

AGENDA
CITY OF CENTRALIA, MISSOURI
Board of Aldermen
Special Meeting
Monday, April 25, 2016
6:00 P. M.
City Hall Council Chambers

- I. ROLL CALL
- II. PLEDGE OF ALLIGENCE
- III. COMMENTS FROM CITIZENS
- IV. ACTION AGENDA
 - A. Finance – None Scheduled
 - B. Permits and Licenses – None Scheduled
 - C. Legal –
 - 1. Authorizing the Mayor of the City of Centralia, Missouri to enter into a Full-requirements Purchase Power Agreement with NextEra Energy Power Marketing, LLC of Juno Beach, FL – Ordinance
Bill No. _____ Ordinance No. _____
 - D. Purchasing – None Scheduled
- V. AS MAY ARISE
- VI. ADJOURN

BILL NO. _____

ORDINANCE NO. _____

A BILL TO CREATE AN ORDINANCE ENTITLED:

“AN ORDINANCE AUTHORIZING THE MAYOR OF THE CITY OF CENTRALIA, MISSOURI TO ENTER INTO AN ELECTRIC SERVICE FULL-REQUIREMENTS AGREEMENT WITH NEXTERA ENERGY POWER MARKETING, LLC OF JUNO BEACH, FL STARTING JUNE 1, 2017 AND ENDING MAY 31, 2020.”

BE IT ORDAINED BY THE BOARD OF ALDERMEN OF THE CITY OF CENTRALIA, MISSOURI, as follows:

SECTION 1. The Mayor of the City of Centralia, Missouri is hereby authorized and directed to execute an Electric Service Full Requirements Agreement and other necessary documents required to be signed by the agreement terms on behalf of the City of Centralia, Missouri, with NextEra Energy Power Marketing, LLC of Juno Beach, Florida, for a.

SECTION 2. The terms and conditions of this Agreement shall be as defined in “Exhibit A”, hereto attached.

SECTION 3. This ordinance shall take effect and be in full force and effect from and after the date of its passage and approval.

PASSED this 25th day of April, 2016.

Tim Grenke, Mayor

ATTEST:

Heather Russell, City Clerk

This ordinance approved by the Mayor this 25th day of April, 2016.

Tim Grenke, Mayor

ATTEST:

Heather Russell, City Clerk

**ELECTRIC SERVICE FULL REQUIREMENTS AGREEMENT
EXHIBIT A**

Issued: Date _____

This offer is being presented to the **City of** [_____], **Missouri** (“Customer”) by **NextEra Energy Power Marketing, LLC** (“NEPM”) and represents a price to supply the Full Requirement Wholesale Power (“Wholesale Power”) needs of Customer’s Load at the Delivery Point(s). This offer will expire on [____], 2016 at 9:00 pm Central Prevailing Time. This offer will become Exhibit A to NEPM’s Electric Service Full Requirements Agreement Terms and Conditions (“Agreement”), a copy of which is attached. (Hereinafter, NEPM and Customer individually and collectively referred to as “Party” or “Parties”, respectively).

Table 1

Wholesale Power Price (\$/MWh)	Wholesale Power Delivery Begins	Wholesale Power Delivery Ends	Term Length (In Months) (“Term”)
\$	June 1, 2017	May 31, 2020	36

Product: Wholesale Power, as described in Section 2 of the Agreement.

Delivery Point(s): The Delivery Point(s) shall be AMMO.AEM.MO, or a similar node as required by MISO and agreed to by the Parties. Title to and risk of loss related to Wholesale Power purchased hereunder shall transfer from NEPM to Customer at the Delivery Point(s).

Pricing: The Wholesale Power Price set forth in Table 1 above is based upon Customer’s historical load data and projected consumption during the Term. The Wholesale Power Price includes all costs of delivering the Wholesale Power to the Delivery Point(s), including energy, marginal losses, congestion costs, scheduling, reactive power, energy imbalance, all ancillary services and load forecasting associated with the Wholesale Power as set forth in Exhibit B. In addition to paying the Wholesale Power Price, Customer shall bear the costs of transmission, distribution, and ancillary services associated with Wholesale Power at and from the Delivery Point(s) as set forth in Exhibit B.

NEPM as MISO Market Participant: So long as Customer’s Load is subject to the TEMT during the Delivery Period, the following provisions shall apply. Customer hereby appoints NEPM, and NEPM agrees to serve, as Customer’s Market Participant (as such term is defined in the TEMT) for purposes of performing the functions identified below (“Market Participant Services”) for Customer Load during the Delivery Period; provided that NEPM’s obligations under this Section shall not commence until Customer has taken all actions identified in a timely manner by NEPM and/or MISO that are required by MISO to enable NEPM to perform such Market Participant Services.

- 1. General Allocations of Responsibility:** In order to achieve the cost responsibility and assignment set forth in Exhibit B, Customer shall be the transmission customer, and NEPM shall be the Market Participant for market-related purposes. Under this arrangement, NEPM shall include Customer’s Load as part of NEPM’s Market Participant load (although it may discretely identify and account for Customer’s Load) and Customer shall procure network transmission service under the TEMT needed to supply Customer’s Load. The MISO will bill the Customer directly for transmission service charges pursuant to the network service agreement between Customer and the MISO. NEPM, as Market Participant for market-related purposes, will be invoiced directly by the MISO for many of the MISO Charges listed in Exhibit B. Customer agrees: (i) to reimburse NEPM for any MISO Charges that are assigned to Customer under Exhibit B, but are billed directly to NEPM (such reimbursements being Pass Through Amounts), (ii) to assign to NEPM, at such time and in such manner as requested by NEPM, Customer’s right to secure Financial Transmission Rights/Auction Revenue Rights (“FTRs/ARRs”) as provided for in #6 below; and (iii) to provide NEPM with information regarding changes to Customer Load, including expected load growth or reductions in load, in a manner and as often as reasonably required for NEPM to enable it to schedule Firm Energy for Customer’s Load pursuant to applicable MISO rules and the TEMT. NEPM agrees to reimburse Customer for

any MISO Charges that are assigned to NEPM under Exhibit B, but are billed directly to Customer (such reimbursements being Pass Through Amounts).

2. **Capacity/Resource Adequacy:** The Wholesale Power product to be purchased and sold hereunder does not include capacity. NEPM, as the MISO Market Participant for Customer's Load, shall coordinate with Customer and take all steps reasonably necessary to register with MISO any self-supplied generating capacity on behalf of Customer, and/or purchase Planning Resource Credits (as defined in the TEMT) for Customer's account as and when directed by Customer. All MISO resource adequacy charges to NEPM associated with Customer's Load shall be considered "Pass Through Amounts" and are the sole obligation of Customer as reflected in Exhibit B; provided, however, that Customer shall have no liability for any capacity-related MISO charges that result from the failure of NEPM to execute the timely requests by Customer to (i) purchase Planning Resource Credits or (ii) enter Certified Resources (as defined in paragraph 5 below) in the MISO Module E Capacity Tracking Tool, and no such charges shall be included as Pass Through Amounts.
3. **MISO Charges:** NEPM shall be responsible for those MISO Charges assigned to NEPM under Exhibit B, at and from the Delivery Point(s) for Customer's Load. Subject to the limitation set forth in #2 above, Customer shall be responsible for the MISO Charges assigned to Customer under Exhibit B, at and from the Delivery Point(s) for Customer's Load, as well as charges imposed for delivery of Wholesale Power between the transmission system and Customer's distribution system.
4. **Market Settlements:** NEPM shall interface with MISO and shall serve as the market settlement agent and billing agent ("MSA/BA") for Customer's Load. As MSA/BA, NEPM shall be responsible for all functions related to the MISO settlement process with respect to Customer's Load, including receiving and processing invoices from MISO, performing shadow settlements to verify invoices, filing disputes on behalf of Customer (as to MISO Charges assigned to Customer under Exhibit B), and tendering payments to MISO. NEPM agrees to perform such services in a commercially reasonable manner using the same techniques and tools employed by NEPM in interfacing with MISO for its own account.
5. **Customer Generation:** Customer shall notify NEPM in writing that it has qualified in MISO to receive capacity payments for any resource listed in Exhibit C. NEPM shall only be required to perform Market Participant services associated with any resource listed in Exhibit C after receipt of the aforementioned notification (the "Certified Resources"). Customer shall provide NEPM with all information needed to bid the Certified Resources in the day ahead market in MISO. If Customer fails to timely provide such information, then NEPM shall be entitled to rely on the most recently provided information for the Certified Resources. NEPM shall not be responsible for any Market Participant charges associated with Customer's entitlement to, or scheduling of energy from, any Certified Resource, and all such charges shall be "Pass Through Amounts" owed to NEPM (and, as provided in the Behind the Meter Generation section of this Exhibit A, the revenues associated with the output of such resources shall be credit to Customer as Pass Through Amounts). NEPM shall not be responsible for any obligations or charges associated with Customer's entitlement to, or scheduling of energy from, any resource owned or controlled by Customer that is not listed in Exhibit C.
6. **ARRs/FTRs:** It is the intent of the Parties that NEPM will be entitled to and responsible for any revenues, obligations, and nomination rights associated with any and all congestion hedges, including but not limited to any ARRs (as defined in the TEMT) and FTRs (as defined in the TEMT), that Customer holds or receives that are effective during the Delivery Period and associated with Customer's Load. Effective as of the first day of the Delivery Period, Customer will assign to NEPM (or cause to be assigned to NEPM) all of Customer's rights and obligations to all existing FTRs/ARRs associated with Customer's Load that were issued by MISO to Customer for the Delivery Period. During the Delivery Period, all nominating decisions associated with such congestion hedges shall reside solely with NEPM; provided, however, that to the extent that NEPM is required during the Delivery Period to nominate any congestion hedges for a period that extends beyond the end of the Delivery Period, NEPM shall nominate such congestion hedges consistent with the information available to NEPM regarding Customer's power supply plans for the relevant period and as directed by Customer. As soon as reasonably practicable prior to or after the end of the Delivery Period, NEPM shall transfer back to Customer any and all congestion hedges applicable to the period after the Delivery Period that are directly allocated to NEPM by MISO at no cost and that are associated with Customer's Load, provided, that Customer may, at its sole discretion, choose to reject any such congestion hedge.

