

APPENDIX D  
ANTITRUST CONDITIONS  
LICENSE NO. NPF-16

I. With regard to Clay County Electric Cooperative, Inc., Florida Keys Electric Cooperative, Inc., Glades Electric Cooperative, Inc., Lee County Electric Cooperative, Inc., Okefenokee Rural Electric Membership Cooperative, Inc., Peace River Electric Cooperative, Inc., and Suwannee Valley Electric Cooperative, Inc. 1/ and the municipalities of New Smyrna Beach and Homestead:

(a) Florida Power & Light Company (Company) will offer each the opportunity to purchase, at the Company's costs, a reasonable ownership share (hereafter, "Participant's Share") of the St. Lucie Plant Unit No. 2 (the facility).

The "Company's costs" will include all costs associated with development, construction and operation of the facility, determined in accordance with the Federal Power Commission's Uniform System of Accounts.

"Purchase" means payment, within a reasonable time, of participant's share of the Company's costs incurred through date of acceptance of the offer, and, thereafter, regular payments of the participant's share of all costs incurred during development, construction and operation of the facility.

(b) Participant will notify the Company of its acceptance to participate in St. Lucie Plant Unit No. 2 within a reasonable time after receipt of the offer.

(c) The Company may retain complete control and act for the other participants with respect to the design, engineering, construction, operation and maintenance of St. Lucie Plant Unit No. 2, and may make all decisions relevant thereto, insofar as they deal with the relationship between the Company and the other participants, including, but not limited to, decisions regarding adherence to the Commission's health, safety and environmental regulations, changes in construction schedule, modification or cancellation of the project, and operation at such time and at such capacity levels as it deems proper, all without the consent of any participant.

II. The Company shall facilitate the delivery of each participant's share of the output of the facility to that participant, on terms which are reasonable and will fully compensate it for the use of its facilities,

1/Two or more of the referred-to cooperatives may determine to aggregate their entitlements from the St. Lucie Plant Unit No. 2 through a single representative. In such event, the Company shall allocate the delivery of said entitlements as designated by the representative to one or more existing or mutually agreeable Florida Power & Light Company delivery points on the combined system provided that such delivery is technically feasible.

to the extent that subject arrangements reasonably can be accommodated from a functional and technical standpoint.

- III. The Company shall not refuse to operate in parallel to the extent that it is technically feasible to do so with the participants and shall provide emergency and maintenance power to participants as required when such power is or can be made available without jeopardizing power supply to the Company's customers or its other power supply commitments. A separate rate schedule(s) shall be established for such emergency and maintenance power exchanges.
- IV. At a time when the Company plans for the next nuclear generating unit to be constructed after St. Lucie Plant Unit No. 2 has reached the stage of serious planning, but before firm decisions have been made as to the size and desired completion date of the proposed nuclear unit, the Company will notify all non-affiliated utility systems with peak loads smaller than the Company's which serve either at wholesale or at retail adjacent to areas served by the Company that the Company plans to construct such nuclear facility.
- V. It is recognized that the foregoing conditions are to be implemented in a manner consistent with the provisions of the Federal Power Act and all rates, charges or practices in connection therewith are to be subject to the approval of regulatory agencies having jurisdiction over them.