



**FPL**

Florida Power & Light Company, 700 Universe Boulevard, P.O. Box 14000, Juno Beach, FL 33406-0420

**APR 28 2009**

L-2009-104  
10 CFR 2.206

U. S. Nuclear Regulatory Commission  
Attn: Mr. Jason C. Paige  
NRR Project Manager  
Washington, DC 20555

Re: Florida Power and Light Company  
Turkey Point Units 3 and 4  
Docket Nos. 50-250, 50-251

Florida Power & Light Company's Response to Request for Information  
Regarding Mr. Thomas Saporito's January 11, 2009, 2.206 Petition

Reference: (1) Letter from NRC (McGinty) to Florida Power & Light Co. ("FPL")  
(Blair), "Turkey Point Units 3 and 4 - Request for Information  
Regarding Mr. Thomas Saporito's January 11, 2009, 2.206 Petition  
(TAC Nos. ME0759 and ME0760)," dated April 22, 2009 (ML091100274)

In Reference 1, NRC requested FPL to provide a copy of a blank Retention Bonus Agreement similar to the one referred to in a March 12, 2009 Miami-Herald article which was provided to NRC by Thomas Saporito as part of Saporito's January 11, 2009 2.206 petition.

The requested blank Retention Bonus Agreement is provided with this letter.

Please contact Mitchell S. Ross, Vice President and Associate General Counsel, at (561) 691-7126 if you any further questions regarding this matter.

Very truly yours,

Robert J. Hughes  
Director, Licensing and Performance Improvement

Enclosure

ENCLOSURE

## RETENTION BONUS AGREEMENT

This Retention Bonus Agreement (“Agreement”), made as of this xxth day of Month, Year (the “Effective Date”), is entered into by and between Name, Personnel No. xxxxx (“Employee”), and Florida Power & Light Company (“Company”). Employee and Company are collectively referred to herein as the “Parties.”

THEREFORE, in consideration of all mutual promises contained herein and for other good and valuable consideration the receipt and sufficiency of which is acknowledged by the Parties, the Parties agree as follows:

### **1. Retention Bonus**

a. Subject to the terms of this Agreement, Company will advance to Employee a Retention Bonus (“Bonus”) totaling \$xx,000.00, minus applicable withholding deductions. In order to earn and accrue this Bonus, Employee must remain an employee of Company, in good standing, from the Effective Date continuously through Month Day Year (the “Accrual Date”). The Bonus described herein is subject to Employee’s repayment obligations and Company’s rights under the remaining paragraphs of this Agreement.

b. It is understood and agreed that the Retention Bonus is designed and intended to encourage Employee to remain employed with Company through at least the Accrual Date. It is the express intent of the Parties that the Bonus shall not accrue on a pro-rata basis but shall instead vest in its entirety on the Accrual Date, provided Employee remains continuously employed in good standing with Company through that date.

c. Except as otherwise provided in Section 2, below, Employee’s failure to remain employed with Company through the Accrual Date shall subject Employee to the repayment obligations set forth in this Agreement. Any repayment amounts that Employee owes Company under this Agreement will be immediately due and payable in cash, as more fully set forth in Section 1.d, below.

d. Employee hereby agrees that Company may deduct, and expressly authorizes Company or any other Related Entities, as defined below in Section 2.c, to deduct any and all such amounts due under this Agreement, to the maximum extent permitted by applicable law, from Employee’s wages or any other amounts due Employee (including, but not limited to vacation pay and expense account reimbursement). Employee shall remain obligated to repay to Company any additional unpaid amounts due and owing to Company in excess of any such deduction(s).

