

**Exhibit C.3**  
**NextEra Agreement to Transact**

**AGREEMENT TO TRANSACT**

**by and between**

**the South Carolina Department of Administration**

**as the Department,**

**and**

**NextEra Energy, Inc.,**

**as Participant**

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## **EXHIBITS**

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## AGREEMENT TO TRANSACT

THIS AGREEMENT TO TRANSACT (“**Agreement**”) is made and entered into as of February 8, 2020 (the “**Execution Date**”), by and between the South Carolina Department of Administration (the “**Department**”), and NextEra Energy, Inc., a Florida corporation (“**Participant**”). The Department and Participant are sometimes referred to individually as a “**Party**” and collectively as the “**Parties**”.

### RECITALS

WHEREAS, pursuant to that Joint Resolution (Act No. 95 of 2019) passed by the General Assembly of the State of South Carolina (the “**General Assembly**”) on May 21, 2019 and approved by the Governor of the State of South Carolina on May 22, 2019 (the “**Joint Resolution**”), the Department established a competitive bidding process as enumerated in that certain Process Letter, dated October 14, 2019, as amended by that certain Process Letter Addendum, dated November 15, 2019, (i) for the sale of some or all of the South Carolina Public Service Authority, a South Carolina body corporate and politic (“**Santee Cooper**”), (ii) to receive management proposals that do not involve a sale of Santee Cooper but that are designed to improve the efficiency and effectiveness of Santee Cooper’s electric operations and (iii) to invite Santee Cooper to submit a proposal for reform, restructuring and operational changes, all as specified in the Joint Resolution (collectively, the “**Process**”);

WHEREAS, the Department, as required by the Joint Resolution, will present recommendations of one sale proposal and one management proposal, as well as a recommendation for Santee Cooper’s proposal for reform, restructuring, and operational changes;

WHEREAS, Sections 9(A)(1) and 9(A)(2) of the Joint Resolution provide that the Department’s recommendations to the General Assembly in respect of the sale and management proposals must include a contract for each recommended bidder (i) obligating the bidder to comply with the terms of its proposal in the event such proposal is approved by the General Assembly and (ii) establishing penalties for failing to proceed with finalizing its proposal or failing to execute definitive agreements to implement its proposal, if such proposal is selected by the General Assembly;

WHEREAS, Section 9(A)(2) of the Joint Resolution further provides that such contract must include earnest money to be paid upon the recommendation of an entity being made to the Chairman of the Senate Finance Committee of the General Assembly and the Chairman of the House of Representatives Ways and Means Committee of the General Assembly;

WHEREAS, pursuant to the Process, Participant submitted to the Department a bid for sale, a copy of which, as of the date of this Agreement, is attached to this Agreement as Exhibit A (such attachment, as the same may be finalized by the Parties prior to the Recommendation Date (as defined below) in accordance with the terms of this Agreement, the “**Participant Bid**”), and may submit a management proposal, a copy of which, as of the date of this Agreement (if any), is attached to this Agreement as Exhibit B (such attachment, as the same may be finalized

by the Parties prior to the Recommendation Date (as defined below) in accordance with the terms of this Agreement, the “Participant Proposal”);

WHEREAS, certain terms of the Participant Bid and accompanying information are summarized for informational purposes only in the Participant Bid cover letter attached hereto as Exhibit D; and

WHEREAS, the Department and Participant acknowledge and agree that this Agreement is intended to satisfy and, as between the Department and Participant does satisfy, the purpose of the contract described in Sections 9(A)(1) and 9(A)(2) of the Joint Resolution.

NOW, THEREFORE, in consideration of the representations, warranties, covenants, and agreements contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

## ARTICLE I

### DEFINITIONS

Section 1.1. Definitions. As used in this Agreement, the following terms have the meanings specified in this Section 1.1:

“**Affiliate**” means, with respect to any Person, any other Person that directly, or indirectly through one or more intermediaries, controls, is controlled by, or is under common control with, such first Person. For purposes of this definition, “control”, “controlled by”, and “under common control with” mean the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of a Person, whether through the ownership of voting securities, as trustee or executor, as general partner or managing member, by contract or otherwise.

“**Agreement**” has the meaning set forth in the Preamble.

“**Amendment to the Central Coordination Agreement**” means an amendment to the Central Coordination Agreement reasonably necessary for Santee Cooper and Buyer Subsidiary (or other subsidiary of Participant) to enter into and perform the Management Proposal, as the same may be finalized in accordance with the terms and conditions of this Agreement.