7. **Market Participant Services for Third Party Supply.** If Customer arranges for an alternate supplier to serve load above the Maximum Contract Energy (“Third Party Energy”) as described in the Section entitled “Maximum Contract Energy,” then Customer shall require the supplier of the Third Party Energy (the “Third Party Supplier”) to submit a Financial Schedule (“FinSched”) to NEPM for the quantity of energy supplied in each hour at the Delivery Point (the “FinSched Quantity”), and NEPM shall confirm each such FinSched. NEPM shall settle with the Third Party Supplier for such quantity of energy at the Day-Ahead LMP for the applicable hour. Customer shall reimburse NEPM to the extent the FinSched Quantity is less than the actual Customer Load in excess of the Maximum Contract Energy and any deviation charges related to the FinSched Quantity as reconciled by MISO in its 55-day settlement, and NEPM shall reimburse Customer to the extent the FinSched Quantity is greater than the actual Customer Load in excess of the Maximum Contract Energy as reconciled by MISO in its 55-day settlement.

If, at any time during the Delivery Period, Customer’s Load is no longer subject to the TEMT, the Parties shall negotiate in good faith revisions to this Agreement to restore the balance of risks, rewards, and costs originally set forth in this Agreement. If, pursuant to the changed circumstances, NEPM is no longer registered as the Market Participant responsible for Customer’s Load within a centralized market operated by a regional transmission organization, such revisions shall include provisions establishing damages for failure to deliver or receive similar to those established in Article 4 of the EEI Master Agreement. If the Parties cannot mutually agree to revise the Agreement, the matter may be submitted to arbitration or other dispute resolution processes in accordance with the provisions of this Agreement.

New MISO Charges: NEPM shall notify Customer as soon as practicable after NEPM becomes aware of any MISO proposal to amend its Tariff to impose new MISO Charges during the Delivery Period that materially affects Wholesale Power. Unless otherwise agreed to by the Parties, the Parties shall meet promptly (within thirty (30) days of NEPM’s notification to Customer or the date the Parties otherwise become aware of such changes) to discuss their respective responsibilities (if any) for such new MISO Charges as they may apply at and from the Delivery Point(s) and to agree on amendments to Exhibit B to take effect simultaneously with the effective date of the new MISO Charges. In such discussions, it shall be assumed that the following allocations shall apply to such new MISO Charges upon the effective date of such new MISO Charges:

- If MISO imposes a new cost or charge not identified in Exhibit B (each such charge a “New MISO Charge”), the Parties shall negotiate in good faith the appropriate assignment of such New MISO Charge to either NEPM or Customer, or an equitable assignment of such New MISO Charge between Customer and NEPM, in all cases to be as consistent as possible with the assignments of the existing MISO Charges reflected in Exhibit B. If the Parties are unable to reach agreement regarding the cost assignment or allocation of any New MISO Charge within 60 days, the matter may be submitted to arbitration or other dispute resolution processes in accordance with the provisions of this Agreement.
- It is understood that if existing MISO Charges are replaced with new MISO Charges, the Party that was responsible for such existing MISO Charges shall continue to be responsible for such new charges.

Term and Delivery Period: This Agreement shall be binding upon NEPM and Customer upon execution by both parties and shall remain in effect through the end of the Delivery Period. The “Delivery Period” or “Term” for Wholesale Power shall begin and end on the dates set forth in Table 1 above, unless Customer and NEPM mutually agree, in writing, to extend the term of this Agreement, or the Agreement is terminated early in accordance with its terms.

Maximum Contract Energy: The prices in this proposal include a maximum hourly energy quantity of [____] ([____]) megawatt-hours (MWh) throughout the Delivery Period (“Maximum Contract Energy”), which is based upon Customer’s historical peak demand and projected load growth during the Delivery Period.

If Customer’s energy requirements in any hour during the Delivery Period exceed the Maximum Contract Energy, to the extent Customer has not made arrangements to self-supply or to serve the excess load from a Third Party Supplier, Customer shall compensate NEPM for the additional energy (“Excess Energy”). If Customer provides a request in advance to NEPM to purchase Excess Energy, and NEPM is able to schedule such Excess Energy in the day-ahead market (the “Day Ahead Excess Energy”) the price for such amount shall be Day-Ahead LMP. For any Excess Energy scheduled by NEPM in the real time market (the “Real-Time Excess Energy”) the price shall be Real-Time LMP. Customer shall be responsible and pay all costs, including but not limited to, all MISO Charges associated with Excess Energy, including any associated with scheduled Excess Energy (“Excess Energy Costs”).

The “Excess Energy Amount” for each month shall equal the sum of the Monthly Day Ahead Amount plus Monthly Real Time Amount plus Excess Energy Costs, if any.

“Monthly Day Ahead Amount” shall equal the sum for all the days in the month of the Day Ahead Excess Energy multiplied by the relevant Day-Ahead LMP.

“Monthly Real Time Amount” shall equal the sum for all the days in the month of the Real Time Excess Energy multiplied by the relevant Real Time LMP.

Customer may apply to increase the Maximum Contract Energy by providing sixty (60) days’ prior written notice to NEPM. Upon such application and notification by Customer, NEPM shall, within thirty (30) days, elect, in its sole discretion: (i) to increase the Maximum Contract Energy to incorporate the incremental load into the Agreement without modification of the Wholesale Power Price, or (ii) to offer Customer, for approval and incorporation into the Agreement, a separate arrangement(s) to serve the requested incremental load above the Maximum Contract Energy (“Separate Offer(s)”). Customer may accept NEPM’s Separate Offer(s) or Customer may procure such load above the Maximum Contract Energy from a Third Party Supplier not to be effective before the thirty-first (31st) day following NEPM’s Separate Offer(s). As between Customer and NEPM, Customer is responsible for all MISO Charges associated with additional energy Customer procures from a third-party supplier for service above the Maximum Contract Energy.

Changes in Consumption: The Parties understand and agree that pricing provided in this Exhibit A is based on Customer’s historical load profiles and current projections of Customer’s Load growth. NEPM shall not be obligated to sell or deliver Wholesale Power required to serve Large New Retail Load nor shall Customer be obligated to purchase or receive Wholesale Power for Large New Retail Load under this Agreement. Large New Retail Load shall be defined as any non-residential load, including new load of an existing customer, anticipated to have a peak hourly demand of one (1) MW or greater, to which Customer expects to provide retail electric service, but which is not served by Customer as of the effective date of this Agreement. Customer shall provide NEPM with a minimum of sixty (60) Business Days’ written notice prior to the date on which Customer anticipates commencing service to the Large New Retail Load so that NEPM has the opportunity to propose terms of service to Customer for serving such Large New Retail Load. If the Parties do not agree that such Large New Retail Load will be served under this Agreement, under the same terms as existing Customer load, then the Parties will cooperate in facilitating all necessary arrangements (including, as necessary, coordination with MISO) for the separate service in connection with the Large New Retail Load.

Load Data: Customer will provide NEPM access to Customer’s Load metered data in a timely manner.

MDMA: Customer has appointed as its MDMA Ameren Services Company. Upon any replacement or change in the MDMA, Customer shall timely inform NEPM.

Behind the Meter Generation: [Customer currently has Behind the Meter Generation consisting of _____]. Customer shall be obligated to notify NEPM within sixty (60) days prior to the installation of any [additional] Behind the Meter Generation. If any new Behind the Meter Generation is installed, then Customer shall install, or cause to be installed, revenue-quality metering on all such Behind the Meter Generation.

Customer may use the Behind the Meter Generation to reduce the Customer’s Load served hereunder only (i) when directed to do so by MISO during a Maximum Generation Emergency event, (ii) during any period (and to the extent that) Customer’s distribution system is physically unable to receive energy from the MISO transmission system for any reason, (iii) during periodic generator testing, or (iv) as required by applicable law or regulations, including but not limited to the Public Utility Regulatory Policies Act of 1978 (“PURPA”) and state net metering requirements. For the avoidance of doubt, the Parties acknowledge that under *Delta-Montrose Electric Association*, 151 FERC ¶ 61,238 (2015), this Agreement cannot alter Customer’s obligations under PURPA, and agree that Customer is not required to compensate NEPM for energy that Customer is required under PURPA to purchase from a third party. The Parties agree that if a Behind the Meter Generation resource is dispatched for a reason other than (i), (ii), (iii), or (iv) above, an equivalent quantity in MWh of Load shall be added to the quantity of metered Customer Load.

Each month, Customer shall promptly provide to NEPM the total metered quantity of energy produced by the Behind the Meter Generation in each hour of the preceding month that was not dispatched for one of the reasons set forth above. Customer shall receive a credit for such energy generated by Behind the Meter Generation in an amount equal to the hourly Real-Time LMP at the Delivery Point times the amount of energy generated in such hour (grossed up for losses between the Delivery Point and the meter) less any MISO Charges that are incurred by NEPM as a result of the generation of such energy (the “Behind the Meter Generation Credit”).

**ELECTRIC SERVICE FULL REQUIREMENTS AGREEMENT
TERMS AND CONDITIONS**

This Electric Service Full Requirements Agreement (“Agreement”) is dated and effective as of March _____, 2016 between **NextEra Energy Power Marketing, LLC** (“NEPM”) and the **City of [_____], Missouri** (“Customer”) for Wholesale Power provided to Customer at the Delivery Point(s). (Hereinafter, NEPM and Customer may be individually and collectively referred to as “Party” or “Parties”, respectively). Exhibits A and B are hereby incorporated into this Agreement.

AGREEMENT

1. DEFINITIONS

Affiliate means, in relation to any person, any entity controlled, directly or indirectly, by the person, any entity that controls, directly or indirectly, the person or any entity directly or indirectly under common control with the person. For the purposes of this definition, “control” of any entity or person means ownership of a majority of the voting power of the entity or person.

Behind the Meter Generation means generation that is owned or controlled by Customer and is connected to the Customer's energy delivery system at a point where the output of such generation reduces the amount of load that would otherwise be measured by the Customer's meters.

Business Day means any day, Monday through Friday, excluding the following NERC holidays: New Year's Day, Memorial Day (observed), Independence Day, Labor Day, Thanksgiving Day, and Christmas Day.

Central Prevailing Time or CPT means Central Standard Time or Central Daylight Time, as in effect in the State of Missouri on a given day.

Commercial Pricing Node shall have the meaning set forth in the TEMT.