2. **Exceptions to Repayment of Bonus**

a. **Continued Employment**

The requirement for continued employment with Company through the Accrual Date will be waived if:

- (1) the VP of Business Unit, in his/her sole discretion, approves in writing Employee's transfer to a Related Entity (as defined below); or
- (2) Employee's employment with Company is terminated by Company for any reason other than for Cause, as defined below, prior to the Accrual Date.

b. **Cause Defined**

As used in this Agreement, "Cause" to involuntarily terminate Employee's employment shall exist if Employee: (a) engages in one or more acts constituting a felony or involving fraud or serious moral turpitude, thefts, unethical business conduct or conduct that seriously impairs the reputation of Company; (b) willfully refuses (except by reason of incapacity due to accident or illness) to substantially perform his or her duties; (c) misappropriates assets of Company; (d) engages in gross or willful misconduct that is materially injurious to Company; (e) violates FPL Group, Inc.'s Code of Business Conduct & Ethics; (f) knowingly or grossly negligently engages in any misconduct, or knowingly or grossly negligently fails to prevent any misconduct, in each case that leads to the material noncompliance of Company with any financial reporting requirement under the Federal securities laws or causes Company to be required to prepare a material accounting restatement; (g) engages in one or more acts constituting a material violation of the Sarbanes-Oxley Act of 2002, as amended; (h) materially violates any policy or procedure of Company; (i) violates any federal, state, or local law applicable to Company; or (j) engages in conduct or activities that constitute disloyalty to Company.

c. **Related Entity Defined**

As used in this Agreement, "Related Entity" or "Related Entities" means FPL Group, Inc., Florida Power & Light Company, FPL Energy, LLC., FPL Energy Services, Inc., FPL FiberNet, LLC., FPL Group Capital, Inc., and any and all related companies and/or subsidiaries, and any of their parents, subsidiaries, affiliates, successors and assigns.

3. **Protective Covenants**

In consideration of the Bonus granted under this Agreement, Employee covenants and agrees as follows (such covenants, the "Protective Covenants"):

- a. During the period of Employee's employment with Company, and for a two-year period thereafter (such periods, together, the "Restricted Period"), Employee agrees not to (other than in

Employee's capacity as an employee of Company): (i) compete or attempt to compete for, or act as a broker or otherwise participate in, any projects in any Area where Company has, during the period of Employee's employment with Company, done any work or undertaken any development efforts; (ii) directly or indirectly solicit any of Company's customers, vendors, contractors, agents, or any other parties with which Company has an existing or prospective business relationship, for the benefit of Employee or for the benefit of any third party; (iii) accept consideration or negotiate or enter into agreements with parties described in the preceding clause (ii) for the benefit of Employee or any third party; or (iv) assist any person in any way to do, or attempt to do, anything prohibited by the foregoing clauses (i), (ii) and (iii). Notwithstanding anything to the contrary contained in this Agreement, Employee's passive ownership of less than an aggregate of 5% of any class of stock of a person engaged, directly or indirectly, in activities prohibited by the foregoing clauses (i) through (iv) will not result in a breach of this Section 3.a, provided that such stock is listed on a national securities exchange or is quoted on the National Market System of NASDAQ.

b. During the Restricted Period, Employee shall not, directly or indirectly, on behalf of Employee or for any other business, person or entity: (i) solicit, recruit or hire, any person (as an employee, consultant or otherwise) who is at such time, or who at any time during the six-month period prior to such solicitation or hiring had been, an employee of, or exclusive consultant then under contract with, Company; (ii) solicit, entice, induce or encourage, or attempt to solicit, entice, induce or encourage, any employee of Company to leave their employment with Company; or (iii) intentionally interfere with the relationship of Company with any person or entity who or which is employed by or otherwise engaged to perform services for, Company.

c. The Restricted Period shall be deemed automatically extended for a period equal to any period during which Employee is in violation of the provisions of this Section 3.

d. Employee shall not, at any time in the future and in any way, disparage Company, its Related Entities, or its current or former officers, directors, and employees, orally or in writing, or make any statements that may be derogatory or detrimental to Company's good name or business reputation or that of its Related Entities.

e. Employee acknowledges that Company would not have an adequate remedy at law for monetary damages if Employee breaches these Protective Covenants. Therefore, in addition to all remedies to which Company may be entitled for a breach or threatened breach of these Protective Covenants, including but not limited to monetary damages, Company will be entitled to specific enforcement of these Protective Covenants and to injunctive or other equitable relief as a remedy for a breach or threatened breach.

