured debt of Borrower or, to the extent such rating is not available, one (1) rating level below the Borrower’s long-term senior secured debt rating provided by Fitch.

“Majority Level” shall have the meaning specified in the definition of “Rating Level” contained in Section 1.01.

1 “Moody’s Rating” means as of the date of any determination thereof, the rating of
2 Moody’s currently in effect (other than a shelf rating) relating to the non-credit enhanced
3 long-term senior unsecured debt of Borrower or, to the extent such rating is not available,
4 one (1) rating level below the Borrower’s long-term senior secured debt rating provided
5 by Moody’s.

6 “Rating” means the Fitch Rating, the Moody’s Rating or the Standard & Poor’s Rating.

7 [REDACTED]

9 [REDACTED]

11 [REDACTED]

12 [REDACTED]

13 [REDACTED]

14

15 [REDACTED]

17 [REDACTED]

18 [REDACTED]

19 [REDACTED]

20 [REDACTED]

21 [REDACTED]

23 [REDACTED]

24 [REDACTED]

25 [REDACTED]

26 [REDACTED]

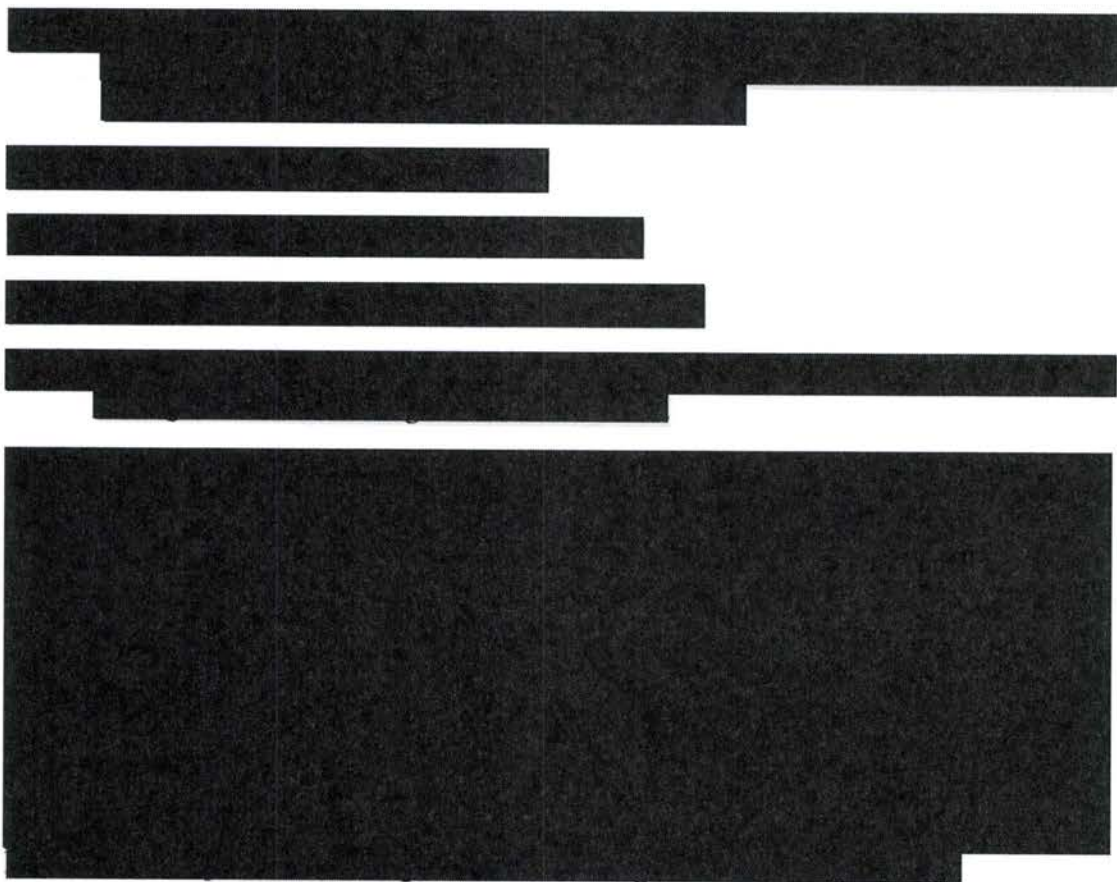
27 [REDACTED]