“**Bid Execution**” has the meaning set forth in Section 3.1.

“**Bid Execution Date**” has the meaning set forth in Section 3.1.

“**Business Day**” means any day other than Saturday, Sunday, or any day on which banks in the State of South Carolina, the State of New York or the State of Florida are authorized by Law to close.

“**Buyer Subsidiary**” means a to-be-formed subsidiary of Participant that is formed for purposes of the transactions contemplated by this Agreement.

“**Central**” has the meaning set forth in the Draft APA or the Draft MSA, as applicable.

“**Central Coordination Agreement**” means the Power Systems Coordination and Integration Agreement dated December 31, 1980, as amended, between Santee Cooper and Central.

“**Central PPA**” means that certain draft power purchase agreement, including the versions of any exhibits, schedules or ancillary agreements thereto attached as Exhibit G to the Draft APA, all in the form attached as part of Exhibit A hereto.

“**Department**” has the meaning set forth in the Preamble.

“**Draft APA**” means that certain draft Asset Purchase Agreement, including the versions of any exhibits, schedules, and ancillary agreements thereto included as part of the Participant Bid, all as attached hereto as Exhibit A.

“**Draft MSA**” means that certain draft Management Services Agreement, including the versions of any appendices, annexes, exhibits, and ancillary agreements thereto included as part of the Participant Proposal, all as attached hereto as Exhibit B.

“**Earnest Money Deposit**” has the meaning set forth in Section 2.2.

“**Enabling Legislation**” means, as applicable (i) in the case of the Participant Bid, the draft legislation attached as Exhibit N to the Draft APA, all in the form attached as part of Exhibit A hereto; and (ii) in the case of the Participant Proposal, the draft legislation attached as Appendix 10 to the Draft MSA, all in the form attached as part of Exhibit B hereto.

“**Escrow Account**” has the meaning set forth in the Escrow Agreement.

“**Escrow Agent**” means JPMorgan Chase Bank, N.A., or any successor thereto.

“**Escrow Agreement**” means that certain Escrow Agreement, in the form of Exhibit C, to be entered into by and among Participant, the Department and the Escrow Agent in accordance with Section 2.2, as may be amended from time to time.

“**Execution Date**” has the meaning set forth in the Preamble.

“**Exemption Agreements**” has the meaning set forth in the Draft APA, as contemplated by the materials delivered to the Department prior to the date hereof as the same may be finalized in accordance with the terms and conditions of this Agreement.

“**GAAP**” means United States generally accepted accounting principles issued by the Governmental Accounting Standards Board applicable to governmental entities that use proprietary fund accounting, applied on a consistent basis.

“**General Assembly**” has the meaning set forth in the Recitals.

**“General Assembly Approval”** means the General Assembly’s enactment of a joint resolution approving the Participant Bid or the Participant Proposal on the terms and subject to the conditions set forth in the Participant Bid or the Participant Proposal, respectively (and each as otherwise agreed by Participant).

**“Governmental Authority”** means any foreign, domestic, supranational, federal, territorial, state, county, city, local or municipal governmental body, or any political subdivision, department or branch thereof; any governmental, quasi-governmental, regulatory or administrative agency, commission, department, bureau, body, official or other authority exercising or entitled to exercise any administrative, executive, judicial, legislative, policy, regulatory or taxing authority or power, or any court, tribunal, or judicial or arbitral body. For the avoidance of doubt, none of Central Electric Power Cooperative, Inc., an electric cooperative formed under Sections 33-49-10 et seq. of the Code of Laws of South Carolina 1976 (including any permitted successor or assignee under the Central PPA or the Central Coordination Agreement, as applicable), any other electric cooperative (including any member of Central Electric Power Cooperative, Inc.), or the governing board of directors of any of the foregoing shall constitute a Governmental Authority for purposes of this Agreement.

**“Initial Five-Year Plan”** has the meaning set forth in the Draft MSA.

**“Joint Resolution”** has the meaning set forth in the Recitals.

**“Law”** means any constitutional provision, statute, law, ordinance, regulation, rule, code, order (whether executive or otherwise), injunction, stay, judgment, decree, decision, ruling, directive, interpretation or Order of any Governmental Authority.

