

Citibank,N.A.

DATE : JAN. 09, 2023

IRREVOCABLE STANDBY LETTER OF CREDIT NO. 69627215

ISSUING BANK:

CITIBANK, N.A.
3800 CITIBANK CENTER BUILDING B, 1ST FLOOR,
TAMPA FL, 33610
ATTN: U.S. STANDBY TRADE UNIT
PH: 1-866-945-6284
FAX: 1-609-681-2734
SWIFT: CITIUS33

BENEFICIARY

TOWN OF FLORIDA
214 FORT HUNTER RD
AMSTERDAM, NY 12010
ATTENTION: TOWN SUPERVISOR

APPLICANT:

NEXTERA ENERGY CAPITAL HOLDINGS
ON BEHALF OF HIGH RIVER ENERGY CENTER, LLC
(A SUBSIDIARY OF NEXTERA ENERGY CAPITAL HOLDINGS)
700 UNIVERSE BOULEVARD,
JUNO BEACH, FLORIDA 33408
EMAIL: CREDITMAILBOX(AT)FPL.COM

SIR'S/MADAME'S:

WE HEREBY ESTABLISH IN FAVOR OF BENEFICIARY (SOMETIMES ALTERNATIVELY REFERRED TO HEREIN AS "YOU") THIS IRREVOCABLE STANDBY LETTER OF CREDIT NO. 69627215 (THE "LETTER OF CREDIT") FOR THE ACCOUNT OF NEXTERA ENERGY CAPITAL HOLDINGS, INC. ON BEHALF OF HIGH RIVER ENERGY CENTRE, LLC (A SUBSIDIARY OF NEXTERA ENERGY CAPITAL HOLDINGS), LOCATED AT 700 UNIVERSE BOULEVARD, JUNO BEACH, FLORIDA 33408 ("ACCOUNT PARTIES"), EFFECTIVE IMMEDIATELY AND EXPIRING ON THE DATE DETERMINED AS SPECIFIED IN NUMBERED PARAGRAPH 5 BELOW.

WE HAVE BEEN INFORMED THAT THIS LETTER OF CREDIT IS ISSUED PURSUANT TO THE TERMS OF THAT CERTAIN DECOMMISSIONING AGREEMENT DATED 12/09/22.

1. STATED AMOUNT. THE MAXIMUM AMOUNT AVAILABLE FOR DRAWING BY YOU UNDER THIS LETTER OF CREDIT SHALL BE USD 8,119,420.00 (EIGHT MILLION ONE HUNDRED NINETEEN THOUSAND FOUR HUNDRED TWENTY AND 00/100 UNITED STATES DOLLARS) (SUCH MAXIMUM AMOUNT REFERRED TO AS THE "STATED AMOUNT").

2. DRAWINGS. A DRAWING HEREUNDER MAY BE MADE BY YOU ON ANY BUSINESS DAY ON OR PRIOR TO THE DATE THIS LETTER OF CREDIT EXPIRES BY DELIVERING TO CITIBANK, N.A., AT ANY TIME DURING ITS BUSINESS HOURS ON SUCH BUSINESS DAY, AT 3800 CITIBANK CENTER BUILDING B, 1ST FLOOR, TAMPA FL, 33610, ATTN: U.S. STANDBY TRADE UNIT, (OR AT SUCH OTHER ADDRESS AS MAY BE DESIGNATED BY WRITTEN NOTICE DELIVERED TO YOU AS CONTEMPLATED BY NUMBERED PARAGRAPH 8 HEREOF), A COPY OF THIS LETTER OF CREDIT TOGETHER WITH (I) A DRAW

Citibank,N.A.

CERTIFICATE EXECUTED BY AN AUTHORIZED PERSON IN THE FORM OF ATTACHMENT A HERETO (THE "DRAW CERTIFICATE"), APPROPRIATELY COMPLETED AND SIGNED BY YOUR AUTHORIZED OFFICER (SIGNING AS SUCH) AND (II) YOUR DRAFT IN THE FORM OF ATTACHMENT B HERETO (THE "DRAFT"), APPROPRIATELY COMPLETED AND SIGNED BY YOUR AUTHORIZED OFFICER (SIGNED AS SUCH). PARTIAL DRAWINGS AND MULTIPLE PRESENTATIONS MAY BE MADE UNDER THIS LETTER OF CREDIT. DRAW CERTIFICATES AND DRAFTS UNDER THIS LETTER OF CREDIT MAY BE PRESENTED BY BENEFICIARY BY MEANS OF FACSIMILE TO OUR FAX NO. 1-609-681-2734 OR ORIGINAL DOCUMENTS SENT BY OVERNIGHT DELIVERY OR COURIER TO CITIBANK, N.A AT OUR ADDRESS SET FORTH ABOVE, ATTENTION: U.S. STANDBY TRADE UNIT (OR AT SUCH OTHER ADDRESS AS MAY BE DESIGNATED BY WRITTEN NOTICE DELIVERED TO YOU AS CONTEMPLATED BY NUMBERED PARAGRAPH 8 BELOW). IF PRESENTATION IS MADE BY FACSIMILE TRANSMISSION, YOU MUST CONTACT US AT 1-866-945-6284 TO CONFIRM OUR RECEIPT OF THE TRANSMISSION. IN THE EVENT OF A PRESENTATION BY FACSIMILE TRANSMISSION, THE ORIGINAL OF SUCH DOCUMENTS NEED NOT BE SENT TO US.