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31 [REDACTED]

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“Standard & Poor’s Rating” means, as of the date of any determination thereof, the rating of Standard & Poor’s currently in effect (other than a shelf rating) relating to the non-credit enhanced long-term senior unsecured debt of Borrower or, to the extent such rating is not available, one (1) rating level below the Borrower’s long-term senior secured debt rating provided by Standard & Poor’s.

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

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

“Maturity Date” shall mean the Commitment Termination Date.

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

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

1 Pro Rata Share and (ii) each payment of interest on Loans by the Borrower shall be made
2 for account of the Lenders pro rata in accordance with the amounts of interest on such
3 Loans then due and payable to the respective Lenders.

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

9 **Section 2.07 Interest and Fees.**(a) The Agent shall give prompt Notice to the Borrower of the
10 applicable interest rate determined by the Agent for the purpose of determining the
11 interest rate under Section 2.05(a)(i).

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

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


20 **Section 2.08 Commitment Reduction.** The Borrower shall have the right, exercisable at any
21 time and from time to time, upon two (2) Business Days' Notice to the Agent (or telephonic
22 notice promptly confirmed in writing), to terminate in whole or reduce in part the Commitment;
23 *provided* that each partial reduction of the Commitment shall be in an amount of [REDACTED]
24 [REDACTED] or integral multiples of [REDACTED] in excess
25 thereof; and *provided further* that the Commitment may not be reduced to any amount less than
26 the aggregate principal amount (without duplication) of all Loans Outstanding at the time of any
27 such reduction.**Section 2.09 Commitment Fee.** Borrower agrees to pay to the Agent for the
28 account of each Lender a per annum Commitment Fee (the "Commitment Fee") for the period
29 from and including the Amendment Effective Date to but not including the earlier of the date
30 such Lender's Commitment is terminated and the Maturity Date, equal to the Commitment Fee
31 Rate multiplied by the daily average unused amount of such Lender's Commitment for such
32 period. The Commitment Fee shall be payable to the Agent for the account of each Lender (a)
33 quarterly in arrears on the last day of each March, June, September and December, commencing
34 on December 31, 2016, and (b) on the earlier of (i) the date the Commitments are terminated in
35 full and (ii) the Maturity Date.

36 **Section 2.10 Replacement of Lenders.** If (i) any Lender requests compensation under Section
37 3.06 or Section 3.07, (ii) the Borrower is required to pay any additional amount to any Lender or
38 any Governmental Authority for the account of any Lender pursuant to Section 3.10, (iii) any
39 Lender is not able to make or maintain its Loans as a result of any event or circumstance
40 contemplated in Section 3.05, (iv) any Lender is a Defaulting Lender, or (v) any Lender fails to
41 consent to an election, consent, amendment, waiver or other modification to this Agreement or

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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 Cutler
Treasurer

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[REDACTED]
as Administrative Agent and as a Lender

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By: 

Name: Raymond Qiao
Title: Managing Director

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[EPL [REDACTED] - Term Loan Amendment - Signature Page - [REDACTED]

SCHEDULE I

LENDERS

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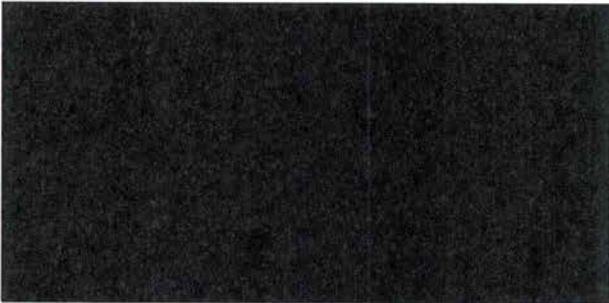
<i>A</i> Lender	<i>B</i> Commitment
[REDACTED]	\$100,000,000
<u>Lending Office for all Loans:</u>	
[REDACTED]	
[REDACTED]	
[REDACTED]	
[REDACTED]	
<u>Address for Notices:</u>	
[REDACTED]	
[REDACTED]	
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[REDACTED]	
[REDACTED]	
[REDACTED]	
[REDACTED]	
[REDACTED]	