**“Loss”** or **“Losses”** means any and all damages, fines, fees, losses, liabilities, deficiencies, claims, diminution of values, interest, awards, judgments, penalties, costs, and expenses (including reasonable attorneys’ fees, court costs, and other costs of suit and other reasonable out-of-pocket expenses incurred in investigating, preparing, or defending the foregoing).

**“Management Agreement”** shall mean the Draft MSA in the form attached as part of Exhibit B to this Agreement (including the versions of any appendices, annexes, and exhibits thereto attached as part of Exhibit B to this Agreement), with such changes and modifications, if any, as are agreed in writing by Participant and the Department on behalf of Santee Cooper (to the extent such changes or modifications are required by the terms of this Agreement or otherwise mutually agreed in writing by the Parties in their respective sole discretion).

**“Material Adverse Effect”** means any fact, occurrence, circumstance, effect, condition, change, event, or development that, individually or taken together with all such other facts, occurrences, circumstances, effects, conditions, changes, events, or developments, has a material adverse effect on the business, assets, properties, results of operations, or condition (financial or otherwise) of the business of Santee Cooper, taken as a whole; provided, however, that Material Adverse Effect shall not include any fact, occurrence, circumstance, effect, condition, change, event, or development that results from or arises out of (a) the announcement or pendency of this Agreement and the transactions contemplated hereby or by the Purchase Agreement or



Management Agreement, including by reason of the identity of Participant or any communication by Participant regarding the plans or intentions of Participant with respect to the conduct of the business of Santee Cooper, (b) any change in the conditions in the international, national, or regional economy, financial markets, capital markets, or commodities markets, including changes in interest rates or exchange rates, (c) any change in international, national, regional, or local regulatory or political conditions, (d) any change in Law (or authoritative interpretation thereof), (e) any change in GAAP or in the generally applicable principles used in the preparation of the financial statements as required by the Federal Energy Regulatory Commission (or its successor) or the Nuclear Regulatory Commission, or in the authoritative interpretation thereof, (f) any changes or developments in national, regional, state, or local wholesale or retail markets for natural gas or related products including those due to changes in commodities prices or hedging markets therefor, (g) any changes or developments in national, regional, state, or local natural gas transmission or distribution systems, (h) any changes or developments in national, regional, state, or local wholesale or retail natural gas prices, (i) acts expressly required by this Agreement or expressly consented to in writing in advance by Participant, (j) geopolitical conditions, the outbreak or escalation of hostilities, any acts of war, sabotage, or terrorism, or any escalation or worsening of any such acts of war, sabotage, or terrorism, (k) any failure to meet any internal or published projections, forecasts, estimates, or predictions in respect of recoveries, revenues, earnings, or other financial or operating metrics for any period, (l) any changes in weather or climate or acts of God, and (m) the resignation or termination of any employee in a senior leadership position at Santee Cooper, or any strike, lockout, slowdown or work stoppage against Santee Cooper; provided further, that: (A) with respect to clauses (b)-(h), (j) and (l), such impact shall be excluded only to the extent it is not disproportionately adverse to the business of Santee Cooper, taken as a whole, as compared to other similarly situated businesses; (B) any change in State Law (or authoritative interpretations thereof) or in state or local regulatory or political conditions in the State of South Carolina (and the impact and effects of such change), and any other change resulting from actions taken (or actions not taken) by State Authorities (and the impact and effects of such change), shall not be excluded, and may be taken into account, for purposes of determining whether there has occurred a Material Adverse Effect; and (C) with respect to clause (k), the underlying cause(s) of any failure to meet any internal or published projections, forecasts, estimates, or predictions shall not be excluded, and may be taken into account, for purposes of determining whether there has occurred a Material Adverse Effect.

**“Order”** means any order, decision, judgment, ruling, writ, injunction, decree (including any consent decree), directive, or award of a court (including any bankruptcy court), administrative judge, or other Governmental Authority acting in an adjudicative, regulatory or administrative capacity, or of an arbitrator with applicable jurisdiction over the subject matter.

**“Organizational Documents”** means, with respect to any Party, the certificate or articles of incorporation, organization or formation and by-laws, the limited partnership agreement, the partnership agreement, the limited liability company agreement or the trust agreement, or such other equivalent organizational documents of such Party.