Customer means **City of [_____], Missouri.**

Customer's Load means the load of Customer's distribution system as reported by the MDMA to MISO (reflecting metered quantities at the Metering Point adjusted for losses as necessary to reflect transmission-level usage), capped at the level of the Maximum Contract Energy, and adjusted by (a) subtracting the sub-metered load of any Large New Retail Load (as defined in Exhibit A) not served pursuant to the terms of this Agreement (grossed up for losses between the sub-metering point and the transmission system), and (b) adding an amount equal to the amount of energy generated by any Behind the Meter Generation for reasons other than as specified in items (i) through (iv) of the “Behind the Meter Generation” section of Exhibit A (grossed up for losses between the Metering Point and the transmission system).

Day-Ahead LMP shall mean the “Day-Ahead Ex Post LMP” (as defined in the TEMT) at the Delivery Point.

Delivery Point(s) is defined in Exhibit A.

Delivery Period is defined in Exhibit A.

FERC means the Federal Energy Regulatory Commission and any successor agency thereto.

Full Requirement Wholesale Power (or “Wholesale Power”) means an amount of firm energy that is required to meet the needs of Customer's Load. If greater specificity regarding generation and purchased power assets is required by the RTO in order for this Agreement to meet the obligations of the Customer under an applicable transmission tariff, NEPM shall cooperate with and assist Customer in providing the required information.

Good Utility Practice: means any of the practices, methods and acts engaged in or approved by a significant portion of the electric utility industry during the relevant time period, or any of the practices, methods and acts which, in the exercise of reasonable judgment in light of the facts known at the time the decision is made, could have been expected to accomplish the desired result at a reasonable cost consistent with good business practices, reliability, safety and

expedition. Good Utility Practice is not intended to be limited to the optimum practice, method, or act to the exclusion of all others, but rather, intended to include acceptable practices, methods, or acts generally accepted in the region, but are not necessarily codified.

Market Participant means an entity that: (i) has successfully completed the registration process with the MISO and is qualified by the MISO as a Market Participant, (ii) is financially responsible to the MISO for all of its market activities and obligations, and (iii) has demonstrated the capability to participate in its relevant market activities.

Market Price means the cost in dollars, as determined by the Non-Defaulting Party (as defined herein) in a commercially reasonable manner, for a product equivalent to the Wholesale Power at the then current prevailing prices. The Non-Defaulting Party may consider, among other things, quotations from the leading dealers in the wholesale energy industry, internally developed forward market prices and other bona fide third party offers as commercially available to the Non-Defaulting Party, which will be adjusted, as necessary, for the period and differences in transmission costs, volume, and other factors, as reasonably determined by the Non-Defaulting Party.

Meter Data Management Agent or MDMA shall mean the agent identified by Customer for providing to the MISO meter data associated with Customer's Commercial Pricing Node.

Metering Point shall mean the physical location of the meter or meters utilized by Customer or its MDMA for providing meter data to the MISO.

MISO means the Midcontinent Independent System Operator, Inc. and the successor to the functions thereof.

MISO Charges means the charges (and credits) imposed by the RTO pursuant to its tariff that are associated with the sale and delivery of Wholesale Power. A list of the currently effective MISO Charges is included in Exhibit B.

NEPM means NextEra Energy Power Marketing, LLC and its successors and assigns.

Pass Through Amounts means any surcharges or credits as necessary to implement reimbursements to or from Customer of MISO Charges assessed to the wrong Party pursuant to the Resource Adequacy and MISO Charges sections of Exhibit A or any surcharges or credits due to or from Customer of MISO Charges as agreed upon by the Parties.

Real-Time LMP means the "Hourly Real-Time Ex Post LMP" (as defined in the TEMT) at the Delivery Point.

Regional Transmission Organization or RTO means the applicable FERC approved organization with functional control of the transmission assets that provide Customer with transmission service that enables delivery of the Wholesale Power hereunder. The RTO currently applicable to Customer is the MISO.

Tariff or TEMT means the Open Access Transmission, Energy and Operating Reserves Markets Tariff, or its successor tariff, for MISO or RTO, whichever is applicable, on file with FERC, which sets forth the rates, terms and conditions of transmission service over the RTO's transmission system, as amended from time to time.

2. WHOLESALE POWER SERVICES

During the Delivery Period, NEPM shall supply and deliver to Customer and Customer shall purchase and receive from NEPM all of the energy needed by Customer to serve the Customer's Load, pursuant to the terms and conditions which are described herein and in the attached Exhibits A and B, which are incorporated herein for all purposes.

The Wholesale Power shall be delivered by NEPM to the Delivery Point(s) and Customer shall receive Wholesale Power at and from the Delivery Point(s). The transmission and distribution of Wholesale Power at and from the Delivery Point(s), for which NEPM has no responsibility, is subject to the terms and conditions of the Tariff and the tariff of the local balancing authority.

The Parties recognize that in the context of the MISO centralized market, the manner in which NEPM will deliver the Wholesale Power is by being the Market Participant responsible for the Customer's Load, and that the manner in which Customer will receive Wholesale Power is by its load continuing to be served in the MISO centralized market. The

Parties recognize that so long as Customer's Load is still registered as a load in the MISO centralized market, it shall not be a breach of this Agreement by either Party if (and to the extent that) Customer's distribution system is physically unable to receive energy from the MISO transmission system for any reason. During any such period of interruption or curtailment, (i) neither Party shall be liable to the other for damages of any sort, including for a failure to deliver or receive Wholesale Power, and (ii) notwithstanding anything to the contrary in this Agreement, Customer shall be entitled to utilize its own generation, if applicable (or obtain from third parties, if possible) energy and other services in lieu of purchasing Wholesale Power, in order to continue to provide retail service to its customers.

3. TERM OF AGREEMENT

This Agreement shall be in effect for the term set forth in Exhibit A unless the Parties mutually agree in writing to extend the Term of this Agreement, and absent early termination under Section 14.

4. TAXES

Except for Taxes on the gross income of NEPM, all federal, state, and municipal or other governmental subdivision Taxes incurred by reason of Wholesale Power services provided under this Agreement are the sole responsibility of Customer, and Customer agrees to hold harmless and indemnify NEPM from any liability, demand or payment for same. It is understood that NEPM is responsible for all Taxes applicable to NEPM's delivery of Wholesale Power up to the Delivery Point(s), and NEPM agrees to hold harmless and indemnify Customer from any liability, demand or payment for same. If a Party is required to remit or pay Taxes that are the other Party's responsibility hereunder, such Party shall promptly reimburse the other for such Taxes. "Taxes" shall mean all foreign and domestic taxes, rates, levies, adders, assessments, surcharges, duties and other fees and charges of any nature, whether currently in effect or adopted during the Term, including but not limited to, ad valorem, consumption, excise, franchise, gross receipts, import, income, export, license, property, sales, stamp, storage, transfer, turnover, use or value-added taxes, payroll, unemployment, and any and all items of withholding, deficiency, penalty, addition to tax, interest or assessment related thereto.

5. CONFIDENTIALITY

Neither Party shall disclose the terms or conditions of this Agreement to a third party (other than the Party's employees, affiliates, lenders, counsel, accountants, representatives and existing or potential contractors, vendors, consultants, advisors and insurers who have a need to know such information and have agreed to keep such terms confidential) except with written consent or in order to comply with any applicable law (including applicable Missouri public records laws), regulation, or any exchange, control area, or independent system operator rule or in connection with any court or regulatory proceeding applicable to such Party or any of its affiliates; provided, however, each Party shall, to the extent practicable, use reasonable efforts to prevent or limit the disclosure; provided, however, that either Party shall have the ability to disclose the commercial terms of this Agreement in order to demonstrate compliance with all applicable laws, rules, regulations, and requirements. The Parties shall be entitled to all remedies available at law or in equity to enforce, or seek relief in connection with, this confidentiality obligation.

6. WARRANTY, DISCLAIMER AND LIMITATION OF LIABILITY

NEPM warrants title to all Wholesale Power delivered hereunder, and sells such Wholesale Power to Customer free from adverse title claims, to the Delivery Point. **THIS IS NEPM'S ONLY WARRANTY CONCERNING THE WHOLESALE POWER SERVICES PROVIDED HEREUNDER, AND IS MADE EXPRESSLY IN LIEU OF ALL OTHER WARRANTIES AND REPRESENTATIONS, EXPRESSED OR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE, MERCHANTABILITY OR OTHERWISE. NEPM DOES NOT GUARANTEE UNINTERRUPTED SERVICE AND SHALL NOT BE LIABLE FOR ANY DAMAGES SUSTAINED BY CUSTOMER (EXCEPT AS SET FORTH HEREIN) BY REASON OF ANY FAILURE, ALTERATION OR INTERRUPTION OF SERVICE.**

THE PARTIES CONFIRM THAT THE EXPRESS REMEDIES AND MEASURES OF DAMAGES PROVIDED IN THIS AGREEMENT SATISFY THE ESSENTIAL PURPOSES HEREOF. FOR BREACH OF ANY PROVISION FOR WHICH AN EXPRESS REMEDY OR MEASURE OF DAMAGES IS PROVIDED, SUCH EXPRESS REMEDY OR MEASURE OF DAMAGES SHALL BE THE SOLE AND EXCLUSIVE REMEDY FOR ANY SUCH DAMAGE. EACH PARTY'S LIABILITY SHALL BE LIMITED AS SET FORTH IN SUCH PROVISION AND ALL OTHER REMEDIES OR DAMAGES AT LAW OR IN EQUITY ARE WAIVED. NEITHER PARTY SHALL BE RESPONSIBLE UNDER ANY CIRCUMSTANCES FOR ANY SPECIAL, INCIDENTAL, INDIRECT, EXEMPLARY, OR CONSEQUENTIAL DAMAGES, INCLUDING LOSS OF PROFITS, OR OTHER BUSINESS INTERRUPTION DAMAGES, BY STATUTE, IN TORT OR CONTRACT, UNDER ANY INDEMNITY PROVISION OR OTHERWISE, INCURRED BY THE OTHER PARTY. The

Parties further agree that the waivers and disclaimers of liability, releases from liability, and limitations on liability expressed herein shall survive termination or expiration of this Agreement, and shall apply at all times, whether in contract, equity, tort or otherwise, regardless of the fault, negligence (in whole or in part), strict liability, breach of contract or breach of warranty of the Party whose liabilities are limited, and shall extend to the members, shareholders, partners, principals, affiliates, directors, officers and employees, agents and related or affiliated entities of such Party, and their shareholders, partners, principals, affiliates, directors, officers and employees.