3. TIME AND METHOD FOR PAYMENT. WE HEREBY AGREE TO HONOR A DRAWING HEREUNDER MADE IN COMPLIANCE WITH THIS LETTER OF CREDIT BY TRANSFERRING IN IMMEDIATELY AVAILABLE FUNDS THE AMOUNT SPECIFIED IN THE DRAFT DELIVERED TO US IN CONNECTION WITH SUCH DRAWING TO SUCH ACCOUNT AT SUCH BANK IN THE UNITED STATES AS YOU MAY SPECIFY IN YOUR DRAW CERTIFICATE. IF THE DRAW CERTIFICATE IS PRESENTED TO US AT SUCH ADDRESS BY 12:00 NOON, (EASTERN STANDARD TIME) ON ANY BUSINESS DAY, PAYMENT WILL BE MADE NOT LATER THAN OUR CLOSE OF BUSINESS ON THIRD SUCCEEDING BUSINESS DAY AND IF SUCH DRAW CERTIFICATE IS SO PRESENTED TO US AFTER 12:00 NOON, (EASTERN STANDARD TIME) TIME ON ANY BUSINESS DAY, PAYMENT WILL BE MADE ON THE FOURTH SUCCEEDING BUSINESS DAY. IN CLARIFICATION, WE AGREE TO HONOR THE DRAW CERTIFICATE AS SPECIFIED IN THE PRECEDING SENTENCES, WITHOUT REGARD TO THE TRUTH OR FALSITY OF THE ASSERTIONS MADE THEREIN.

4. NON-CONFORMING DEMANDS. IF A DEMAND FOR PAYMENT MADE BY YOU HEREUNDER DOES NOT, IN ANY INSTANCE, CONFORM TO THE TERMS AND CONDITIONS OF THIS LETTER OF CREDIT, WE SHALL GIVE YOU NOTICE WITHIN THE PERIOD AS STATED UNDER PARAGRAPH NUMBER 3 THAT THE DEMAND FOR PAYMENT WAS NOT EFFECTUATED IN ACCORDANCE WITH THE TERMS AND CONDITIONS OF THIS LETTER OF CREDIT, STATING THE REASONS THEREFOR AND THAT WE WILL UPON YOUR INSTRUCTIONS HOLD ANY DOCUMENTS AT YOUR DISPOSAL OR RETURN THE SAME TO YOU. UPON BEING NOTIFIED THAT THE DEMAND FOR PAYMENT WAS NOT EFFECTUATED IN CONFORMITY WITH THIS LETTER OF CREDIT, YOU MAY CORRECT ANY SUCH NON-CONFORMING DEMAND AND RE-SUBMIT ON OR BEFORE THE THEN CURRENT EXPIRY DATE.

5. EXPIRATION, INITIAL PERIOD AND AUTOMATIC EXTENSION. THE INITIAL PERIOD OF THIS LETTER OF CREDIT SHALL TERMINATE ON JANUARY 06, 2024 (THE "INITIAL EXPIRATION DATE"). THE LETTER OF CREDIT SHALL BE AUTOMATICALLY EXTENDED WITHOUT AMENDMENT FOR ONE (1) YEAR PERIODS FROM THE INITIAL EXPIRATION DATE OR ANY FUTURE EXPIRATION DATE, UNLESS AT LEAST SIXTY (60) DAYS PRIOR TO ANY SUCH EXPIRATION DATE WE SEND YOU NOTICE BY REGISTERED MAIL OR COURIER AT YOUR ADDRESS FIRST SHOWN (OR SUCH OTHER ADDRESS AS MAY BE DESIGNATED BY YOU AS CONTEMPLATED BY NUMBERED PARAGRAPH 8) THAT WE ELECT NOT TO CONSIDER THIS LETTER OF CREDIT EXTENDED FOR ANY SUCH ADDITIONAL ONE YEAR PERIOD. NOTWITHSTANDING THE FOREGOING EXTENSION PROVISION, THIS LETTER OF CREDIT SHALL AUTOMATICALLY EXPIRE AT THE CLOSE OF BUSINESS ON THE DATE ON WHICH WE RECEIVE A CANCELLATION CERTIFICATE IN THE FORM OF ATTACHMENT C HERETO EXECUTED BY YOUR AUTHORIZED OFFICER AND

Citibank, N.A.