**“Participant”** has the meaning set forth in the Preamble.

**“Participant Bid”** has the meaning set forth in the Recitals.

**“Participant Proposal”** has the meaning set forth in the Recitals.

**“Participant Recommendation”** has the meaning set forth in Section 2.2.

**“Party”** and **“Parties”** have the meanings set forth in the Preamble.

**“Person”** means an individual, corporation, partnership, limited liability company, trust, association, union, unincorporated or other organization, or other entity, including any Governmental Authority, and including any successor, by merger or otherwise, of any of the foregoing.

**“Process”** has the meaning set forth in the Recitals.

**“Purchase Agreement”** shall mean the Draft APA in the form attached as part of Exhibit A to this Agreement (including the versions of any exhibits, schedules, and ancillary agreements thereto attached as part of Exhibit A to this Agreement), with such changes and modifications, if any, as are agreed in writing by Participant and the Department on behalf of Santee Cooper (to the extent such changes or modifications are required by the terms of this Agreement or otherwise mutually agreed in writing by the Parties in their respective sole discretion).

**“Purchase Agreement Disclosure Schedules”** means the disclosure schedules relating to the representations and warranties of Santee Cooper under Article V of the Purchase Agreement (as referred to in the Draft APA as the “Seller Disclosure Schedules”) delivered in connection with the Purchase Agreement by the Department on behalf of Santee Cooper to Participant immediately prior to the execution of this Agreement, as amended or supplemented by the Department pursuant to Section 5.2 or as otherwise modified as agreed in writing by the Parties.

**“Recommendation Date”** has the meaning set forth in Section 2.2.

**“Recommendation Notice”** has the meaning set forth in Section 2.2.

**“Representatives”** means, with respect to any Person, the officers, directors, employees, agents, accountants, advisors, counsel, consultants, bankers, and other representatives of such Person.

**“Santee Cooper”** has the meaning set forth in the Recitals.

**“Schedule Update”** has the meaning set forth in Section 5.2.

**“Service Provider”** has the has the meaning set forth in the Draft MSA.

**“State Authority”** means any of (a) the State of South Carolina or any governmental body thereof, (b) any county, city, municipality, or other political or other subdivision of the State of South Carolina, or any governmental body thereof, or (c) any department, branch, or court of any of the foregoing, or any governmental, quasi-governmental, regulatory, or administrative agency, commission, department, bureau, committee, board, body, official, or other authority, or any court, tribunal, or arbitral body, exercising or entitled to exercise any

administrative, executive, judicial, legislative, policy, regulatory, or taxing authority or power of or by any of the foregoing. For the avoidance of doubt, each of the General Assembly, the Governor of the State of South Carolina, the Department, the Public Service Commission of South Carolina, and Santee Cooper constitute State Authorities.

“**State Law**” means any Law of any State Authority.

“**Termination Date**” has the meaning set forth in Section 7.1(e).

“**Transaction Agreement**” shall mean (i) in the event General Assembly Approval of the Participant Bid is received, the Purchase Agreement and (ii) in the event General Assembly Approval of the Participant Proposal is received, the Management Agreement.

Section 1.2. Other Interpretive Matters. Unless otherwise expressly provided, for purposes of this Agreement, the following rules of interpretation apply:

(a) Exhibits, Articles, and Sections. Unless otherwise expressly indicated, any reference in this Agreement to an Exhibit, Article, Section, subsection, clause, or other subdivision refers to the corresponding Exhibit, Article, Section, subsection, clause, or other subdivisions of or to this Agreement. The Exhibits attached to this Agreement are hereby incorporated and made a part hereof as if set forth in full herein and are an integral part of this Agreement. Any capitalized terms used in any Exhibit but not otherwise defined therein are defined as set forth in this Agreement. In the event of conflict or inconsistency, this Agreement shall prevail over any Exhibit.

(b) Time Periods. Whenever this Agreement refers to a number of days, such number shall refer to calendar days unless Business Days are specified. Unless otherwise specified, any event hereunder requiring any action of a Party on a day that is not a Business Day shall be deferred until the next Business Day. Unless otherwise specified, time periods within or following which any payment is to be made or act is to be done will be calculated by excluding the day on which the time period commences and including the day on which the time period ends and by extending the period to the next Business Day following if the last day of the time period is not a Business Day. Unless otherwise specified, all references to a specific time of day in this Agreement will be based upon Eastern Standard Time or Eastern Daylight Savings Time, as applicable, on the date in question.