Provided, however, each Party shall indemnify (“Indemnifying Party”) on an after-tax basis, hold harmless, and defend the other (“Indemnified Party”) and its affiliates and their respective officers, directors, employees, agents, contractors, subcontractors, invitees, successors, representatives and permitted assigns from and against any and all claims, liabilities, costs, losses, damages, expenses (including reasonable attorney and expert fees), and/or penalties or fines imposed by governmental authorities, in any action or proceeding between Indemnified Party and a third party for damage to property of third parties, injury to or the death of any person (collectively and individually “Indemnified Party’s Damages”), to the extent such Indemnified Party’s Damages are directly caused by the negligence or misconduct of Indemnifying Party and/or its officers, directors, employees, agents, contractors, subcontractors or invitees, and such Indemnified Party’s Damages arise out of or relate to Indemnifying Party’s performance under or breach of this Agreement. The Parties agree that the provisions of this subpart shall survive termination or expiration of this agreement.

7. FORCE MAJEURE

- (a) To the extent either Party is prevented by Force Majeure from carrying out, in whole or part, its obligations under this Agreement and such Party (the “Claiming Party”) gives notice and details of the Force Majeure to the other Party as soon as practicable, then the Claiming Party shall be excused from the performance of its obligations under this Agreement (other than the obligation to make payments then due or becoming due with respect to performance prior to the Force Majeure). The Claiming Party shall remedy, to the extent possible, the Force Majeure with all reasonable dispatch. The non-Claiming Party shall not be required to perform or resume performance of its obligations to the Claiming Party corresponding to the obligations of the Claiming Party for the period excused by Force Majeure.
- (b) “Force Majeure” shall mean an event or circumstance which prevents the Claiming Party from performing its obligations or causes delay in the Claiming Party’s performance under this Agreement, which event or circumstance was not anticipated as of the date this Agreement was agreed to, which is not within the reasonable control of, or the result of the negligence of, the Claiming Party or its contractors, and which, by the exercise of due diligence or use of Good Utility Practice, the Claiming Party is unable to overcome or avoid or cause to be avoided, such as, but not limited to, acts of God; fire; flood; earthquake; war; riots; terrorism; strikes, walkouts, lockouts and other labor disputes that affect Customer, the generating system of a supplier with whom NEPM has contracted to fulfill this Agreement; or requirements, actions or failure to act on the part of governmental authorities. The settlement of strikes, walkouts, lockouts and other labor disputes that affects Customer’s consumption of Wholesale Power or the generating system of a supplier with whom NEPM has contracted to fulfill this Agreement shall be entirely within such Party’s discretion and such Party may make settlement at such time and on such terms and conditions as it may deem to be advisable. Force Majeure shall not be based on: (i) Customer’s inability to economically use the Wholesale Power purchased hereunder; (ii) Customer’s loss of markets; (iii) NEPM’s ability to sell the Wholesale Power at a price greater than the price under this Agreement; (iv) the loss or failure of NEPM’s supply that is not caused by an event of Force Majeure as described above or similar concept, or (v) the loss or failure of a portion of NEPM’s supply where NEPM can continue to provide service from other available resources, including MISO market energy. If the Claiming Party is Customer, Force Majeure does not include any action taken by Customer in its governmental capacity.

8. CHANGES IN LAW OR REGULATION

The Parties understand and agree that laws, regulations, treaties or other rules binding upon the Parties could be enacted, approved, issued, promulgated, interpreted or enforced by Governmental Authorities with effect during the Term of this Agreement that restrict, cap or place a cost, charge or other financial burden on emissions of carbon dioxide (CO₂) and other greenhouse gases or on the consumption, transportation or use of energy from such emitting sources (“GHG Laws”). Prior to the Delivery Point(s), any restrictions, costs, charges, taxes and other financial impacts resulting from GHG Laws that are assessed on or associated with the production of Energy from fossil-fuel power plants, or the

possession or transmission of such Energy shall be the responsibility of NEPM. At and after the Delivery Point(s), any restrictions, costs, charges, taxes and other financial impacts resulting from GHG Laws that are assessed on or associated with the purchase, consumption or use of Energy by Customer or its retail customers, or from the receipt, possession or transportation of Energy shall be the responsibility of Customer. As used in this paragraph, "Governmental Authority" means any federal, state, local or municipal government; any governmental regulatory or administrative agency, commission, body or other authority exercising or entitled to exercise any administrative, executive, judicial, legislative, policy, regulatory or taxing authority or power; or any court or governmental tribunal.

The Parties acknowledge and agree that the Wholesale Power Price as set forth in Exhibit A is based on the existing laws, regulations, statutes, rules, ordinances, Tariff and RTO business practices in place on the effective date of this Agreement. In the event that: (i) there is a material change in any rule, regulation, Tariff, business practice, ordinance, statute, or law, with the exception of GHG Laws as described herein, affecting the sale or transmission of Wholesale Power (including, but not limited to, any administrative ruling, interpretation, or judicial decision) that significantly alters the relative benefits and burdens of the Parties under this Agreement, NEPM and Customer shall revise this Agreement to restore the balance of risks, rewards, and costs originally set forth in this Agreement; provided, however, if the Parties cannot mutually agree to revise the Agreement, the matter may be submitted to arbitration or other dispute resolution processes in accordance with the provisions of this Agreement.

9. ASSIGNMENT

This Agreement shall be binding on each Party's successors and permitted assigns. Neither Party shall assign this Agreement or its rights without the prior written consent of the other Party, which consent shall not be unreasonably withheld; provided, however, either Party may: (i) assign its rights and obligations under this Agreement to an Affiliate without consent of the other Party, subject to the Affiliate's satisfactory creditworthiness and, if NEPM is the assigning Party, also subject to the assignee Affiliate having adequate resources in order to continue to provide Wholesale Power hereunder; or (ii) transfer or assign this Agreement to any person or entity succeeding to all or substantially all of the assets, subject to the assignee's satisfactory creditworthiness; provided, however, that in each such case, any such assignee shall agree in writing to be bound by the terms and conditions hereof and so long as the transferring Party delivers such tax and enforceability assurances as the non-transferring Party may reasonably request. For purposes of this section, creditworthiness shall be determined by the non-transferring Party. In connection with any merger, acquisition, or other transaction through which all or the majority of NEPM's business is acquired by another entity, NEPM shall assign this Agreement to the successor entity.

10. WAIVER

Except as otherwise set forth in this Agreement, failure or delay on the part of either Party to exercise any right, power, or privilege under this Agreement shall not operate as a waiver of such right, power, or privilege of this Agreement.

11. CREDIT SUPPORT

NEPM's obligations hereunder shall be secured by an unconditional guarantee provided by NextEra Energy Capital Holdings, Inc. ("Guarantor") in a form substantially similar to Exhibit D ("Parental Guarantee"). Such Parental Guarantee shall be in the amount of \$2,000,000. In the event that NextEra Energy Capital Holdings, Inc. terminates or fails to honor the Parental Guarantee during the Term of this Agreement, then an Event of Default by NEPM under Section 14 will be deemed to have occurred; provided, however, that if NextEra Energy Capital Holdings, Inc. seeks to terminate the Parental Guarantee, and if the Parties mutually agree upon a replacement form of security (including, but not limited to, a letter of credit or cash collateral) and NEPM provides such replacement form of security no later than the date of termination of the Parental Guarantee, the termination of the Parental Guarantee shall not be considered an Event of Default hereunder .

Within one hundred and twenty (120) days following the end of Customer's fiscal year, or at such other times as reasonably requested by NEPM, Customer shall supply, at the request of NEPM, a hard copy of Customer's annual report containing audited consolidated financial statements, unless the financial statements are available publicly or on the Customer's website, for such fiscal year and/or such other documents that may be necessary to adequately determine Customer's creditworthiness. Should the creditworthiness or financial responsibility of Customer become unsatisfactory to NEPM at any time during the Term of this Agreement, as determined by NEPM in a commercially reasonable manner, including consideration of the market exposure assumed relevant to the Liquidation Value of this Agreement under Section 14, NEPM may require security in the form and quantity specified in subsection (c) below before further performance under this Agreement by NEPM. NEPM will provide Customer with written notice requesting such security. Upon receipt of such written notice Customer shall have ten (10) Business Days to provide the required

security to NEPM. In the event that Customer fails to provide such security within the time period stated herein, then an Event of Default under Section 14 will be deemed to have occurred.

Notwithstanding the foregoing, the Parties agree that:

(a) Customer's creditworthiness and financial responsibility is currently satisfactory;

(b) NEPM shall have no right to require Customer to provide and/or maintain a letter of credit in connection with the service provided under this Agreement during any period in which Customer achieves and/or maintains satisfactory credit rating(s) of Investment Grade; for purposes of this Agreement, "Investment Grade" credit rating shall mean a minimum rating of BBB- from Standard & Poor's Rating Services, a division of The McGraw-Hill companies, Inc. (or any successor rating agency) ("S&P") and Baa3 from Moody's Investors Service, Inc. (or any successor rating agency) ("Moody's") if rated by both rating agencies; or BBB- by S&P or Baa3 by Moody's if only rated by one or the other agency. Such credit rating shall be an issuer rating or equivalent or a senior unsecured debt rating, in either case unenhanced by any third party insurance, letter of credit, or other form of support; shall be in the name of Customer; and shall exclude any project-related bonds of Customer or other bonds of Customer's affiliated entities; and

(c) In the event that Customer's creditworthiness or financial responsibility should become unsatisfactory, the security to be provided to NEPM pursuant to the preceding paragraph shall be a Letter Of Credit for the benefit of NEPM in a form acceptable to NEPM and in an amount equal to NEPM's largest anticipated thirty (30) days of receivables from Customer for the current calendar year, as calculated by NEPM. For purposes of this section, "Letter Of Credit" shall mean an irrevocable standby letter of credit, which shall be issued by a financial institution with a domestic office organized under the laws of the United States (or any state or a political subdivision thereof) having a long term debt rating or deposit rating of at least: (i) A3 from Moody's and (ii) A- from S&P and utilizing a form acceptable to NEPM, with such changes to the terms in that form as the issuer may require and as may be acceptable to NEPM.