SENT ALONG WITH THE ORIGINAL OF THIS LETTER OF CREDIT AND ALL AMENDMENTS (IF ANY). UPON RECEIPT BY YOU OF SUCH NOTICE OF NON-EXTENSION, YOU MAY DRAW HEREUNDER UP TO THE AVAILABLE AMOUNT, ON OR BEFORE THE THEN CURRENT EXPIRY DATE, AGAINST PRESENTATION TO US OF YOUR DRAFT IN THE FORM OF ATTACHMENT B HERETO (THE "DRAFT"), APPROPRIATELY COMPLETED AND SIGNED BY YOUR AUTHORIZED OFFICER (SIGNED AS SUCH).

6. BUSINESS DAY. AS USED HEREIN, "BUSINESS DAY" SHALL MEAN ANY DAY ON WHICH COMMERCIAL BANKS ARE NOT AUTHORIZED OR REQUIRED TO CLOSE IN THE STATE OF NEW YORK, AND INTER-BANK PAYMENTS CAN BE EFFECTED ON THE FEDWIRE SYSTEM.

7. GOVERNING LAW. THIS LETTER OF CREDIT IS GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH THE INTERNATIONAL STANDBY PRACTICES, ICC PUBLICATION NO. 590 (THE "ISP98"), AND AS TO MATTERS NOT ADDRESSED IN ISP98, BY THE LAWS OF THE STATE OF NEW YORK.

8. NOTICES. ALL COMMUNICATIONS TO YOU IN RESPECT OF THIS LETTER OF CREDIT SHALL BE IN WRITING AND SHALL BE DELIVERED TO THE ADDRESS FIRST SHOWN FOR YOU ABOVE OR SUCH OTHER ADDRESS AS MAY FROM TIME TO TIME BE DESIGNATED BY YOU IN A WRITTEN NOTICE TO US. ALL DOCUMENTS TO BE PRESENTED TO US HEREUNDER AND ALL OTHER COMMUNICATIONS TO US IN RESPECT OF THIS LETTER OF CREDIT, WHICH OTHER COMMUNICATIONS SHALL BE IN WRITING, SHALL BE DELIVERED TO THE ADDRESS FOR US INDICATED ABOVE, OR SUCH OTHER ADDRESS AS MAY FROM TIME TO TIME BE DESIGNATED BY US IN A WRITTEN NOTICE TO YOU.

9. IRREVOCABILITY. THIS LETTER OF CREDIT IS IRREVOCABLE.

10. BANKRUPTCY. THIS LETTER OF CREDIT AND THE PROCEEDS THEREOF SHALL NOT BE SUBJECT TO ANY CLAIMS OR ENCUMBRANCES OF SECURED OR UNSECURED CREDITORS OF THE APPLICANT AND SHALL NOT BE CONSIDERED TO BE PROPERTY OF THE ESTATE OF THE APPLICANT INVOLVING A BANKRUPTCY OR INSOLVENCY OF THE APPLICANT.

11. COMPLETE AGREEMENT. THIS LETTER OF CREDIT SETS FORTH IN FULL OUR UNDERTAKING, AND SUCH UNDERTAKING SHALL NOT IN ANY WAY BE MODIFIED, AMENDED, AMPLIFIED OR LIMITED BY REFERENCE TO ANY DOCUMENT, INSTRUMENT OR AGREEMENT REFERRED TO HEREIN, EXCEPT FOR THE ISP98 AND ATTACHMENT A, ATTACHMENT B AND ATTACHMENT C HERETO AND THE NOTICES REFERRED TO HEREIN AND ANY SUCH REFERENCE SHALL NOT BE DEEMED TO INCORPORATE HEREIN BY REFERENCE ANY DOCUMENT, INSTRUMENT OR AGREEMENT EXCEPT AS SET FORTH ABOVE.

John

AUTHORIZED SIGNATURE(S).
CITIBANK, N.A.