(c) Gender and Number. Whenever the context requires, the gender of all words used in this Agreement includes the masculine, feminine, and neuter. Terms defined in the singular have the corresponding meanings in the plural, and vice versa.

(d) Certain Terms. If a term is defined as one part of speech (such as a noun), it shall have a corresponding meaning when used as another part of speech (such as a verb). The words “hereby”, “herein”, “hereinafter”, “hereof”, and “hereunder” and words of similar import refer to this Agreement (including the Exhibits and Schedules to this Agreement) as a whole and not merely to a subdivision in which such words appear. The word “including” or any variation thereof means “including, without limitation” and does not limit any general statement that it follows to the specific or similar items or matters immediately following it. The word “extent” in the phrase “to the extent” shall mean the degree, if any, to which a subject or thing extends,

and such phrase shall not mean simply “if”. The word “or” shall be disjunctive but not exclusive. The word “will” shall have the same meaning as the word “shall”. A reference to any party to this Agreement or any other agreement or document shall include such party’s successors and permitted assigns. Except with respect to the Enabling Legislation, a reference to any legislation or to any provision of any legislation shall include any amendment to, and any modification or reenactment thereof, any legislative provision substituted therefor and all regulations and statutory instruments issued thereunder or pursuant thereto.

(e) Headings. The division of this Agreement into Articles, Sections, and other subdivisions, and the insertion of headings are for convenience of reference only and do not affect, and will not be utilized in construing or interpreting, this Agreement.

(f) Currency. All references to “\$” or currency herein shall be to, and all payments required hereunder shall be paid in, United States Dollars.

(g) Accounting Terms. All accounting terms used herein and not expressly defined herein shall have the meanings given to them under GAAP.

(h) Amendments, Supplements and Modifications. Except as otherwise specifically provided in this Agreement, any agreement, instrument, or writing defined or referred to herein means such agreement, instrument, or writing, as from time to time amended, supplemented, or modified in accordance with its terms.

(i) Joint Participation. The Parties have participated jointly in the negotiation and drafting of this Agreement and, in the event an ambiguity or question of intent or interpretation arises, this Agreement shall be construed as jointly drafted by the Parties and no presumption or burden of proof shall arise favoring or disfavoring any party by virtue of the authorship of any provision of this Agreement.

(j) Commercially Reasonable Efforts. Where this Agreement requires a Party to use “commercially reasonable efforts” to take a specified action or achieve a specified result, it shall mean that such Party is obligated to use the efforts that a reasonable Person under similar circumstances would use to take such action or cause such result to occur within the time contemplated by this Agreement; provided, however that neither the use of “commercially reasonable efforts” nor anything else in this Agreement shall require or be deemed to require Participant to: (1) expend any funds or assume or incur any liabilities other than customary third party costs and expenses and other expenditures or liabilities that are de minimis (taken as a whole); or (2) agree to any material modifications to the versions of the Draft APA or the Draft MSA, including the versions of the exhibits, schedules, annexes, appendices and other ancillary agreements thereto, attached hereto as part of Exhibit A and Exhibit B, respectively, including the Central PPA, the Amendment to the Central Coordination Agreement, the CIA Termination Agreement and the Enabling Legislation, as applicable, or to the Purchase Agreement Disclosure Schedules delivered immediately prior to the execution of this Agreement. The Parties acknowledge that, as of the Execution Date, the Draft APA and the Draft MSA are incomplete and omit entirely or attach incomplete drafts of exhibits, appendices or other specified attachments and that negotiations of the Draft APA and the Draft MSA (including any exhibits, schedules, ancillary agreements, appendices and annexes, as applicable, thereto) may continue

after the Execution Date and/or after the Recommendation Date. In light of the foregoing, subject to the terms of this Agreement, the Parties agree from and after the Execution Date, at the election of the Department, to negotiate in good faith in an effort to finalize the Draft APA and the Draft MSA (as well as the missing or incomplete exhibits, appendices and other specified attachments) prior to the Bid Execution Date. Other usages of the phrase “commercially reasonable” shall be interpreted in a manner consistent with the foregoing.

## ARTICLE II

### AGREEMENT TO TRANSACT

Section 2.1. Agreement to Transact. Upon the terms and subject to the satisfaction of the conditions contained in this Agreement and as contemplated in Section 9(A)(2) of the Joint Resolution, Participant agrees to (i) execute and deliver the Purchase Agreement, in the event General Assembly Approval of the Participant Bid is received, and (ii) cause an Affiliate of Participant to execute and deliver the Management Agreement, in the event General Assembly Approval of the Participant Proposal is received.