12. METERING

Customer shall be responsible for providing directly, or through its MDMA or other third party provider, revenue quality metering at the Metering Point(s) that is capable of accurately measuring Customer's Load. Customer shall be responsible for and bear any costs that are associated with the metering equipment. Annually, Customer shall arrange and be responsible for the associated costs to have metering equipment tested and maintained to ensure accuracy within one percent (1%). Customer shall promptly advise NEPM if the results of any annual test show an inaccuracy of more than one percent (1%). If any annual test shows a meter to be inaccurate by more than one percent (1%), a correction shall be made on the invoice for one-half the elapsed period since the last test was made or for the entire period since the inaccuracy occurred if it can be determined.

Customer shall provide, or cause to be provided, to NEPM meter data from the metering equipment at the Metering Point(s) to enable NEPM to determine that amount of Wholesale Power procured under the Agreement and to enable NEPM to invoice Customer. If it is determined that actual meter data is not available due to a meter failure or similar circumstance, Customer and NEPM shall mutually agree to estimate the missing data utilizing Customer's historical profile and adjusting for any significant weather or system configuration anomalies.

13. PAYMENTS/INVOICES

NEPM shall render an invoice to Customer via facsimile or electronic mail ("e-mail") within seven (7) days of the end of each month in which service was provided. Each invoice (the "Invoice") shall set forth (i) the Net Monthly Payment for the just-concluded service month, and (ii) any true-up adjustments to estimated amounts included in the prior month's Invoice. Payments shall be received by NEPM via an electronic method on or before the latter of the 20th of each calendar month or no later than ten (10) Business Days following the issue date of each facsimiled or e-mailed Invoice (the "Due Date").

"Net Monthly Payment" means, for each service month, the Monthly Energy Payment for the service month plus or minus (as applicable) all Pass Through Amounts attributable to the service month, plus the Excess Energy Amount (as determined pursuant to the Maximum Contract Energy section of Exhibit A) for the service month.

"Monthly Energy Payment" means, for each service month, the sum of all Hourly Energy Payments for such month.

“Hourly Energy Payment” means, for each hour, (i) the product of the Wholesale Power Price times Customer’s Load for that hour less (ii) if any, Behind the Meter Generation Credit.

Amounts not paid on or before the Due Date shall be deemed delinquent and Customer shall be assessed a late payment charge at an interest rate equivalent to the U. S. Prime Rate as quoted in the “Money Rates” section of *The Wall Street Journal*, as published on the first Business Day of each month or on the next preceding Business Day if not published on the first Business Day of the month plus 2 percent (2%) per annum, and accrued daily, but in no event greater than the maximum interest rate permitted by law (“Default Interest Rate”).

If Customer, in good faith, disputes the correctness of any invoice rendered under this Agreement then Customer shall pay at least the undisputed portion of the amount invoiced no later than the Due Date, and if it is withholding the disputed portion, provide with its payment a detailed written explanation of the basis of the dispute. If the disputed amount is withheld, and subsequently determined to have been due to NEPM, it shall be paid to NEPM within five (5) Business Days of such determination, along with interest at the Default Interest Rate from and including the date such amount was due, but excluding the date paid. Any amounts paid by Customer that are later determined not to have been due to NEPM or any amounts not invoiced by NEPM that are later determined to have been due by Customer shall be settled with interest calculated at the Default Interest Rate. The Parties shall have the right to challenge and seek adjustment to any invoiced amount at any time within three (3) years of issuance of the invoice.

14. EVENTS OF DEFAULT

Definition: An “Event of Default” shall mean, with respect to a defaulting Party (“Defaulting Party”), the occurrence of any of the following: (a) the failure to make, when due, any payment required pursuant to this Agreement (other than disputed amounts) if such failure is not remedied within three (3) Business Days after written notice of such failure; (b) any representation or warranty made by such Party herein is false or misleading in any material respect when made or when deemed made or repeated; (c) the failure to perform any material covenant or obligation set forth in this Agreement (except to the extent constituting a separate Event of Default) if such failure is not remedied within three (3) Business Days after written notice; (d) such Party: (i) files a petition or otherwise commences, authorizes, or acquiesces in the commencement of a proceeding or cause of action under any bankruptcy, insolvency, reorganization, or similar law, or has any such petition filed or commenced against it; (ii) makes an assignment or any general arrangement for the benefit of creditors; (iii) otherwise becomes bankrupt or insolvent (however evidenced); or (iv) has a liquidator, administrator, receiver, trustee, conservator, or similar official appointed with respect to it or any substantial portion of its property or assets as part of bankruptcy proceeding or reorganization for the benefit of creditors; (e) the failure of such Party to satisfy the creditworthiness/collateral requirements under Section 11 of this Agreement; (f) a Party consolidates or merges with or into, or transfers all or substantially all of its assets to, another entity and, at the time of such consolidation, amalgamation, merger or transfer, the resulting, surviving or transferee entity fails to assume all the obligations of such Party under this Agreement, or the resulting, surviving or transferee entity does not satisfy the creditworthiness/collateral requirement set forth in Section 11 of this Agreement; or (g) such Party disaffirms, disclaims, repudiates or rejects, in whole or in part, this Agreement.

Suspension and Early Termination: If an Event of Default occurs, the non-defaulting Party (“the Non-Defaulting Party”) may, at its option and in its sole discretion: (i) suspend its performance under this Agreement, provided such suspension may not continue for more than twenty (20) days before notice of an early termination date is delivered or performance is restored; or (ii) designate a day, no earlier than the day such notice is effective and no later than twenty (20) days after such notice is effective, as an early termination date as of which the Non-Defaulting Party shall have the right to liquidate this Agreement and to demand payment of, which the Defaulting Party shall pay upon invoice, the Settlement Amount. The “Settlement Amount” shall be equal to either: (a) if Customer is the Defaulting Party, any unpaid and outstanding invoice(s) plus the positive difference (if any) of the Wholesale Power Price minus the Market Price multiplied by the projected quantity of the Customer’s Load for the remainder of the Delivery Period (as calculated pursuant to the next sentence); or (b) if NEPM is the Defaulting Party, any refunds or other amounts then due to the Customer plus the positive difference (if any) of the Market Price minus the Wholesale Power Price multiplied by the projected quantity of the Customer’s Load for the remainder of the Delivery Period (as calculated pursuant to the next sentence) (in either case the “Liquidation Value”). For purposes of this provision, the projected quantity of the Customer’s Load for each month of the remainder of the Delivery Period shall be the most recent actual Customer’s Load quantity from that same month prior to the calculation of the Settlement Amount, adjusted for known changes (for example, if the Settlement Amount were calculated in August 2018, the projected Customer’s Load for May 2019 and May 2020 would use the actual Customer’s Loads for May 2018, adjusted for known changes). The Liquidation Value so calculated shall be discounted to present value utilizing a rate of 4.0%. Other costs, expenses, and charges under this

Agreement which the Non-Defaulting Party incurs as a result of such early termination shall be added to the Settlement Amount, in addition and without prejudice to any right of setoff, recoupment, combination of accounts, lien, or other right to which the Non-Defaulting Party is otherwise entitled, whether by operation of law, equity, contract, or otherwise as a result of the Event of Default and early termination of this Agreement, subject to any limitations on liability as set forth in Section 6.

15. NOTICES

Except for notices required under Section 14, all other notices to be provided under this Agreement may be sent by U.S. mail, personal delivery, fax, or orally in the case of an emergency (with a written confirmation following any such oral notice due to an emergency). All such notices shall be deemed given and received when transmitted by any of the above methods. However, all notices required under Section 14 must be given by certified mail, return receipt requested, or by overnight delivery and shall be effective only upon actual receipt of notice. Notices shall be sent to those identified in the attached Notice and Contact Schedule.

16. FORWARD CONTRACT

The Parties agree this Agreement is construed and understood to be a “forward contract” and the Parties are intended and understood to be “forward contract merchants” as defined by the U.S. Bankruptcy Code.

17. GOVERNING LAW

The validity, interpretation, and performance of this Agreement shall be governed by and performed in accordance with the laws of the State of Missouri, and without regard to principles of conflicts of law. With respect to any suit, action or proceedings relating to this Agreement (“Proceedings”), each Party irrevocably (i) submits to the exclusive jurisdiction of the United States District Court located in St. Louis, and if such court refuses jurisdiction, then the courts of the State of Missouri sitting in St. Louis and (ii) waives any objection which it may have at any time to the laying of venue of any Proceedings brought in any such court, waives any claim that such Proceedings have been brought in an inconvenient forum and further waives the right to object, with respect to such Proceedings, that such court does not have any jurisdiction over such Party.

EACH PARTY EXPRESSLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY PROCEEDINGS RELATING TO THIS AGREEMENT, AND ACKNOWLEDGES THAT THIS WAIVER IS A MATERIAL INDUCEMENT FOR THE PARTY’S EXECUTION OF THIS AGREEMENT.

18. REPRESENTATIONS

On the effective date of this Agreement and throughout the Term, each Party represents and warrants to the other Party that it is duly organized, validly existing, and in good standing under the laws of the jurisdiction of its formation. Each Party further represents and warrants that the execution, delivery, and performance of this Agreement are within its power, have been duly authorized by all necessary action and do not violate any of the terms and conditions in its governing documents, any contracts to which it is a party or any law, rule, regulation, order, or the like applicable to it; and this Agreement and each other document executed and delivered in accordance with this Agreement constitutes its legally valid and binding obligation enforceable against it in accordance with its terms. Each Party further represents and warrants to the other Party that: (i) it has, and shall maintain, all authorizations necessary for it to legally perform its obligations under this Agreement (whether from MISO or any regulatory body) (ii) it is acting for its own account, has made its own independent decision to enter into this Agreement and as to whether this Agreement is appropriate or proper for it based upon its own judgment, is not relying upon the advice or recommendations of the other Party in so doing, and is capable of assessing the merits of and understanding, and understands and accepts, the terms, conditions and risks of this Agreement; (iii) there are no bankruptcy proceedings pending or being contemplated by it or, to its knowledge, threatened against it; and (iv) there is not pending or, to its knowledge, threatened against it or any of its Affiliates any legal proceedings that could materially adversely affect its ability to perform its obligations under this Agreement or any other document relating to this Agreement to which it is a party.

