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ATTACHMENT A

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Form of Service Agreement for Firm Point-To-Point Transmission Service

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5 1.0 This Service Agreement, dated as of _____, is entered into,
6 by and between Florida Power & Light Company ("FPL" or the
7 "Transmission Provider"), and _____ ("Transmission
8 Customer").

9

10 2.0 The Transmission Customer has been determined by FPL to have a
11 Completed Application for Firm Point-To-Point Transmission Service
12 under the Tariff.

13

14 3.0 The Transmission Customer has provided to FPL an Application deposit
15 in accordance with the provisions of Section 17.3 of the Tariff.

Issued By: P. J. Evanson
Issued: April 17, 2000

Effective Date: January 1, 2000

1 4.0 Service under this Service Agreement shall commence on the latter of
2 (1) the requested service commencement date, or (2) the date on which
3 construction of any Direct Assignment Facilities and/or Network
4 Upgrades are completed, or (3) such other date as it is permitted to
5 become effective by the Commission. Service under this Service
6 Agreement shall terminate on such date as mutually agreed upon by the
7 parties.

8

9 5.0 FPL agrees to provide and the Transmission Customer agrees to take
10 and pay for Firm Point-To-Point Transmission Service in accordance
11 with the provisions of Part II of the Tariff and this Service Agreement.

12

13 6 Any notice or request made to or by either Party regarding this Service
14 Agreement shall be made to the representative of the other Party as
15 indicated below.

16

1 (expressed in mega-watt hours) transmitted over the FPL Transmission
2 System for the Transmission Customer under the Tariff during the
3 assessment period and (ii) the applicable FERC Assessment rate as
4 such rate appears on the appropriate FERC Statement of Annual
5 Charges. The Transmission Customer will provide to FPL any
6 information needed for the calculation of such charge. The FERC
7 Assessment Charge will normally be assessed in the year following the
8 year in which service is provided. In the event that the FERC changes
9 the method it utilizes to calculate the FERC Assessment, the FERC
10 Assessment Charge will be calculated in a manner consistent with such
11 changed methodology so as to assign to the Transmission Customer a
12 pro rata share of the FERC Assessment.

13

14 10.0 The Transmission Customer will bear the cost of all taxes and fees
15 (including payments in lieu of taxes and fees), not specifically provided
16 for in the above charge provisions, that any governmental authority may
17 impose on FPL as a result of the Firm Point-to-Point

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1 Transmission Service provided to such Transmission Customer,
2 including all fees and assessments, all sales, gross revenue, and other
3 taxes, and any applicable interest charged on any deficiency
4 assessment made by the taxing authority. Prior to assessing charges
5 under this provision, FPL will make an appropriate filing pursuant to
6 Section 205 of the Federal Power Act.

7

8 11.0 The Transmission Customer may in good faith challenge the
9 correctness of any bill rendered under the Tariff no later than twenty-
10 four (24) months after the date the bill was rendered. Any billing
11 challenge will be in writing and will state the specific basis for the
12 challenge. A bill rendered under the Tariff will be binding on the
13 Transmission Customer twenty-four (24) months after the bill is
14 rendered, except to the extent of any specific challenge to the bill made
15 by the Transmission Customer prior to such time. Customer's
16 challenge of any bill rendered under and in accordance with this Tariff is
17 limited to (i) the arithmetical accuracy of the bill and the use of the
18 correct rate and billing determinants for the

19

1 service provided, (ii) the determination of redispatch costs allocated to
2 the customer, and (iii) the application of the incremental fuel cost
3 mechanism. FPL will provide the Customer, upon request, such
4 information as is reasonably necessary to confirm the correctness of the
5 bill; provided, however, that neither the Customer's challenge nor the
6 Customer's request shall serve as a basis for a general audit or
7 investigation of FPL's books and records.

8

9 12.0 FPL will have the right to adjust any bill rendered under the Tariff no
10 later than twenty-four (24) months after the date the bill was rendered.
11 Any billing adjustment will be in writing and will state the specific basis
12 for the adjustment. A billing adjustment will constitute a new bill for all
13 purposes of the Tariff. A bill rendered under the Tariff will be binding on
14 FPL twenty-four (24) months after the bill is rendered, except to the
15 extent of any specific adjustment to the bill made by FPL prior to such
16 time.