Section 2.2. Earnest Money. In the event that the Department intends to recommend the Participant Bid and/or the Participant Proposal to the Chairman of the Senate Finance Committee and the Chairman of the House of Representatives Ways and Means Committee (any such recommendation, a “**Participant Recommendation**”), the Department shall, not later than one Business Day prior to the day the Department presents such Participant Recommendation(s) (the “**Recommendation Date**”), prepare and deliver to Participant a written notice (the “**Recommendation Notice**”) setting forth the Department’s intent to so recommend the Participant Bid and/or the Participant Proposal and the expected Recommendation Date. Upon receipt of the Recommendation Notice, Participant will promptly and in no event later than 10:00 a.m., Eastern Time, on the Recommendation Date, (a) execute the Escrow Agreement in the form attached as Exhibit C and (b) subject to the execution and delivery of such Escrow Agreement by the Department and the Escrow Agent no later than 8:00 a.m., Eastern Time, on the Recommendation Date, deposit \$25,000,000 (such amount, together with any and all interest thereafter accruing thereon, the “**Earnest Money Deposit**”) via wire transfer of immediately available funds to the Escrow Agent (in accordance with the wire instructions set forth in the Recommendation Notice and confirmed by Escrow Agent) to be held in accordance with the terms hereof and the Escrow Agreement. For the avoidance of doubt, in the event that the Participant Bid and the Participant Proposal are both recommended by the Department to the Chairman of the Senate Finance Committee and the Chairman of the House of Representatives Ways and Means Committee, Participant shall deposit the Earnest Money Deposit and such Earnest Money Deposit will satisfy the deposit obligations set forth herein for both recommendations.

## ARTICLE III

### EXECUTION OF THE TRANSACTION AGREEMENT

Section 3.1. Time of Execution. Upon the terms and subject to the satisfaction of the applicable conditions contained in Article VI of this Agreement, the execution of the Purchase

Agreement or the Management Agreement, as applicable (the “**Bid Execution**”) shall take place on the third Business Day following the date on which the applicable conditions set forth in Article VI have been satisfied or waived, or at such other time as the Parties may agree in writing. Consistent with the foregoing, the Department shall deliver to Participant and Participant shall deliver or cause to be delivered, as applicable, to the Department a counterpart of the Transaction Agreement and each ancillary agreement thereto (as specified in the Transaction Agreement), duly executed by the Department and Participant (or an Affiliate), respectively (other than any ancillary agreement not required by its terms to be executed by one or both Parties (or an Affiliate) at the time of execution of the Transaction Agreement). The date on which the Bid Execution occurs is referred to herein as the “**Bid Execution Date**”.

Section 3.2. Rollover of Earnest Money Deposit; Refund of Earnest Money Deposit. Upon execution of the Purchase Agreement in accordance with Section 3.1, the Earnest Money Deposit shall continue to be held in the Escrow Account and shall be deemed to constitute Participant’s deposit obligation as set forth in the terms of the Purchase Agreement. Upon execution of the Management Agreement in accordance with Section 3.1, Participant shall be entitled to receive the Earnest Money Deposit from the Escrow Account in full.

#### **ARTICLE IV REPRESENTATIONS AND WARRANTIES**

Section 4.1. Authority and Enforceability.

(a) Participant hereby represents and warrants to the Department that Participant has all corporate power and authority, and has taken all required corporate action on its part, necessary to execute and deliver, and to perform its obligations under, and, subject to the satisfaction of the closing conditions, to consummate the transactions contemplated by this Agreement.

(b) The Department hereby represents and warrants to Participant that the Department has all power and authority, and has taken all required action on its part, necessary to execute and deliver, and to perform its obligations under, and, subject to the satisfaction of the closing conditions, to consummate the transactions contemplated by this Agreement.

(c) Each Party hereby represents and warrants to the other Party that this Agreement has been duly and validly executed and delivered by such Party, and (assuming the due execution and delivery by the other Party) constitutes a valid and binding agreement of such Party, enforceable against such Party in accordance with its terms, except as such enforceability may be limited by applicable bankruptcy, insolvency, moratorium, or other similar laws affecting or relating to enforcement of creditors’ rights generally or general principles of equity.