Customer further represents and warrants to NEPM that continuing throughout the Term of this Agreement all acts necessary to the valid execution, delivery, and performance of this Agreement, including without limitation, competitive bidding, public notice, election, referendum, prior appropriation, or other required procedures has or will be taken and performed as required under Customer’s ordinances, bylaws, or other regulations. Further, Customer represents and warrants to NEPM that all persons making up Customer’s governing body are duly elected or appointed incumbents in their positions and hold such positions in good standing in accordance with all applicable law, and that the Term of this

Agreement does not extend beyond any applicable limitation imposed by any relevant constitutional, organic, or other governing documents and applicable law. Customer further represents and warrants that with respect to its contractual obligations under this Agreement, it will not, to the extent permitted by Missouri law, claim immunity on the grounds of sovereignty or similar grounds with respect to itself or its revenues or assets from: (a) suit, (b) jurisdiction of court, (c) relief by way of injunction, order for specific performance, or recovery of property, (d) attachment of assets associated with public utility services, or (e) execution or enforcement of any judgment.

19. WAIVER OF FERC FILING RIGHTS; STANDARD OF REVIEW; MOBILE-SIERRA WAIVER

(a) Absent the agreement of both Parties to the proposed change, the standard of review for changes to any rate, charge, classification, term or condition of this Agreement, whether proposed by a Party (to the extent that any waiver in subsection (b) below is unenforceable or ineffective as to such Party), a non-party or FERC acting sua sponte, shall solely be the “public interest” application of the “just and reasonable” standard of review set forth in *United Gas Pipe Line Co. v. Mobile Gas Service Corp.*, 350 U.S. 332 (1956) and *Federal Power Commission v. Sierra Pacific Power Co.*, 350 U.S. 348 (1956) and clarified by *Morgan Stanley Capital Group, Inc. v. Public Util. Dist. No. 1 of Snohomish*, 554 U.S. 165 (2008) (the “*Mobile-Sierra*” doctrine).

(b) In addition, and notwithstanding the foregoing subsection (a), to the fullest extent permitted by applicable law, each Party, for itself and its successors and assigns, hereby expressly and irrevocably waives any rights it can or may have, now or in the future, whether under §§ 205 and/or 206 of the Federal Power Act or otherwise, to seek to obtain from the FERC by any means, directly or indirectly (through complaint, investigation or otherwise), and each hereby covenants and agrees not at any time to seek to so obtain, an order from FERC changing any section of this Agreement specifying the rate, charge, classification, or other term or condition agreed to by the Parties, it being the express intent of the Parties that, to the fullest extent permitted by applicable law, neither Party shall unilaterally seek to obtain from FERC any relief changing the rate, charge, classification, or other term or condition of this Agreement, notwithstanding any subsequent changes in applicable law or market conditions that may occur. In the event it were to be determined that applicable law precludes the Parties from waiving their rights to seek changes from FERC to their market-based power sales contracts (including entering into covenants not to do so) then this subsection (b) shall not apply, provided that, consistent with the foregoing subsection (a), neither Party shall seek any such changes except solely under the “public interest” application of the “just and reasonable” standard of review and otherwise as set forth in the foregoing section (a).

20. RESOLUTION OF DISPUTES/ARBITRATION

If a question or controversy arises between the Parties concerning the observance or performance of any of the terms, provisions, or conditions contained herein or the rights or obligations of either Party under this Agreement, such question or controversy shall in the first instance be the subject of a meeting between the Parties to negotiate a resolution of such dispute. Such meeting shall be held within fifteen (15) days of a request by either Party. If within fifteen (15) days after that meeting, the Parties have not negotiated a resolution or mutually extended the period of negotiation, the question or controversy may, upon mutual agreement, be resolved by arbitration in accordance with arbitration procedures established from time to time by the American Arbitration Association (“AAA”). The panel of arbitrators to be provided shall be competent in their expertise and qualifications to understand and arbitrate the dispute. In addition to the arbitration procedures established by the AAA, arbitration shall be conducted pursuant to the Federal Rules of Evidence. The arbitrators may award only damages as allowed for by this Agreement, and attorney fees and other legal costs. Any decision and award of the majority of arbitrators shall be binding upon both Parties. Judgment upon the award rendered may be entered in any court of competent jurisdiction.

21. RELATIONSHIP OF THE PARTIES; ENTIRE AGREEMENT

Nothing in this Agreement is intended to create a partnership, joint venture or other joint legal entity making any Party jointly or severally liable for the acts of the other Party. Each Party shall be solely liable for the payment of all wages, taxes, and other costs related to the employment of persons by that Party to perform under this Agreement, including all federal, state, and local income, social security, payroll and employment taxes and statutorily mandated workers’ compensation coverage. None of the persons employed by either Party shall be considered employees of the other Party for any purpose; nor shall either Party represent to any person that such persons are or shall become employees of the other Party.

It is understood and agreed that this Agreement contains the entire Agreement between the Parties and supersedes any and all prior agreements, arrangements or understandings between the Parties relating to the subject matter. This

Agreement cannot be changed or terminated orally and no written modification of this Agreement shall be effective unless executed and signed by both Parties.

22. MODIFICATIONS TO CONTRACT

This Agreement may be modified only by written amendment executed by the authorized representatives of both Parties.

23. NATURE OF CUSTOMER'S OBLIGATION

The obligations of Customer under this Agreement shall be conditional obligations to be payable out of the revenues received from the sale of electricity to Customer's retail customers only when earned by or due NEPM in accordance with the provisions of this Agreement and shall not be construed to be general obligations of Customer or a debt of Customer within the meaning of the Constitution and Law of the State of Missouri.

24. COUNTERPARTS

This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

25. RECORDS AND AUDIT

Parties shall maintain all the records related to the service provided under this Agreement for a period of at least three (3) years or as required by their internal document retention policies, whichever is longer. Each Party shall have the right to audit the records of the other Party reasonably relating to this Agreement. Each Party shall be responsible for its own expenses in connection with any audit.

26. RETAIL CUSTOMER CHOICE

During the Delivery Period, Customer shall not voluntarily participate in, or otherwise authorize any retail customer to participate in, any form of retail customer choice unless mandated by applicable law. To the extent such a requirement is so mandated, Customer shall use commercially reasonable efforts to obtain a waiver or exemption from such requirement for the Delivery Period.

[Remainder of the page left blank.]

IN WITNESS WHEREOF, the Parties to this Agreement have executed and delivered this Agreement on the date and year first set out above.

NextEra Energy Power Marketing, LLC

City of [_____], Missouri

By: _____
Print Name: _____
Title: _____
Date: _____

By: _____
Print Name: _____
Title: _____
Date: _____

*After signing, please return as indicated below:
Immediately Fax and mail two originals to:*

Attn: Contract Administration

LETTER OF AGENCY

City of [_____], Missouri (“Customer”) appoints NextEra Energy Power Marketing, LLC (“NEPM”), and NEPM accepts such appointment, as agent to act on behalf of Customer as follows:

1. To the extent necessary and appropriate to permit NEPM to include Customer’s Load as part of NEPM’s load as a Market Participant under the MISO Tariff, and to otherwise perform its obligations under the _____, 2016 Electric Service Full Requirements Agreement (“Agreement”), NEPM shall act as the Customer’s representative in dealing directly with the Midcontinent Independent System Operator (“MISO”) with respect to matters relating to the provision of electric service under the Agreement and matters relating to MISO Charges. Without limitation, such activities shall include bidding Customer’s Load and available resources, if any, into the MISO market, nominating and obtaining FTRs/ARRs/LTTRs and any other Market Participant related responsibilities. In taking actions on behalf of Customer hereunder, NEPM as Market Participant shall advance and protect Customer’s interests as directed by Customer and as agreed upon in the Agreement. NEPM shall regularly consult with Customer regarding actions taken and proposed to be taken hereunder, and shall not enter into any agreement on behalf of, and that binds, Customer without Customer’s written approval.
2. NEPM shall also provide any requested assistance in the development and administration of Customer’s network integration transmission service agreement and other related agreements to be entered into by Customer for the delivery of the Wholesale Power to be sold by NEPM to Customer under the Agreement.
3. There shall be no additional charges for the services provided by NEPM hereunder; all costs of NEPM’s services are included in the Wholesale Power Price paid by Customer under the Agreement.
4. Upon termination of the Agreement, NEPM will no longer: (i) act as Market Participant on behalf of the Customer or (ii) administer Customer’s network integration transmission service agreement and other related agreements, and NEPM will promptly advise the MISO of this termination.

City of [_____], Missouri _____

By: _____

Print Name: _____

Title: _____

Date: _____

NOTICE AND CONTACT SCHEDULE

NEXTERA ENERGY POWER MARKETING, LLC

CITY OF [_____], MISSOURI

All Notices

Street: 700 Universe Blvd.
City: Juno Beach, FL
Zip: 33408

All Notices

Attn: Contracts/Legal Department
Phone: n/a/
Facsimile: (561) 625-7504
Duns: NEPM: 05-448-1341
Federal Tax ID Number: 65-0851428

Invoices:

Attn: Manager, NEPM Accounting
Phone: (561) 304-5820
Facsimile: (561) 625-7651

Scheduling:

Attn: Scheduling Desk
Phone: (561) 625-7100
Facsimile: (561) 625-7604

Payments:

Attn: Manager, NEPM Accounting
Phone: (561) 304-5820
Facsimile: (561) 625-7663

Wire Transfer:

Pay: Bank of America, N.A.
For the Account of: NextEra Energy Power
Marketing, LLC
Account No.: 3751227650
Fed. ABA No.: 0260-0959-3

ACH Transfer:

Pay: Bank of America, N.A.
For the Account of: NextEra Energy Power
Marketing, LLC
Account No.: 3751227650
Fed. ABA No.: 1110-0001-2

Credit and Collections:

Attn: Director, Structured Credit
Phone: (561) 304-6178
Facsimile:
Email: tradecredit@nexteraenergy.com

With additional Notices of an Event of Default or
Potential Event of Default to:

Attn: Contracts/Legal Department
Facsimile: (561) 625-7504

EXHIBIT B
MISO CHARGES¹

	Day Ahead Charges	Responsible Party
1	Day-Ahead Asset Energy Amount	NEPM
2	Day-Ahead Financial Schedule Congestion Amount	NEPM
3	Day-Ahead Financial Schedule Loss Amount	NEPM
4	Day-Ahead Market Administration Amount	NEPM
5	Day-Ahead Schedule 24 Allocation Amount	NEPM
6	Day-Ahead Non-Asset Energy Amount	NEPM
7	Day-Ahead Congestion Rebate on Carved-Out Grandfathered Agreements	N/A
8	Day-Ahead Losses Rebate on Carved-Out Grandfathered Agreements	N/A
9	Day-Ahead Congestion Rebate on Option B Grandfathered Agreements	N/A
10	Day-Ahead Losses Rebate on Option B Grandfathered Agreements	N/A
11	Day-Ahead Revenue Sufficiency Guarantee Distribution Amount	NEPM
12	Day-Ahead Revenue Sufficiency Guarantee Make Whole Payment Amount	NEPM
13	Day-Ahead Virtual Energy Amount	NEPM

	Ancillaries	Responsible Party
1	Day-Ahead Regulation Amount	NEPM
2	Day-Ahead Spinning Reserve Amount	NEPM
3	Day-Ahead Supplemental Reserve Amount	NEPM
4	Real-Time Regulation Amount	NEPM
5	Real-Time Spinning Reserve Amount	NEPM
6	Real-Time Supplemental Reserve Amount	NEPM
7	Real-Time Regulation Cost Distribution Amount	NEPM
8	Real-Time Spinning Reserve Cost Distribution Amount	NEPM
9	Real-Time Supplemental Reserve Cost Distribution Amount	NEPM
10	Real-Time Excessive Deficient Energy Deployment Charge Amount	NEPM
11	Real-Time Non-Excessive Energy Amount	NEPM
12	Real-Time Excessive Energy Amount	NEPM
13	Real-Time Net Regulation Adjustment Amount	NEPM
14	Real-Time Contingency Reserve Deployment Failure Charge Amount	NEPM

	Financial Transmission Rights Charge Types	Responsible Party
1	Financial Transmission Rights Hourly Allocation Amount	NEPM
2	Financial Transmission Rights Market Administrative Amount	NEPM
3	Financial Transmission Rights Monthly Allocation Amount	NEPM
4	Financial Transmission Rights Transaction Amount	NEPM
5	Financial Transmission Rights Yearly Allocation Amount	NEPM
6	Financial Transmission Rights Monthly Transaction Amount	NEPM

¹ The general allocations of cost responsibility between the Parties for MISO charges that are set forth in this Exhibit B are not intended to, and shall not, override any specific provisions of Exhibit A or the body of the Agreement with respect to the Parties' cost responsibilities and liabilities.

7	Financial Transmission Rights Full Funding Guarantee Amount	NEPM
8	Financial Transmission Rights Guarantee Uplift Amount	NEPM
9	Financial Transmission Rights Annual Transaction Amount	NEPM
10	Auction Revenue Rights Transaction Amount	NEPM
11	Financial Transmission Rights Infeasible Uplift Amount	NEPM
12	Financial Transmission Rights Stage 2 Distribution Amount	NEPM

	Real-Time Charges	Responsible Party
1	Real-Time Asset Energy Amount	NEPM
2	Real-Time Distribution of Losses Amount	NEPM
3	Real-Time Financial Schedule Congestion Amount	NEPM
4	Real-Time Financial Schedule Loss Amount	NEPM
5	Real-Time Congestion Rebate on Carve-Out Grandfathered Agreements	NEPM
6	Real-Time Losses Rebate on Carved-Out Grandfathered Agreements	NEPM
7	Real-Time Market Administration Amount	NEPM
8	Real-Time Schedule 24 Distribution Amount	NEPM
9	Real-Time Schedule 24 Allocation Amount	NEPM
10	Real-Time Miscellaneous Amount	NEPM
11	Real-Time Net Inadvertent Distribution	NEPM
12	Real-Time Non-Asset Energy Amount	NEPM
13	Real-Time Revenue Neutrality Uplift Amount	NEPM
14	Real-Time Revenue Sufficiency Guarantee First Pass Distribution Amount	NEPM
15	Real-Time Revenue Sufficiency Guarantee Make Whole Payment Amount	NEPM
16	Real-Time Price Volatility Make-Whole Payment Amount	NEPM
17	Real-Time Virtual Energy Amount	NEPM
18	Real-Time Marginal Foregone Retail Rate Charge	NEPM
		NEPM

Resource Adequacy Settlement	Responsible Party
• Distribution of PRA Charge	Customer
• Zonal Deliverability Charge (ZDC) (*Only applies to the FRAP)	Customer
• Distribution of ZDC	Customer
• Capacity Deficiency Charge (Covered outside of the daily settlements)	Customer

OATT CHARGES

		Responsible Party
Schedule 1	Scheduling System Control and Dispatch Service	Customer
Schedule 2	Reactive Supply and Voltage Control/Generation Sources Service	Customer
Schedule 3	Regulating Reserve	NEPM (settled by Ancillary Service Market)
Schedule 4	Energy Imbalance Service	N/A
Schedule 5	Spinning Reserve	NEPM (settled by Ancillary Service Market)
Schedule 6	Supplemental Reserve	NEPM (settled by Ancillary Service Market)
Schedule 7	Long-Term Firm and Short-Term Point-To-Point Transmission Service	N/A
Schedule 8	Non-Firm Point to Point Transmission Service	N/A
Schedule 9	Network Integration Transmission Service	Customer
Schedule 10	ISO Cost Recovery Adder	Customer
Schedule 11	Wholesale Distribution Service	Customer (if applicable)
Schedule 12	Gross Receipts Tax Adder	N/A
Schedule 13	Super Regional Rate Adjustment Charge	Customer (suspended)
Schedule 14	Regional Through and Out	Customer (expired February 1, 2008)
Schedule 18	Sub Regional Rate Adjustment	Customer (in effect October 2003 thru September 2005)
Schedule 19	Zonal Transition Amount	Customer (in effect October 2003 thru September 2005)
Schedule 21	Interim SECA Charge Applicable To PJM entities	Customer (in effect December 2004 thru March 2006)
Schedule 22	SECA Charges To Midwest ISO Zones, Sub-Zones, and Customers	Customer (in effect December 2004 thru March 2006)
Schedule 23	Recovery of Schedule 10 and Schedule 17 Costs From Certain GFAs	N/A
Schedule 26	Network Upgrade Charge From Transmission Expansion Plan	Customer
Schedule 33	Blackstart Service	Customer
Schedule 35	HVDC Agreement Cost Recovery Fee	Customer

EXHIBIT C

Summary of 2012 Marceline & Kahoka Generator MISO Accreditation Plan

Marceline Generating Units			Last Test*	Ambient		Test hours	
	NamePlate		KW for 1 Hr	Temp		Start	Finish
Mfgr	Unit #	KW		Deg F	Test Date	Time	Time
Fairbanks M	1	1000	863	71.6	7/25/2012	9:00	10:00
Enterprise	2	3075	2422	63.0	8/10/2012	7:00	8:00
Caterpillar	5	2000	1957	73.9	6/21/2012	10:00	11:00
	6	<u>2000</u>	<u>1961</u>	73.9	6/21/2012	10:00	11:00
	Total	8075	7203				

Kahoka Generating Units			Last Test*	Ambient		Test hours	
	NamePlate		KW for 1 Hr	Temp		<u>Start</u>	<u>Finish</u>
Mfgr	<u>Unit #</u>	KW	<u>KW for 1 Hr</u>	<u>Deg F</u>	<u>Test Date</u>	<u>Time</u>	<u>Time</u>
	6						
Fairbanks M	7	700	698	93.5	07/20/2012	14:40	15:40
Fairbanks M	8	1550	1375	93.5	07/20/2012	14:40	15:40
Fairbanks M	9	900	839	93.5	07/20/2012	14:40	15:40
	10						
Fairbanks M	11	1240	1100	91.5	07/20/2012	10:00	11:00
Fairbanks M	12	<u>1240</u>	<u>1100</u>	93.5	07/20/2012	14:40	15:40
	Total	5630	5112				

Exhibit D
GUARANTY

THIS GUARANTY (this “**Guaranty**”), dated as of _____, _____ (the “**Effective Date**”), is made by NEXTERA ENERGY CAPITAL HOLDINGS, INC. (“**Guarantor**”), in favor of INSERT COUNTERPARTY’S NAME IN ALL CAPS (“**Counterparty**”).

RECITALS:

- A. WHEREAS, Counterparty and Guarantor’s indirect, wholly-owned subsidiary NEXTERA ENERGY POWER MARKETING, LLC (“**Obligor**”) have entered into, or concurrently herewith are entering into, that certain Electric Service Full requirements Agreement dated as of _____, 2016 (the “**Agreement**”); and
- B. WHEREAS, Guarantor will directly or indirectly benefit from the Agreement between Obligor and Counterparty;

NOW THEREFORE, in consideration of the foregoing premises and as an inducement for Counterparty’s execution, delivery and performance of the Agreement, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Guarantor hereby agrees for the benefit of Counterparty as follows:

* * *

1. GUARANTY. Subject to the terms and provisions hereof, Guarantor hereby absolutely and irrevocably guarantees the timely payment when due of all obligations owing by Obligor to Counterparty arising pursuant to the Agreement on or after the Effective Date (the “**Obligations**”). This Guaranty shall constitute a guarantee of payment and not of collection. The liability of Guarantor under this Guaranty shall be subject to the following limitations:

- (a) Notwithstanding anything herein or in the Agreement to the contrary, the maximum aggregate obligation and liability of Guarantor under this Guaranty, and the maximum recovery from Guarantor under this Guaranty, shall in no event exceed _____ [spell out the dollar amount] U.S. Dollars (U.S. \$ _____) (the “**Maximum Recovery Amount**”).
- (b) The obligation and liability of Guarantor under this Guaranty is specifically limited to payments expressly required to be made under the Agreement, as well as costs of collection and enforcement of this Guaranty (including attorney’s fees) to the extent reasonably and actually incurred by the Counterparty (subject in all instances, to the limitations imposed by the Maximum Recovery Amount as specified in Section 1(a) above). In no event, however, shall Guarantor be liable for or obligated to pay any consequential, indirect, incidental, lost profit, special, exemplary, punitive, equitable or tort damages.