EXHIBIT A TO AGREEMENT

[Form of Borrowing Notice]

BORROWING NOTICE

[Date]



Ladies and Gentlemen:

The undersigned, Florida Power & Light Company, a Florida corporation (“**Borrower**”), refers to the Term Loan Agreement, dated as of November 25, 2015, as amended by Amendment No. 1 to Term Loan Agreement (Conversion to Revolver), dated as of November [3], 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], 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:

1 EXHIBIT B TO AGREEMENT

2 [Form of Amended and Restated Note]

3 NOTE

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6 \$100,000,000

Dated: November 3, 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 (hereinafter, together with its successors in title and permitted assigns, called the "**Lender**"), the
13 principal sum of ONE HUNDRED MILLION DOLLARS AND NO/100 DOLLARS
14 (\$100,000,000), or the aggregate unpaid principal amount of the Loans evidenced by this Note
15 made by Lender to Borrower pursuant to the Agreement (as hereinafter defined), whichever is
16 less, on the Maturity Date (as defined in the Agreement), and to pay interest on the principal sum
17 outstanding hereunder from time to time from the Effective Date until the said principal sum or
18 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 to the Administrative Agent at the
36 Administrative Agent's office, as provided in the Agreement, for the account of the Holder, not
37 later than 2:00 p.m., New York, New York time, on the due date of such payment. All payments
38 on or in respect of this Note or the indebtedness evidenced hereby shall be made without set-off
39 or counterclaim and free and clear of and without any deduction of any kind for any taxes, levies,
40 fees, deductions withholdings, restrictions or conditions of any nature, except as expressly set
41 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 November 25, 2015, among the Borrower, the lenders party thereto,
6 and [REDACTED], as Administrative Agent and Lender, as amended by
7 Amendment No. 1 (Conversion to Revolver), dated as of November 3, 2016 (such agreement, as
8 so amended and as hereafter varied or supplemented or amended and restated from time to time
9 hereafter, the "**Agreement**"). This Note evidences the obligations of Borrower (a) to repay the
10 principal amount of the Loan 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 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 This Note amends and restates in its entirety, the note dated November 25, 2015 (the "Original
21 Note"), made by the Borrower to the order of the Lender. Without any action on the part of any
22 party, the entire principal balance outstanding under the Original Note and all accrued and
23 unpaid interest thereon, shall, as of the date hereof, be deemed to be outstanding under this Note,
24 with the same allocation between principal and interest as under said Original Note. Nothing
25 herein shall be deemed or construed as a novation, satisfaction or refinancing of any of the
26 indebtedness evidenced by the Original Note.

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

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

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

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 COMPANY**

5
6
7 By: _____
8 Paul I. Cutler
9 Treasurer

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15
16 STATE OF NEW YORK)
17) ss.
18 COUNTY OF NEW YORK)
19

20 BE IT REMEMBERED, that on this ____ day of November, 2016, before me, the
21 undersigned, a Notary Public in and for said County and State aforesaid, came Paul Cutler, to me
22 personally known, who being by me duly sworn, did say that he/she is the Treasurer of Florida
23 Power & Light Company, a Florida corporation, that said instrument was signed and sealed on
24 behalf of said corporation, and said person acknowledged said instrument to be the free act and
25 deed of said corporation.

26 IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, the
27 day and year last above written.

28
29 _____
30 Notary Public in and for Said County and State

31
32
33 _____
34 (Type, print or stamp the Notary's name below his
35 or her signature.)