17 13.0 The Transmission Customer will use reasonable best efforts to have

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1 in the shortest practicable time, but under no circumstances greater
2 than one (1) year after service begins under the Tariff, sufficient reactive
3 compensation and control to meet the power factor requirements
4 specified below (such range to be adhered to except for momentary
5 deviations or at FPL's written consent) at each interconnection and each
6 Point of Delivery. If the Transmission Customer does not provide the
7 necessary reactive compensation and control to comply with the
8 objectives described in this Section, FPL shall have the unilateral right
9 to install such equipment to meet these standards at the Transmission
10 Customer's expense.

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POWER FACTOR REQUIREMENTS	
On-Peak Hours	.97 (lagging) to 0.98 (leading)
Off-Peak Hours	.95 (lagging) to 1.00 (unity)

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The Power Factor Requirements (PFR) On-Peak hours are the hours during the PFR On Peak Period; the PFR On Peak Period is (1) from December 1 through March 31 during the hours from 6 a.m. to 10

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1 a.m., and 6 p.m. to 10 p.m. and; (2) from April 1 through November 30
2 during the hours from 10 a.m. to 10 p.m., unless and until otherwise
3 changed by mutual agreement. All other hours besides the PFR On-
4 Peak hours are PFR "Off-Peak" hours.

5

6 14.0 Where the Transmission Customer is acting for or on behalf of other
7 Eligible Customers that ultimately receive service through the provision
8 of Transmission Service rendered under this Service Agreement, such
9 Eligible Customers shall provide the indemnification under Section 10.2
10 of the Tariff.

11

12 15.0 Such other terms and conditions that the Parties may agree on or may
13 be required by the nature of the service requested.

Issued By: P. J. Evanson
Issued: April 17, 2000

Effective Date: January 1, 2000

1 **IN WITNESS WHEREOF**, the Parties have caused this Service Agreement to be
2 executed by their respective authorized officials.

3

4 FPL:

5

6

7 By:

8

Name _____ Title _____ Date _____

9

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11 Transmission Customer:

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14 By:

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Name _____ Title _____ Date _____

Issued By: P. J. Evanson
Issued: April 17, 2000

Effective Date: January 1, 2000

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Specifications For Long-Term Firm Point-To-Point
Transmission Service

1.0 Term of Transaction: _____
Start _____ Date: _____
Termination _____ Date: _____

2.0 Description of capacity and energy to be transmitted by Transmission
Provider including the electric Control Area in which the transaction
originates.

3.0 Point(s) _____ of
Receipt: _____
Delivering _____
Party: _____

4.0 Point(s) _____ of
Delivery: _____
Receiving _____
Party: _____

- 1 5.0 Maximum amount of capacity and energy to be transmitted (Reserved
2 Capacity): _____
3
- 4 6.0 Designation of Party(ies) subject to reciprocal service
5 obligation: _____
6 _____
7 _____
8 _____
9 _____
10
- 11 7.0 Name(s) of any Intervening Systems providing transmission
12 service: _____
- 13 8.0 Service under this Agreement may be subject to some combination of
14 the charges detailed below. (The appropriate charges for individual
15 transactions will be determined in accordance with the terms and
16 conditions of the Tariff.)
17
- 18 8.1 Transmission Charge:
19 _____
20 _____
21 _____
22 _____
- 23 8.2 System Impact(including any Initial Evaluation) and/or Facilities
24 Study Charge(s):
25 _____
26 _____

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8.3 Direct Assignment Facilities Charge:

8.4 Ancillary Services Charges:

ATTACHMENT A-1

Form of Service Agreement for The Resale, Reassignment Or Transfer Of Point-To-Point Transmission Service

- 1.0 This Service Agreement, dated as of _____, is entered into, by and between _____ (the Transmission Provider), and - _____ (the Assignee).
- 2.0 The Assignee has been determined by the Transmission Provider to be an Eligible Customer under the Tariff pursuant to which the transmission service rights to be transferred were originally obtained.
- 3.0 The terms and conditions for the transaction entered into under this Service Agreement shall be subject to the terms and conditions of Part II of the Transmission Provider's Tariff, except for those terms and conditions negotiated by the Reseller of the reassigned transmission capacity (pursuant to Section 23.1 of this Tariff) and the Assignee, to include: contract effective and termination dates, the amount of reassigned capacity or energy, point(s) of receipt and delivery. Changes by the Assignee to the Reseller's Points of Receipt and Points of Delivery will be subject to the provisions of Section 23.2 of this Tariff.
- 4.0 The Transmission Provider shall credit the Reseller for the price reflected in the Assignee's Service Agreement or the associated OASIS schedule.
- 5.0 Any notice or request made to or by either Party regarding this Service Agreement shall be made to the representative of the other Party as indicated below.