2. DEMANDS AND PAYMENT.

- (a) If Obligor fails to pay any Obligation to Counterparty when such Obligation is due and owing under the Agreement (an “**Overdue Obligation**”), Counterparty may present a written demand to Guarantor calling for Guarantor’s payment of such Overdue Obligation pursuant to this Guaranty (a “**Payment Demand**”).
- (b) Guarantor’s obligation hereunder to pay any particular Overdue Obligation(s) to Counterparty is conditioned upon Guarantor’s receipt of a Payment Demand from Counterparty satisfying the following requirements: (i) such Payment Demand must identify the specific Overdue Obligation(s) covered by such demand, the specific date(s) upon which such Overdue Obligation(s) became due and owing under the Agreement, and the specific provision(s) of the Agreement pursuant to which such Overdue Obligation(s) became due and owing; (ii) such Payment Demand must be delivered to Guarantor in accordance with Section 9 below; and (iii) the specific Overdue Obligation(s) addressed by such Payment Demand must remain due and unpaid at the time of such delivery to Guarantor.

- (c) After issuing a Payment Demand in accordance with the requirements specified in Section 2(b) above, Counterparty shall not be required to issue any further notices or make any further demands with respect to the Overdue Obligation(s) specified in that Payment Demand, and Guarantor shall be required to make payment with respect to the Overdue Obligation(s) specified in that Payment Demand within five (5) Business Days after Guarantor receives such demand. As used herein, the term “**Business Day**” shall mean all weekdays (*i.e.*, Monday through Friday) other than any weekdays during which commercial banks or financial institutions are authorized to be closed to the public in the State of Florida or the State of New York.

3. REPRESENTATIONS AND WARRANTIES. Guarantor represents and warrants that:

- (a) it is a corporation duly organized and validly existing under the laws of the State of Florida and has the corporate power and authority to execute, deliver and carry out the terms and provisions of the Guaranty;
- (b) no authorization, approval, consent or order of, or registration or filing with, any court or other governmental body having jurisdiction over Guarantor is required on the part of Guarantor for the execution, delivery and performance of this Guaranty; and
- (c) this Guaranty constitutes a valid and legally binding agreement of Guarantor, enforceable against Guarantor in accordance with the terms hereof, except as the enforceability thereof may be limited by the effect of any applicable bankruptcy, insolvency, reorganization, moratorium or similar laws affecting creditors' rights generally and by general principles of equity.

4. RESERVATION OF CERTAIN DEFENSES. Without limiting Guarantor's own defenses and rights hereunder, Guarantor reserves to itself all rights, setoffs, counterclaims and other defenses to which Obligor is or may be entitled arising from or out of the Agreement, except for defenses (if any) based upon the bankruptcy, insolvency, dissolution or liquidation of Obligor or any lack of power or authority of Obligor to enter into and/or perform the Agreement.

5. AMENDMENT OF GUARANTY. No term or provision of this Guaranty shall be amended, modified, altered, waived or supplemented except in a writing signed by Guarantor and Counterparty.

6. WAIVERS AND CONSENTS. Subject to and in accordance with the terms and provisions of this Guaranty:

- (a) Except as required in Section 2 above, Guarantor hereby waives (i) notice of acceptance of this Guaranty; (ii) presentment and demand concerning the liabilities of Guarantor; and (iii) any right to require that any action or proceeding be brought against Obligor or any other person, or to require that Counterparty seek enforcement of any performance against Obligor or any other person, prior to any action against Guarantor under the terms hereof.
- (b) No delay by Counterparty in the exercise of (or failure by Counterparty to exercise) any rights hereunder shall operate as a waiver of such rights, a waiver of any other rights or a release of Guarantor from its obligations hereunder (with the understanding, however, that the foregoing shall not be deemed to constitute a waiver by Guarantor of any rights or defenses which Guarantor may at any time have pursuant to or in connection with any applicable statutes of limitation).
- (c) Without notice to or the consent of Guarantor, and without impairing or releasing Guarantor's obligations under this Guaranty, Counterparty may: (i) change the manner, place or terms for payment of all or any of the Obligations (including renewals, extensions or other alterations of the Obligations); (ii) release any person (other than Obligor or Guarantor) from liability for payment

of all or any of the Obligations; or (iii) receive, substitute, surrender, exchange or release any collateral or other security for any or all of the Obligations.

7. REINSTATEMENT. Guarantor agrees that this Guaranty shall continue to be effective or shall be reinstated, as the case may be, if all or any part of any payment made hereunder is at any time avoided or rescinded or must otherwise be restored or repaid by Counterparty as a result of the bankruptcy or insolvency of Obligor, all as though such payments had not been made.

8. TERMINATION. Guarantor may terminate this Guaranty by providing a written termination notice to Counterparty specifying the date upon which such termination will take effect (*provided* that no such termination shall take effect prior to 5:00 p.m. (Eastern Prevailing Time) on the fifth (5th) Business Day after the termination notice has been delivered to Counterparty in accordance with *Section 9* hereof). Upon the effectiveness of such termination, Guarantor shall have no further liability hereunder, except as may pertain pursuant to the last sentence of this paragraph. No such termination shall affect Guarantor's liability with respect to any Obligation incurred prior to the time such termination is effective, which Obligation shall remain subject to this Guaranty.

Unless terminated earlier, this Guaranty and the Guarantor's obligations hereunder shall remain in effect until, and will terminate automatically and immediately at, 11:59:59 Eastern Prevailing Time [REDACTED], 20__]; *provided, however*, that no such termination shall affect Guarantor's liability with respect to any Obligation incurred prior to the time the termination is effective, which Obligation shall remain subject to this Guaranty.

9. NOTICE. Any Payment Demand, notice, request, instruction, correspondence or other document to be given hereunder (herein collectively called "**Notice**") by Counterparty to Guarantor, or by Guarantor to Counterparty, as applicable, shall be in writing and may be delivered either by (i) U.S. certified mail with postage prepaid and return receipt requested, or (ii) recognized nationwide courier service with delivery receipt requested, in either case to be delivered to the following address (or to such other U.S. address as may be specified via Notice provided by Guarantor or Counterparty, as applicable, to the other in accordance with the requirements of this *Section 9*):

<u>TO GUARANTOR:</u> *	<u>TO COUNTERPARTY:</u>
NEXTERA ENERGY CAPITAL HOLDINGS, INC. 700 Universe Blvd. Juno Beach, Florida 33408 <i>Attn:</i> Treasurer	_____ _____ _____ <i>Attn:</i> _____
<i>[Tel: (561) 694-6204 -- for use in connection with courier deliveries]</i>	<i>[Tel: (____) ____-____ -- for use in connection with courier deliveries]</i>

* (*NOTE: Copies of any Notices to Guarantor under this Guaranty shall also be sent via facsimile to ATTN: Contracts Group, Legal, Fax No. (561) 625-7504 and ATTN: Credit Department, Fax No. (561) 625-7642. However, such facsimile transmissions shall not be deemed effective for delivery purposes under this Guaranty.*)

Any Notice given in accordance with this *Section 9* will (i) if delivered during the recipient's normal business hours on any given Business Day, be deemed received by the designated recipient on such date, and (ii) if not delivered during the recipient's normal business hours on any given Business Day, be deemed received by the designated recipient at the start of the recipient's normal business hours on the next Business Day after such delivery.

10. MISCELLANEOUS.

- (a) This Guaranty shall in all respects be governed by, and construed in accordance with, the law of the State of New York, without regard to principles of conflicts of laws thereunder (other than Sections 5-1401 and 5-1402 of the New York General Obligations Law).
- (b) This Guaranty shall be binding upon Guarantor and its successors and permitted assigns and inure to the benefit of and be enforceable by Counterparty and its successors and permitted assigns. Guarantor may not assign this Guaranty in part or in whole without the prior written consent of Counterparty. Counterparty may not assign its rights or benefits under this Guaranty in part or in whole without the prior written consent of Guarantor.
- (c) This Guaranty embodies the entire agreement and understanding between Guarantor and Counterparty and supersedes all prior agreements and understandings relating to the subject matter hereof.
- (d) The headings in this Guaranty are for purposes of reference only, and shall not affect the meaning hereof. Words importing the singular number hereunder shall include the plural number and vice versa, and any pronouns used herein shall be deemed to cover all genders. The term "person" as used herein means any individual, corporation, partnership, joint venture, limited liability company, association, joint-stock company, trust, unincorporated association, or government (or any agency or political subdivision thereof).
- (e) Wherever possible, any provision in this Guaranty which is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective only to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof, and any such prohibition or unenforceability in any one jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction.
- (f) The validity, interpretation, and performance of this Guaranty shall be governed by and performed in accordance with the laws of the State of New York, and without regard to principles of conflicts of law. With respect to any suit, action or proceedings relating to this Agreement ("Proceedings"), each Party irrevocably (i) submits to the exclusive jurisdiction of the United States District Court located in St. Louis, and if such court refuses jurisdiction, then the courts of the State of Missouri sitting in St. Louis and (ii) waives any objection which it may have at any time to the laying of venue of any Proceedings brought in any such court, waives any claim that such Proceedings have been brought in an inconvenient forum and further waives the right to object, with respect to such Proceedings, that such court does not have any jurisdiction over such Party.
- (g) COUNTERPARTY (BY ITS ACCEPTANCE OF THIS GUARANTY) AND GUARANTOR EACH HEREBY IRREVOCABLY, INTENTIONALLY AND VOLUNTARILY WAIVES THE RIGHT TO TRIAL BY JURY WITH RESPECT TO ANY LEGAL PROCEEDING BASED ON, OR ARISING OUT OF, UNDER OR IN CONNECTION WITH, THIS GUARANTY OR THE AGREEMENT, OR ANY COURSE OF CONDUCT, COURSE OF DEALING, STATEMENTS (WHETHER VERBAL OR WRITTEN) OR ACTIONS OF ANY PERSON RELATING HERETO OR THERETO. THIS PROVISION IS A MATERIAL INDUCEMENT TO GUARANTOR'S EXECUTION AND DELIVERY OF THIS GUARANTY.

* * *

IN WITNESS WHEREOF, the Guarantor has executed this Guaranty on , 20 ,
but it is effective as of the Effective Date.

NEXTERA ENERGY CAPITAL HOLDINGS, INC.

By: _____

Name: _____

Title: _____