36 My Commission Expires:
37 _____

1 ANNEX A

2 FORM OF

3 LEGAL OPINION OF SQUIRE PATTON BOGGS (US) LLP

4
5
6 November 3, 2016
7



17
18
19 Re: Amendment No. 1 to Term Loan Agreement, dated as of November 3, 2016 (the
20 "Amendment"), by and among Florida Power & Light Company (the "Borrower") and
21 [REDACTED], as Lender (the "Lender") and as Administrative
22 Agent (the "Agent")

23 Ladies and Gentlemen:

24 This opinion is furnished to you pursuant to *Section 4.4* of the Amendment, which
25 amends that certain Term Loan Agreement, dated as of November 25, 2015 (the "Agreement"),
26 among the Borrower, the Lender, the other lenders party thereto, and the Agent. This opinion is
27 furnished to you at the request of the Borrower. Capitalized terms defined in the Agreement, as
28 amended by the Amendment, and not otherwise defined herein have the meanings set forth
29 therein.

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

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

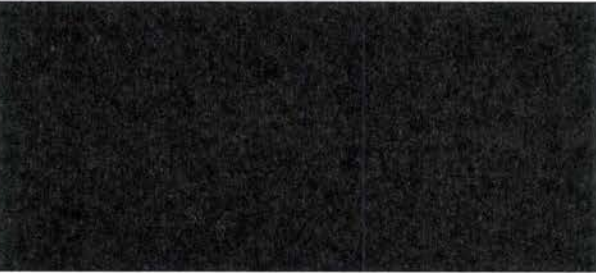
Squire Patton Boggs (US) LLP
200 South Biscayne Boulevard, Suite 4700
Miami, Florida 33131

O +1 305 577 7000
F +1 305 577 7001
squirepattonboggs.com

1
2 August 25, 2016
3
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12 With copies to:



22
23 **Re:** Amendment No. 1 to Term Loan Agreement, dated as of August 25, 2016 (the
24 “**Amendment**”), by and among Florida Power & Light Company (the
25 “**Borrower**”) and [REDACTED] as Lender (the “**Lender**”) and as
26 Administrative Agent (the “**Agent**”) A

27 Ladies and Gentlemen:

28 This opinion is furnished to you pursuant to *Section 4.4* of the Amendment, which
29 amends that certain Term Loan Agreement, dated as of November 24, 2015 (the “**Agreement**”),
30 among the Borrower, the Lender, the other lenders party thereto, and the Agent. This opinion is
31 furnished to you at the request of the Borrower. Capitalized terms defined in the Agreement, as
32 amended by the Amendment, and not otherwise defined herein have the meanings set forth
33 therein.

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

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legal entities.
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August 25, 2016
Page 2

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.

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);

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August 25, 2016
Page 3

- (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 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.

1 [REDACTED] A
2 August 25, 2016
3 Page 4
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5 2. The execution, delivery and performance of the Operative
6 Documents entered into by Borrower have been duly authorized by all necessary
7 corporate action of Borrower and the Operative Documents to which Borrower is
8 a party have been duly executed and delivered by Borrower.

9 3. Each of the Operative Documents to which Borrower is a
10 party constitutes a valid and binding obligation of Borrower, enforceable against
11 Borrower in accordance with its terms.