DATE : JAN. 09, 2023

ATTACHMENT A

FORM OF DRAW CERTIFICATE

TO:
CITIBANK, N.A.
3800 CITIBANK CENTER BUILDING B, 1ST FLOOR,
TAMPA FL, 33610
ATTN: U.S. STANDBY TRADE UNIT

THE UNDERSIGNED HEREBY CERTIFIES TO CITIBANK, N.A. ("ISSUER"), WITH
REFERENCE TO IRREVOCABLE LETTER OF CREDIT NO. 69627215 (THE "LETTER OF
CREDIT") ISSUED BY ISSUER IN FAVOR OF THE UNDERSIGNED ("BENEFICIARY"),
AS FOLLOWS:

(1) THE UNDERSIGNED IS THE OF BENEFICIARY AND IS
DULY AUTHORIZED BY BENEFICIARY TO EXECUTE AND DELIVER THIS CERTIFICATE ON
BEHALF OF BENEFICIARY.

(2) BENEFICIARY HEREBY MAKES DEMAND AGAINST THE LETTER OF CREDIT BY
BENEFICIARY'S PRESENTATION OF THE DRAFT ACCOMPANYING THIS CERTIFICATE, FOR
PAYMENT OF U.S. DOLLARS
(USD.), WHICH AMOUNT, WHEN AGGREGATED TOGETHER WITH ANY
ADDITIONAL AMOUNT THAT HAS NOT BEEN DRAWN UNDER THE LETTER OF CREDIT, IS
NOT IN EXCESS OF THE STATED AMOUNT (AS IN EFFECT OF THE DATE HEREOF).

(3) THE REASONS FOR A DRAWING BY BENEFICIARY ARE PURSUANT TO (DESCRIBE THE
DRAW CONDITIONS FROM THE UNDERLYING AGREEMENT).

(4) YOU ARE HEREBY DIRECTED TO MAKE PAYMENT OF THE REQUESTED DRAWING TO:
(INSERT WIRE INSTRUCTIONS)

BENEFICIARY NAME AND ADDRESS:

BY:
TITLE:
DATE:

(5) CAPITALIZED TERMS USED HEREIN AND NOT OTHERWISE DEFINED
HEREIN SHALL HAVE THE RESPECTIVE MEANINGS SET FORTH IN THE LETTER OF
CREDIT.

(BENEFICIARY)

BY:
TITLE:
DATE:

Citibank,N.A.

A handwritten signature in black ink, appearing to read "J. H. Man". The signature is fluid and cursive, with a large initial "J" and a stylized "H".

AUTHORIZED SIGNATURE(S).
CITIBANK, N.A.

Citibank,N.A.

DATE : JAN. 09, 2023

ATTACHMENT B

DRAWING UNDER IRREVOCABLE LETTER OF CREDIT NO. 69627215

TO:
CITIBANK, N.A.
3800 CITIBANK CENTER BUILDING B, 1ST FLOOR,
TAMPA FL, 33610
ATTN: U.S. STANDBY TRADE UNIT

DATE:

PAY TO: (BENEFICIARY)

U.S.D

FOR VALUE RECEIVED AND CHARGE TO THE ACCOUNT OF LETTER OF CREDIT NO. . . .
.....

(BENEFICIARY)

BY:

TITLE:

DATE:



AUTHORIZED SIGNATURE(S).
CITIBANK, N.A.

DATE : JAN. 09, 2023

ATTACHMENT C

CANCELLATION CERTIFICATE

TO:
CITIBANK, N.A.
3800 CITIBANK CENTER BUILDING B, 1ST FLOOR,
TAMPA FL, 33610
ATTN: U.S. STANDBY TRADE UNIT

IRREVOCABLE LETTER OF CREDIT NO. 69627215

THE UNDERSIGNED, BEING AUTHORIZED BY THE UNDERSIGNED ("BENEFICIARY"),
HEREBY CERTIFIES ON BEHALF OF BENEFICIARY TO CITIBANK, N.A. ("ISSUER"),
WITH REFERENCE TO IRREVOCABLE LETTER OF CREDIT NO. 69627215 ISSUED BY
ISSUER TO BENEFICIARY (THE "LETTER OF CREDIT"), THAT ALL OBLIGATIONS OF
(PROJECT ENTITY), UNDER THE (DESCRIBE THE UNDERLYING AGREEMENT WHICH
REQUIRES THIS LC) HAVE BEEN FULFILLED.

PURSUANT TO SECTION 5 THEREOF, THE LETTER OF CREDIT SHALL EXPIRE UPON
ISSUER'S RECEIPT OF THIS CERTIFICATE.

CAPITALIZED TERMS USED HEREIN AND NOT OTHERWISE DEFINED HEREIN SHALL HAVE
THE RESPECTIVE MEANINGS SET FORTH IN THE LETTER OF CREDIT.

(BENEFICIARY)

BY:

TITLE:

DATE:



AUTHORIZED SIGNATURE(S).
CITIBANK, N.A.