

RECIPROCAL ASSISTANCE AGREEMENT

This Reciprocal Assistance Agreement (the "Agreement"), dated as of September 9, 2014 (the "Effective Date"), is between Florida Power & Light Company, a Florida corporation with offices at 700 Universe Boulevard, Juno Beach, Florida 33408 ("FPL") and Pacific Gas and Electric Company, a California corporation with principal offices at 77 Beale Street, San Francisco, California 94105 ("PG&E"). FPL and PG&E are each referred to as a "Party" herein and, collectively, as the "Parties."

WHEREAS, the Parties are signatories of and Participating Companies under that Mutual Assistance Agreement developed by the Edison Electric Institute; and

WHEREAS, each Party recognizes that it may, from time to time, require assistance in the form of personnel, equipment and materials, from the other Party in anticipation of, or in response to emergency events; and

WHEREAS, the Parties wish to set forth their agreement to the terms that will govern the provision of such assistance by one Party to the other Party.

NOW, THEREFORE, in consideration of the mutual promises and covenants herein contained, the Parties hereby agree as follows:

I. DEFINITIONS

- a. REQUESTING COMPANY – The Party seeking assistance pursuant to this Agreement.
- b. RESPONDING COMPANY – The Party providing assistance to a Requesting Company pursuant to this Agreement.
- c. PERIOD OF ASSISTANCE – The period of time beginning with the departure of any personnel of the Responding Company from any point for the purpose of traveling to the Requesting Company including time to prepare its employees and equipment for transport and ending upon the return of all personnel of the Responding Company to their residence or place of work, whichever is first to occur. The Period of Assistance shall include, however, any portion of the trip to the Requesting Company or the return trip from the Requesting Company during

which the personnel of the Responding Company are engaged in a course of conduct reasonably necessary to their safe arrival or to the performance of the assistance required by the Requesting Company including any mandated DOT rest time and time required to repair and clean equipment in preparation for return to normal activities.

- d. AUTHORIZED REPRESENTATIVE – The employee of each Party designated to issue or receive requests for assistance to or from the other. The Authorized Representative for each Party shall be listed, along with contact information and information regarding any alternate designees, in Attachment A as may be modified from time to time.

II. PROCEDURE

In the event that a Party becomes a Requesting Company, the following procedure shall be followed:

- a. The Requesting Company shall contact the Authorized Representative of one or more of the Participating Companies and provide the following information:
 - i. a general description of the damage sustained or anticipated by the Requesting Company's system;
 - ii. the part of the electrical system for which assistance is needed, e.g., generation, transmission, substation or distribution;
 - iii. the amount and type of personnel, equipment, materials and supplies needed and a reasonable estimate of the length of time they will be needed;
 - iv. the present weather conditions and the forecast for the next twenty-four hours or longer; and
 - v. a specific time and place for a representative of the Requesting Company to meet the personnel and equipment of the Responding Company.
- b. When contacted by a Requesting Company, the Authorized Representative of a Party shall assess his or her utility's situation to determine whether it is capable of providing assistance. No Party shall be under any obligation to provide assistance to a Requesting Company. If the Authorized Representative determines that his or her

utility is capable of and willing to provide assistance, he or she shall so notify the Authorized Representative of the Requesting Company and provide the following information:

- i. a complete description of the type of personnel, equipment and materials to be furnished to the Requesting Company;
 - ii. the length of time the personnel, equipment and materials will be available;
 - iii. the name of the person or persons to be designated as supervisory personnel for purposes of the applicable event; and
 - iv. the estimated time when the assistance provided will arrive at the location designated by the Authorized Representative of the Requesting Company.
- c. The personnel and equipment of the Responding Company shall remain and shall follow safety and tagging rules of the Responding Company, at all times, under the direct supervision and control of the designated supervisory personnel of the Responding Company. Any conflict or inconsistency between the rules of the Responding Company and Requesting Company shall be resolved between respective supervisory personnel before the work that gave rise to the conflict or inconsistency is allowed to be performed.
- d. Representatives of the Requesting Company shall suggest work assignments and schedules for the personnel of the Responding Company; however, the designated supervisory personnel of the Responding Company shall have the exclusive responsibility and authority for assigning work and establishing work schedules for the personnel of the Responding Company.
- e. The designated supervisory personnel of the Responding Company shall maintain daily personnel time records, a log of equipment hours and supplies or material used to the extent requested by Requesting Company, be responsible for the operation and maintenance of the equipment furnished by the Responding Company, and report work progress to the Requesting Company.
- f. The Requesting Company is responsible for providing food and housing that is reasonable under the circumstances for the personnel of the Responding Company from the time of their arrival at the designated location to the time of their departure.