12 4. The execution and delivery of the Operative Documents to
13 which Borrower is a party and the consummation by Borrower of the transactions
14 contemplated in the Operative Documents to which Borrower is a party will not
15 conflict with or constitute a breach or violation of any of the terms or
16 provisions of, or constitute a default under (A) the Restated Articles of
17 Incorporation of Borrower, as amended, or the Bylaws, as amended, of
18 Borrower, assuming that the aggregate principal amount of the Loan and
19 all of the unsecured indebtedness of Borrower at any one time outstanding would
20 not exceed the limits set forth in Borrower's Restated Articles of Incorporation, as
21 amended, (B) any existing federal New York or Florida statute, or any rule or
22 regulation thereunder (in each case other than (i) any Excluded Laws, as to
23 which no opinion is expressed and (ii) any Applicable Energy Laws, which
24 are addressed in paragraph 6 below) of any federal, New York or Florida
25 governmental agency or body having jurisdiction over Borrower, except
26 where the same would not have a material adverse effect on the business,
27 properties or financial condition of Borrower, a material adverse effect on the
28 ability of Borrower to perform its obligations under the Operative Documents
29 or a material adverse effect on the validity or enforceability of the Operative
30 Documents, assuming that the aggregate principal amount of the Loan and all
31 other applicable indebtedness, equity securities and all other liabilities and
32 obligations as guarantor, endorser or surety of Borrower at any one time
33 outstanding would not exceed the limits set forth in the FPSC Financing
34 Order, (C) require any consent, approval, authorization or other order of any
35 federal, New York or Florida court, regulatory body, administrative agency or
36 other federal, New York or Florida governmental body having jurisdiction
37 over Borrower (in each case other than under (i) any Excluded Laws as to
38 which no opinion is expressed and (ii) any Applicable Energy Laws, which
39 are addressed in paragraph 6 below), except those which have been obtained
40 on or prior to the date hereof and assuming that the aggregate principal
41 amount of the Loan and all other applicable indebtedness, equity securities

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August 25, 2016
Page 5

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:

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

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August 25, 2016
Page 6

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.

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.

Squire Patton Boggs (US) LLP

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August 25, 2016
Page 7

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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.

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

Squire Patton Boggs (US) LLP
200 South Biscayne Boulevard, Suite 4700
Miami, Florida 33131

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November 3, 2016



Re: Amendment No. 1 to Term Loan Agreement, dated as of November 3, 2016 (the “**Amendment**”), by and among Florida Power & Light Company (the “**Borrower**”) and [REDACTED], as Lender (the “**Lender**”) and as Administrative Agent (the “**Agent**”)

Ladies and Gentlemen:

This opinion is furnished to you pursuant to *Section 4.4* of the Amendment, which amends that certain Term Loan Agreement, dated as of November 25, 2015 (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.

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**”).

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

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1 [REDACTED]
2 as Administrative Agent and as Lender
3 November 3, 2016
4 Page 2
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6 provisions of this paragraph, the opinions expressed herein are limited solely to the federal
7 law of the United States and the law of the State of Florida and the State of New York insofar
8 as 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
18 Operative Documents) and the legal capacity of all individuals who executed
19 Documents individually or on behalf of any of the parties thereto, the accuracy and
20 completeness of each Document submitted for our review, the authenticity of all
21 Documents submitted to us as originals, the conformity to original Documents of all
22 Documents submitted to us as certified or photocopies and the authenticity of the
23 originals of 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
40 would, in either case, define, supplement or qualify the terms of any of the
41 Operative Documents (except as specifically set forth in the Operative Documents);
42 and

1 [REDACTED]
2 as Administrative Agent and as Lender
3 November 3, 2016
4 Page 3
5

6 (viii) that none of the addressees of this letter know that the opinions set forth herein are
7 incorrect and there has not been any mutual mistake of fact or misunderstanding,
8 fraud, duress or undue influence relating to the matters which are the subject of our
9 opinions.

10 As used in the opinions expressed herein, the phrase "to our knowledge refers only to the
11 actual current knowledge of those attorneys in our firm who have given substantive attention to
12 Borrower in connection with the transaction contemplated pursuant to the Agreement (the
13 "Transaction") and does not (i) include constructive notice of matters or information, or (ii)
14 imply that we have undertaken any independent investigation (a) with any other person inside our
15 firm or any persons outside our firm, or (b) as to the accuracy or completeness of any factual
16 representation or other information made or furnished in connection with the Transaction.
17 Furthermore, such reference means only that we do not know of any fact or circumstance
18 contradicting the statement that follows the reference, and does not imply that we know the
19 statement to be correct or have any basis (other than the Documents) for that statement.