f. Both Employee and Company acknowledge and agree that the covenants and agreements contained in this Agreement are reasonable and are not more restrictive or broader than necessary to protect the interests of the Parties hereto, and would not achieve their intended purpose if they were on different terms or for periods of time shorter than the periods of time provided herein or applied in a more restrictive geographical Area than provided herein. If a final and non-appealable judicial determination is made that any of the provisions of this Section 3 constitutes an unreasonable or otherwise unenforceable restriction against Employee, the provisions of this Section 3 will not be rendered void but will be deemed to be modified to the minimum extent necessary to remain in force and effect for the greatest period and to the greatest extent that such court determines constitutes a reasonable restriction under the circumstances. Moreover, notwithstanding the fact that any provision of this Section 3 is determined not to be specifically enforceable, Company will nevertheless be entitled to recover monetary damages as a result of Employee's breach of such provision.

g. The term "Company," as used in this Section 3, shall include Company and all Related Entities.

h. For purposes of this Section 3, the term "Area" means those states where (i) Employee regularly performed services or had responsibilities for Company, or, based on his or her position with Company, has specific knowledge of existing Company projects or development efforts; (ii) Employee called on, communicated with, or had any contact with any specific prospective or existing customers or vendors; or (iii) Employee had management responsibilities.

i. Notwithstanding anything to the contrary contained in this Agreement, the terms of these Protective Covenants shall survive the termination of this Agreement and shall remain in effect.

#### 4. Effect Upon Employment

This Agreement shall not be construed as providing any right to Employee for continued employment with or by Company or any Related Entity and does not change the at-will nature of Employee's employment. Company retains the right to terminate Employee at any time with or without cause and with or without notice.

#### 5. Miscellaneous Provisions

a. This Agreement and all of Employee's rights, duties and obligations under this Agreement are personal in nature and shall not be assigned, delegated or otherwise disposed of by Employee.

b. This Agreement is confidential. Employee agrees that he or she will not disclose, publicize, or discuss any of the terms or conditions of this Agreement with anyone, except his or her spouse,

Retention Bonus Agreement

Page 4 of 6

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Employee

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Company

attorney, accountant, and/or Company's Human Resources designee. In the event Employee discloses this Agreement or any of its terms or conditions to his or her spouse, attorney, and/or accountant, it shall be Employee's duty to advise said individual(s) of the confidential nature of this Agreement; and direct them not to disclose, publicize, or discuss any of the terms or conditions of this Agreement with anyone else. If Employee discloses, publicizes, or discusses any of the terms or conditions of this Agreement with anyone, except Employee's spouse, attorney, accountant, manager or supervisor, and/or Company's Human Resources designee, this Agreement will be deemed null and void and Employee will be obligated to repay the Bonus to Company.

c. This Agreement embodies the entire agreement and understanding of the Parties hereto with regard to the matters described herein and supersedes any and all prior and/or contemporaneous agreements and understandings, oral or written, between said parties solely with regard to the subject matter of this Agreement. No person has any authority to make any representation or promise on behalf of any Party that is not set forth in this Agreement, and the Parties acknowledge that this Agreement has not been executed in reliance upon any representation or promise except those contained herein. However, this Agreement is in addition to any other agreements between the Parties not related to the matters discussed herein.

d. This Agreement may only be modified or amended in a writing signed by both Parties. Any Party's failure to enforce this Agreement in the event of a violation of one or more of the terms of this Agreement shall not constitute a waiver of any right to enforce this Agreement against subsequent violations.

e. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida without regard to conflicts of law provisions. In the event of any litigation, proceeding, or controversy (whether based on statute, common law, contract or tort) arising out of or relating to this Agreement, such litigation, proceeding, or controversy shall be brought only in the state courts of Palm Beach County, Florida, or the federal district courts in the Southern District of Florida, and each Party hereby submits to the jurisdiction of such courts for all purposes hereof. The Parties agree that any such litigation, proceeding, or controversy shall be heard by a judge and not a jury, and the Parties hereby expressly waive their right to a jury trial on any such litigation or proceeding.