Section 4.2. No Conflicts; Consents. Each Party hereby represents and warrants to the other Party that neither the execution, delivery, and performance by such Party of this Agreement, nor the consummation of the transactions contemplated hereby, will:

- (a) violate or conflict with any of such Party’s Organizational Documents; or
- (b) violate any Law or Order applicable to such Party;

except, in the case of clause (b) with respect to Participant, for any such violations, conflicts, breaches, consents, approvals, or other occurrences that would not reasonably be expected to prevent or materially impair or materially delay the ability of Participant to perform its obligations under this Agreement or consummate the transactions contemplated hereby on a timely basis.

Section 4.3. Exclusivity of Representations and Warranties. NEITHER PARTY, SANTEE COOPER, NOR ANY OF THEIR RESPECTIVE AFFILIATES OR REPRESENTATIVES, NOR ANY PERSON IS MAKING ANY REPRESENTATION OR WARRANTY OF ANY KIND OR NATURE WHATSOEVER, ORAL OR WRITTEN, EXPRESS OR IMPLIED, EXCEPT FOR THOSE REPRESENTATIONS AND WARRANTIES EXPRESSLY SET FORTH IN Article IV, AND EACH PARTY HEREBY DISCLAIMS ANY SUCH OTHER REPRESENTATIONS OR WARRANTIES, WHETHER MADE BY EITHER PARTY, SANTEE COOPER OR ANY OF THEIR RESPECTIVE AFFILIATES, OR ITS OR THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, OR REPRESENTATIVES, OR ANY OTHER PERSON.

## ARTICLE V

### COVENANTS OF THE PARTIES

Section 5.1. Further Assurances. Subject to the terms and conditions of this Agreement, the Parties will use commercially reasonable efforts to take, or cause to be taken, all appropriate action to do, or cause to be done (in each case, including by Santee Cooper), all things necessary, proper, or advisable under applicable Law or otherwise as promptly as practicable to (a) finalize the terms of the Participant Bid or the Participant Proposal, as applicable, upon selection by the General Assembly and (b) consummate and make effective the transactions contemplated hereby, including using commercially reasonable efforts to obtain satisfaction of the conditions precedent to the consummation of the transactions contemplated hereby. Consistent with the foregoing and the other terms and conditions of this Agreement, and without limiting the terms and conditions of the Participant Bid or the Participant Proposal, the Parties acknowledge and agree that: (i) the purchase price to be included in the Purchase Agreement shall be calculated in accordance with the terms set forth on Exhibit A and (ii) notwithstanding anything to the contrary in this Agreement, any of the following shall constitute a “material modification” for purposes of this Agreement (including Section 1.2(j)), with the effect that Participant shall have no obligation under this Agreement to agree to any of the following: (A) any increase in the aggregate principal amount of all indebtedness to be defeased, repaid or otherwise assumed by Participant at the closing under the Purchase Agreement over the amount specified in Exhibit A, or any other change to the terms of such Draft APA that results in an increase in the purchase price under the Purchase Agreement over the purchase price specified in Exhibit A; (B) any other changes that impact any of the substantive terms and provisions of Article III of the Draft APA attached as part of Exhibit A, including to any of the definitions used therein, or to any of the exhibits, schedules or other attachments referenced therein; (C) any change to Section 2.4 of the Draft APA attached as part of Exhibit A that increases the “Assumed Obligations” as defined therein; (D) any change to Section 2.2 of the Draft APA attached as part of Exhibit A that reduces the “Purchased Assets” as defined therein; or (E) any changes to customer rates, the generation resource plan, tax treatment, securitization and the

amount of the customer refunds, in each case, as specified in the Enabling Legislation attached as part of Exhibit A, and any changes to Exhibit I to the Draft APA attached as part of Exhibit A.

Section 5.2. Supplements to Purchase Agreement Disclosure Schedules. From time to time prior to the Bid Execution Date, the Department shall promptly update, amend or supplement the Purchase Agreement Disclosure Schedules with respect to any matters discovered or occurring subsequent to the Execution Date that would have been required pursuant to the Purchase Agreement to be set forth on the Purchase Agreement Disclosure Schedules as of the Execution Date as if the Execution Date were also the Bid Execution Date, and shall, at least five Business Days prior to the Bid Execution Date, deliver the final Purchase Agreement Disclosure Schedules in the form to be delivered with the execution and delivery of the Purchase Agreement on the Bid Execution Date (each schedule update, including such final Purchase Agreement Disclosure Schedules, a “**Schedule Update**”).