20 Based solely upon our examination and consideration of the Documents, and in reliance
21 thereon, and in reliance upon the factual representations contained in the Documents, and our
22 consideration of such matters of law and fact as we have considered necessary or appropriate for
23 the expression of the opinions contained herein, and subject to the limitations, qualifications and
24 assumptions expressed herein, we are of the opinion that:

25 1. Borrower is validly existing as a corporation under the laws
26 of the State of Florida and its status is active. Borrower has the requisite corporate
27 power and authority to execute, deliver and perform the Operative Documents to
28 which it is a party.

29 2. The execution, delivery and performance of the Operative
30 Documents entered into by Borrower have been duly authorized by all necessary
31 corporate action of Borrower and the Operative Documents to which Borrower is a
32 party have been duly executed and delivered by Borrower.

33 3. Each of the Operative Documents to which Borrower is a
34 party constitutes a valid and binding obligation of Borrower, enforceable against
35 Borrower in accordance with its terms.

36 4. The execution and delivery of the Operative Documents to
37 which Borrower is a party and the consummation by Borrower of the transactions
38 contemplated in the Operative Documents to which Borrower is a party will not
39 conflict with or constitute a breach or violation of any of the terms or provisions of,
40 or constitute a default under (A) the Restated Articles of Incorporation of Borrower,
41 as amended, or the Bylaws, as amended, of Borrower, assuming that the aggregate
42 principal amount of the Loan and all of the unsecured indebtedness of Borrower at
43 any one time outstanding would not exceed the limits set forth in Borrower's
44 Restated Articles of Incorporation, as amended, (B) any existing federal, New York

1 [REDACTED]
2 as Administrative Agent and as Lender
3 November 3, 2016
4 Page 4
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6 or Florida statute, or any rule or regulation thereunder (in each case other than (i)
7 any Excluded Laws, as to which no opinion is expressed and (ii) any Applicable
8 Energy Laws, which are addressed in paragraph 6 below) of any federal, New York
9 or Florida governmental agency or body having jurisdiction over Borrower, except
10 where the same would not have a material adverse effect on the business, properties
11 or financial condition of Borrower, a material adverse effect on the ability of
12 Borrower to perform its obligations under the Operative Documents or a material
13 adverse effect on the validity or enforceability of the Operative Documents,
14 assuming that the aggregate principal amount of the Loan and all other applicable
15 indebtedness, equity securities and all other liabilities and obligations as guarantor,
16 endorser or surety of Borrower at any one time outstanding would not exceed the
17 limits set forth in the FPSC Financing Order, (C) require any consent, approval,
18 authorization or other order of any federal, New York or Florida court, regulatory
19 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
21 Excluded Laws as to which no opinion is expressed and (ii) any Applicable Energy
22 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
24 amount of the Loan and all other applicable indebtedness, equity securities and all
25 other liabilities and obligations as guarantor, endorser or surety of Borrower at any
26 one time outstanding would not exceed the limits set forth in the FPSC Financing
27 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
29 to which Borrower is a party or by which Borrower or its properties are bound
30 (other than the Restated Articles of Incorporation, as amended of Borrower, or the
31 Bylaws of Borrower, as amended, which are covered pursuant to clause (A) above),
32 or (E) to our knowledge, result in the creation or imposition of any Lien upon any
33 of the material properties or assets of Borrower pursuant to the terms of any
34 mortgage, indenture, agreement or instrument to which Borrower is a party or by
35 which it is bound, except as contemplated in any of the Operative Documents.

36 5. Borrower is not an "investment company", as such term is
37 defined in the Investment Company Act of 1940.

38 6. The execution and delivery of the Operative Documents to
39 which Borrower is a party and the consummation by Borrower of the transactions
40 contemplated in the Operative Documents to which Borrower is a party will not (A)
41 constitute a breach or violation by Borrower of any Applicable Energy Law, or (B)
42 require any consent, approval, authorization or other order of any U.S. federal
43 regulatory body, administrative agency or other U.S. federal governmental body
44 having jurisdiction over Borrower pursuant to an Applicable Energy Law.