- g. Responding Company shall pay for all repairs on its equipment as determined by its supervisor(s) for maintaining such equipment in safe and operational condition. At the request of the Responding Company, fuels, miscellaneous supplies and minor repairs for the Responding Company's equipment during the period of assistance may be provided by the Requesting Company, if practicable.
- h. The Requesting Company shall have the responsibility of providing communications between the personnel of the Responding Company and the Requesting Company.
- i. During any period of time when the Responding Company is providing personnel to the Requesting Company, the Responding Company remains liable for injury to those personnel to the extent that it would be under the Responding Company's employment contract with its personnel, if applicable, and/or under applicable local, state and federal laws.
- j. To the extent possible, the Parties should reach a mutual understanding and agreement in advance on the anticipated length – in general – of the emergency assistance period. For extended assistance periods, the Parties should agree on the process for replacing or providing extra rest for the Responding Company's employees.
- k. It is understood and agreed that if, in the Responding Company's judgment, it is necessary to terminate the assistance the Responding Company may recall its employees, contractors and equipment by providing the Requesting Company as much notice as practicable under the circumstances. The Requesting Company will take the necessary action to return such employees, contractors and equipment promptly.

III. REIMBURSABLE EXPENSES

The terms and conditions governing reimbursement for any assistance provided under this Agreement shall be agreed to prior to the providing of such assistance and shall be in accordance with the following provisions:

- a. PERSONNEL - During the period of assistance, the Responding Company shall

continue to pay its employees according to its then prevailing rates, rules, regulations and contracts. The Requesting Company shall reimburse the Responding Company for all direct and indirect payroll costs and expenses incurred during the period of assistance, including, but not limited to, employee pensions and benefits as defined in Account No. 926 of the Uniform System of Accounts by the Federal Energy Regulatory Commission.

- b. **EQUIPMENT** - The Responding Company shall be reimbursed for the use of its equipment during the period of assistance according to the Responding Company's pre-established hourly and/or mileage rate. Also, the Requesting Company shall reimburse Responding Company for the repair or replacement cost of equipment damaged or lost during the period of assistance.
- c. **MATERIALS AND SUPPLIES** - The Responding Company shall be reimbursed for all materials and supplies furnished by it and used or damaged during the period of assistance, unless such damage is caused by negligence of the Responding Company's personnel. The measure of reimbursement shall be the replacement cost of the materials and supplies used or damaged, plus ten (10) percent of such cost. In the alternative, the parties may agree that the Requesting Company will replace, with a like kind and quality as determined by the Responding Company, the materials and supplies used or damaged.
- d. **TRAVEL EXPENSES** - The Responding Company shall be reimbursed for the reasonable expenses for the meals, lodging and travel (not included in paragraph III-D above) for the personnel while enroute to and from the Requesting Company's designated place.
- e. **PAYMENT** - Unless mutually agree otherwise, the Responding Company shall bill the Requesting Company for all reimbursable expenses not later than ninety (90) days following the period of assistance. The Requesting Company shall pay the bill in full not later than thirty (30) days following the billing date. Unpaid bills shall become delinquent upon the 31st day following the billing date and once delinquent shall accrue interest at the rate of twelve (12) percent per annum.

IV. INSURANCE

Each Party shall bear the risk of its own actions, as it does with its day-to-day operations, and determine for itself what kinds of insurance, and in what amounts, it should carry.

V. ANNUAL UPDATES

By March 31st of each year, each Party's Director of Emergency Preparedness (or equivalent) or such person's designee will contact the other Party's counterpart to confirm commitments and process requirements. The Parties will update the process set forth on Exhibit A hereto on an annual basis.

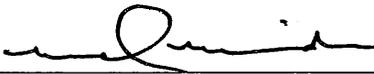
VI. MISCELLANEOUS

- a. In the event of any dispute arising out of or relating to services provided pursuant to this Agreement, such dispute shall be governed by, and this Agreement shall be interpreted, construed and enforced pursuant to and in accordance with the substantive laws of the state of the Responding Party, without regard to law governing choice of law. If a dispute develops, management representatives of the parties shall engage in good faith negotiations to resolve it. If the dispute is not resolved through negotiation within ninety (90) days after notice of the dispute given by one Party to the other, the Parties shall submit the dispute to binding arbitration. The Parties may, by agreement, select the arbitrator(s) and the rules governing the arbitration process. In the event the Parties cannot agree to the selection of the arbitrator(s) and the rules governing the arbitration process, either party may institute arbitration proceedings before the American Arbitration Association, which will conduct arbitration selection and proceedings according to its rules.

THE PARTIES TO THE CONTRACT HEREBY KNOWINGLY, VOLUNTARILY, AND INTENTIONALLY WAIVE ANY RIGHT THAT MAY EXIST TO HAVE A TRIAL BY JURY IN RESPECT OF ANY LITIGATION BASED UPON OR ARISING OUT OF, UNDER, OR IN ANY WAY CONNECTED WITH THIS AGREEMENT.

- b. In no event shall either Party, their respective affiliates, and their related officers, directors, members, employees and owners, be liable to the other Party for indirect, incidental or consequential damages, resulting from such Party's performance, nonperformance or delay in performance of its obligations under the Agreement.

Florida Power & Light Company

By: 

Name: MANNY MIRANDA

Title: VP, POWER DELIVERY

Pacific Gas and Electric Company

By: 

Name: Barry Anderson

Title: VP, Emergency Preparedness Response