Issued By: C. M. Mennes

Issued: March 17, 2008

Effective Date: March 17, 2008

Filed to comply with order of the Federal Energy Regulatory Commission, Docket Nos. RM05-17-000 001,-002 and RM05-25-000001,-002 issued December 28, 2007, 121 FERC ¶61,297 (2007).

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Transmission Provider:

Assignee:

6.0 The Tariff is incorporated herein and made a part hereof.

IN WITNESS WHEREOF, the Parties have caused this Service Agreement to be executed by their respective authorized officials.

Transmission Provider:

By: _____
Name Title Date

Assignee:

By: _____
Name Title Date

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Specifications For The Resale, Reassignment Or Transfer of
Long-Term Firm Point-To-Point Transmission Service

- 1.0 Term of Transaction: _____
Start Date: _____
Termination Date: _____
- 2.0 Description of capacity and energy to be transmitted by Transmission Provider including the electric Control Area in which the transaction originates.

- 3.0 Point(s) of Receipt: _____
Delivering Party: _____
- 4.0 Point(s) of Delivery: _____
Receiving Party: _____
- 5.0 Maximum amount of reassigned capacity: _____
- 6.0 Designation of party(ies) subject to reciprocal service obligation: _____

- 7.0 Name(s) of any Intervening Systems providing transmission service: _____

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8.0 Service under this Agreement may be subject to some combination of the charges detailed below. (The appropriate charges for individual transactions will be determined in accordance with the terms and conditions of the Tariff.)

8.1 Transmission Charge: _____

8.2 System Impact and/or Facilities Study Charge(s):

8.3 Direct Assignment Facilities Charge: _____

8.4 Ancillary Services Charges: _____

9.0 Name of Reseller of the reassigned transmission capacity:

Issued By: C. M. Mennes
Issued: March 3, 2008

Effective Date: July 13, 2007

Filed to comply with order of the Federal Energy Regulatory Commission, Docket No. OA07-46-000, issued January 31, 2008, 122 FERC ¶61,079 (2008).

ATTACHMENT B

Form of Service Agreement for Non-Firm Point-To-Point Transmission Service

1.0 This Service Agreement, dated as of _____, is entered into, by and between Florida Power & Light Company ("FPL" or the "Transmission Provider"), and _____ ("Transmission Customer").

2.0 The Transmission Customer has been determined by FPL to be a Transmission Customer under Part II of the Tariff and has filed a Completed Application for Non-Firm Point-To-Point Transmission Service in accordance with Section 18.2 of the Tariff.

3.0 Service under this Agreement shall be provided by FPL upon request by an authorized representative of the Transmission Customer.

4.0 The Transmission Customer agrees to supply information FPL deems reasonably necessary in accordance with Good Utility Practice in order for it to provide the requested service.

5.0 FPL agrees to provide and the Transmission Customer agrees to take and pay for Non-Firm Point-To-Point Transmission Service in accordance with the provisions of Part II of the Tariff and this Service Agreement.

1 6.0 Any notice or request made to or by either Party regarding this Service
2 Agreement shall be made to the representative of the other Party as
3 indicated below.

4
5 FPL:
6
7 Attention: Manager, Transmission Services
8 Florida Power & Light Company
9 P.O. Box 029100
10 Miami, FL 33102-9100
11

12
13 Transmission Customer:
14
15 _____
16
17 _____
18
19 _____
20
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22 7.0 The Tariff is incorporated herein and made a part hereof.

23

24 8.0 The Transmission Customer will pay to FPL a pro rata share of the
25 annual charge the FERC assesses to FPL under the FERC's
26 regulations ("FERC Assessment"), in the form of a "FERC Assessment
27 Charge". The applicable FERC Assessment Charge for each
28 Transmission Customer receiving service under the Tariff shall be equal
29 to the product of (i) the amount of electric energy

1 (expressed in mega-watt hours) transmitted over the FPL Transmission
2 System for the Transmission Customer under this Tariff during the
3 assessment period and (ii) the applicable FERC Assessment rate as
4 such rate appears on the appropriate FERC Statement of Annual
5 Charges. The Transmission Customer will provide to FPL any
6 information needed for the calculation of such charge. The FERC
7 Assessment Charge will normally be assessed in the year following the
8 year in which service is provided. In the event that the FERC changes
9 the method it utilizes to calculate the FERC Assessment, the FERC
10 Assessment Charge will be calculated in a manner consistent with such
11 changed methodology so as to assign to the Transmission Customer a
12 pro rata share of the FERC Assessment.