45 The opinions set forth above are subject to the following qualifications:

1 [REDACTED],
2 as Administrative Agent and as Lender
3 November 3, 2016
4 Page 5
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6 A. The enforceability of the Operative Documents may be limited or affected by
7 bankruptcy, insolvency, reorganization, moratorium, fraudulent conveyance, fraudulent transfer or
8 other laws affecting creditors' rights generally, considerations of public policy and by general
9 principles of equity including, without limitation, concepts of materiality, reasonableness, good
10 faith and fair dealing and the possible unavailability of specific performance or injunctive relief,
11 regardless of whether considered in a proceeding in equity or at law. Without limiting the
12 generality of the foregoing, we express no opinion concerning:

13 (1) any purported waiver of legal rights of Borrower under any of the Operative
14 Documents, or any purported consent thereunder, relating to the rights of
15 Borrower (including, without limitation, marshaling of assets, reinstatement
16 and rights of redemption, if any), or duties owing to it, existing as a matter
17 of law (including, without limitation, any waiver of any provision of the
18 Uniform Commercial Code in effect in the State of New York and/or the
19 State of Florida) except to the extent Borrower may so waive and has
20 effectively so waived (whether in any of the Operative Documents or
21 otherwise); or

22 (2) any provisions in any of the Operative Documents (a) restricting access
23 to legal or equitable redress or otherwise, requiring submission to the
24 jurisdiction of the courts of a particular state where enforcement thereof is
25 deemed to be unreasonable in light of the circumstances or waiving any
26 rights to object to venue or inconvenient forum, (b) providing that any other
27 party's course of dealing, delay or failure to exercise any right, remedy or
28 option under any of the Operative Documents shall not operate as a waiver,
29 (c) purporting to establish evidentiary standards for suits or proceedings to
30 enforce any of the Operative Documents, (d) allowing any party to declare
31 indebtedness to be due and payable, in any such case without notice, (e)
32 providing for the reimbursement by the non-prevailing party of the
33 prevailing party's legal fees and expenses, (f) with respect to the
34 enforceability of the indemnification provisions in any of the Operative
35 Documents that may be limited by applicable laws or public policy, (g)
36 providing that forum selection clauses are binding on the court or courts in
37 the forum selected, (h) limiting judicial discretion regarding the
38 determination of damages and entitlement to attorneys' fees and other costs,
39 (i) which deny a party who has materially failed to render or offer
40 performance required by any of the Operative Documents the opportunity
41 to cure that failure unless permitting a cure would unreasonably hinder the
42 non-defaulting party from making substitute arrangements for performance
43 or unless it was important in the circumstances to the non-defaulting party
44 that performance occur by the date stated in the agreement, or (j) which
45 purport to waive any right to trial by jury.

46 B. The foregoing opinions are subject to applicable laws with respect to statutory
47 limitations of the time periods for bringing actions.

[REDACTED]
as Administrative Agent and as Lender
November 3, 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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EXHIBIT C

JUSTIFICATION TABLE

EXHIBIT C

COMPANY: Florida Power & Light Company
 TITLE: Consummation Reports
 DOCKET NO.: 160213-EI
 FILED: March 30, 2018

Description	No. of Pages	Conf. Y/N	Line No./ Col No.	Florida Statute 366.093(3) Subsection	Affiant
Term Loan #1: March 2016 Revolving Credit Agreement (Exhibit 1 (p))	5	Y	Pg. 1, Ln. 6A	(d), (e)	Aldo Portales
		N	Pgs. 2-3		
		Y	Pg. 4, Ln. 6A	(d), (e)	
		Y	Pg. 5, Lns. 1A, 6A	(d), (e)	
Term Loan #2: August 2016 Conversion to Revolver (Exhibit 1 (r))	33	Y	Pg. 1, Ln. 7A	(d), (e)	Aldo Portales
		Y	Pg. 2, ALL	(d), (e)	
		Y	Pg. 3, Lns. 1-3, Lns. 5-15, Cols. A-I	(d), (e)	
		Y	Pg. 4, Lns. 11-30	(d), (e)	
		Y	Pg. 5, ALL	(d), (e)	
		Y	Pg. 6, Lns. 1-12	(d), (e)	
		N	Pgs. 7-8		
		Y	Pgs. 9, Ln. 13A	(d), (e)	
		Y	Pg. 10, Lns. 28A, 29A, 29B	(d), (e)	
		Y	Pg. 11, Lns. 3A, 4A	(d), (e)	
		N	Pgs.12-14		
		Y	Pg. 15, Lns. 10A	(d), (e)	
		Y	Pg. 16, Lns. 1, 6A	(d), (e)	
		Y	Pg. 17, Lns. 7, 12-19, 22-30, Col. A	(d), (e)	
		Y	Pg. 18, Lns. 10-15, 19-25, 34A	(d), (e)	
		N	Pgs. 19-20		
Y	Pg. 21, Ln. 12A	(d), (e)			
Y	Pg. 22, Lns. 6A	(d), (e)			

Description	No. of Pages	Conf. Y/N	Line No./ Col No.	Florida Statute 366.093(3) Subsection	Affiant
		N	Pg. 23		Aldo Portales
		Y	Pg. 24, Ln. 47A	(d), (e)	
		Y	Pg. 25, Lns. 10-25, 30A	(d), (e)	
		N	Pgs. 26-31		
		Y	Pg. 32, Lns. 10A, 11A	(d), (e)	
		N	Pg. 33		
Term Loan #3: November 2016 Conversion to Revolver (Exhibit 1 (t))	31	Y	Pg. 1, Lns. 7A, 37-39	(d), (e)	Aldo Portales
		Y	Pg. 2, ALL	(d), (e)	
		Y	Pg. 3, Lns. 1-11, Cols. A-G	(d), (e)	
		Y	Pg. 4, Lns. 7-31	(d), (e)	
		Y	Pg. 5, Lns. 1-20	(d), (e)	
		N	Pgs. 6-9		
		Y	Pg. 10, Lns. 14A, 23A, 24A, 24B	(d), (e)	
		N	Pgs. 11-13		
		Y	Pg. 14, Ln. 9A	(d), (e)	
		Y	Pg. 15, Lns. 1, 6A, 6B	(d), (e)	
		Y	Pg. 16, Lns. 6, 10-12, 16-24, Col. A	(d), (e)	
		Y	Pg. 17, Lns. 10-17, 26A	(d), (e)	
		N	Pgs. 18-19		
		Y	Pg. 20, Ln. 11A	(d), (e)	
		Y	Pg. 21, Ln. 6A	(d), (e)	
		N	Pg. 22		
		Y	Pg. 23, Ln. 41A	(d), (e)	
		Y	Pg. 24, Lns. 8-15, 21A	(d), (e)	
		N	Pgs. 25-31		

Description	No. of Pages	Conf. Y/N	Line No./ Col No.	Florida Statute 366.093(3) Subsection	Affiant
Squire Patton Boggs #1: Signed opinion of FPL's legal counsel- August 2016 Conversion to Revolver (Exhibit 2 (g))	9	Y	Pg. 1, Lns. 5-10, 14-20, 25A	(d), (e)	Aldo Portales
		Y	Pg. 2, Ln. 1A	(d), (e)	
		Y	Pg. 3, Ln. 1A	(d), (e)	
		Y	Pg. 4, Ln. 1A	(d), (e)	
		Y	Pg. 5, Ln. 1A	(d), (e)	
		Y	Pg. 6, Ln. 1A	(d), (e)	
		Y	Pg. 7, Ln. 1A	(d), (e)	
		Y	Pg. 8, Lns. 10A, 11A	(d), (e)	
		N	Pg. 9		
Squire Patton Boggs #2: Signed opinion of FPL's legal counsel- November 2016 Conversion to Revolver (Exhibit 2 (i))	8	Y	Pg. 1, Lns. 10-17, 21A	(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)	
		N	Pg. 7-8		

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. 160213-EI
March 30, 2018

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, 2018