13
14 9.0 The Transmission Customer will bear the cost of all taxes and fees
15 (including payments in lieu of taxes and fees), not specifically provided
16 for in the above charge provisions, that any governmental authority may
17 impose on FPL as a result of the Firm Point-to-Point Transmission
18 Service provided to such Transmission Customer,

1 including all fees and assessments, all sales, gross revenue, and other
2 taxes, and any applicable interest charged on any deficiency
3 assessment made by the taxing authority. Prior to assessing charges
4 under this provision, FPL will make an appropriate filing pursuant to
5 Section 205 of the Federal Power Act.
6

7 10.0 The Transmission Customer may in good faith challenge the
8 correctness of any bill rendered under the Tariff no later than twenty-
9 four (24) months after the date the bill was rendered. Any billing
10 challenge will be in writing and will state the specific basis for the
11 challenge. A bill rendered under the Tariff will be binding on the
12 Transmission Customer twenty-four (24) months after the bill is
13 rendered, except to the extent of any specific challenge to the bill made
14 by the Transmission Customer prior to such time. Customer's
15 challenge of any bill rendered under and in accordance with this Tariff is
16 limited to (i) the arithmetical accuracy of the bill and the use of the
17 correct rate and billing determinants for the service provided, (ii) the
18 determination of redispatch costs allocated to the customer, and (iii) the
19 application of the incremental fuel cost

1 mechanism. FPL will provide the Customer, upon request, such
2 information as is reasonably necessary to confirm the correctness of
3 the bill; provided, however, that neither the Customer's challenge nor
4 the Customer's request shall serve as a basis for a general audit or
5 investigation of FPL's books and records.

6 11.0 FPL will have the right to adjust any bill rendered under the Tariff no
7 later than twenty-four (24) months after the date the bill was rendered.
8 Any billing adjustment will be in writing and will state the specific basis
9 for the adjustment. A billing adjustment will constitute a new bill for all
10 purposes of the Tariff. A bill rendered under the Tariff will be binding on
11 FPL twenty-four (24) months after the bill is rendered, except to the
12 extent of any specific adjustment to the bill made by FPL prior to such
13 time.

14
15 12.0 The Transmission Customer will use reasonable best efforts to have in
16 the shortest practicable time, but under no circumstances greater than
17 one (1) year after service begins under the Tariff, sufficient reactive
18 compensation and control to meet the power factor requirements
19 specified below (such range to be adhered to except

1 for momentary deviations or at FPL's written consent) at each
 2 interconnection and each Point of Delivery. If the Transmission
 3 Customer does not provide the necessary reactive compensation and
 4 control to comply with the objectives described in this Section, FPL shall
 5 have the unilateral right to install such equipment to meet these
 6 standards at the Transmission Customer's expense.

7

POWER FACTOR REQUIREMENTS	
On-Peak Hours	.97 (lagging) to 0.98 (leading)
Off-Peak Hours	.95 (lagging) to 1.00 (unity)

8

9 The Power Factor Requirements (PFR) On-Peak hours are the hours
 10 during the PFR On Peak Period; the PFR On Peak Period is (1) from
 11 December 1 through March 31 during the hours from 6 a.m. to 10 a.m.,
 12 and 6 p.m. to 10 p.m. and; (2) from April 1 through November 30 during
 13 the hours from 10 a.m. to 10 p.m., unless and until otherwise changed
 14 by mutual agreement. All other hours besides the PFR On-Peak hours
 15 are PFR "Off-Peak" hours.

1 13.0 Where the Transmission Customer is acting for or on behalf of other
2 Eligible Customers that ultimately receive service through the
3 provision of Transmission Service rendered under this Service
4 Agreement, such Eligible Customers shall provide the indemnification
5 under Section 10.2 of the Tariff.

6

7 14.0 Such other terms and conditions that the Parties may agree on or
8 may be required by the nature of the service requested.

9

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11

Issued By: C. M. Mennes
Issued: March 3, 2008

Effective Date: July 13, 2007

Filed to comply with order of the Federal Energy Regulatory Commission, Docket No. OA07-46-000 issued January 31, 2008, 122 FERC ¶61,079 (2008).