Section 5.3. Omnibus Initial Proceeding Cooperation. The Parties acknowledge and agree that, (a) the new depreciation study (the “**New Depreciation Study**”) to be included in the Omnibus Initial Proceeding referenced in Section 58-31-730 of the Enabling Legislation (as attached hereto as part of Exhibit A) typically takes months to prepare; and (b) in order for Buyer Subsidiary to be in a position to complete the New Depreciation Study and submit the petition for the Commission to open the Omnibus Initial Proceeding within 20 business days after Bid Execution, Santee Cooper must provide Buyer Subsidiary with access to the information (including plant data files) that Buyer Subsidiary needs to prepare such New Depreciation Study, and to otherwise complete the materials necessary to submit the petition for such Omnibus Initial Proceeding, well in advance of the Bid Execution Date. Consistent with the foregoing, from and after the Recommendation Date, the Department will use good faith efforts to cause Santee Cooper to provide Buyer Subsidiary and its Representatives with access to the information reasonably requested by Buyer Subsidiary for purposes of enabling Buyer Subsidiary to complete the New Depreciation Study, and to otherwise be in a position to complete the petition for the Omnibus Initial Proceeding, within 20 business days after Bid Execution.

## ARTICLE VI

### CONDITIONS TO BID EXECUTION

Section 6.1. Mutual Conditions to Bid Execution Generally. In addition to the conditions set forth in Section 6.2 and Section 6.3 below, as applicable, the obligation of each of the Department and Participant to effect the transactions contemplated hereby with respect to the Participant Bid or the Participant Proposal, as the case may be (including the obligation of Participant to execute and deliver the Transaction Agreement), are subject to the fulfillment or waiver by the Department and Participant, respectively, at or prior to the Bid Execution Date of each of the following conditions:

(a) General Assembly Approval. General Assembly Approval shall have been received.



(b) No Injunction or Prohibition. No Law or Order issued by any court of competent jurisdiction or other Governmental Authority shall be in effect temporarily or permanently restraining, enjoining, or otherwise preventing Bid Execution.

(c) Approval of the Enabling Legislation. The General Assembly shall have passed, and the Governor of the State of South Carolina shall have approved, the Enabling Legislation and the Enabling Legislation shall have become law in the State of South Carolina as contemplated in the recitals to the Draft APA or Draft MSA, as applicable.

(d) Finalized Documentation. The definitive instruments and other definitive documentation representing the Participant Bid or the Participant Proposal, as the case may be, shall have been agreed to by the Department and Participant.

Section 6.2. Additional Conditions to Purchase Agreement Execution. In addition to the conditions set forth in Section 6.1 above, the obligation of Participant to effect the transactions contemplated hereby with respect to the Participant Bid (including the obligation of Participant to execute and deliver the Purchase Agreement) are subject to the fulfillment or waiver by Participant, at or prior to the Bid Execution Date, of each of the following conditions:

(a) Central PPA; CIA Termination Agreement. Buyer Subsidiary (or another subsidiary of Participant) and Central shall have entered into the Central PPA, and Central, Santee Cooper, and Buyer Subsidiary (or such other subsidiary of Participant) shall have entered into the CIA Termination Agreement (as defined in the Draft APA, as the same may be finalized in accordance with the terms and conditions of this Agreement, the "CIA Termination Agreement"), in each case as contemplated in the recitals to the Draft APA.

(b) Exemption Agreements. Participant or Buyer Subsidiary (through one or more subsidiaries of Participant) and the other parties to the Exemption Agreements shall have entered into the Exemption Agreements as contemplated in the recitals to the Draft APA.

(c) Bond Opinion. Participant shall deliver to Santee Cooper an opinion from Participant's counsel addressed to Santee Cooper to the effect that the execution, delivery, and subsequent performance of the Purchase Agreement in accordance with its terms will not adversely affect the exclusion from gross income for federal income tax purposes of interest payable on Santee Cooper's tax-exempt bonds or Santee Cooper's eligibility to receive the credit related to interest on Santee Cooper's Series 2010C bonds under Section 6431 of the Internal Revenue Code of 1986, as amended.

(d) The material supporting documentation relating to each Schedule Update, including copies of underlying documentation referenced on such Schedule Update, any additional material documentation, or other material information, in each case, reasonably requested by Participant with respect to each Schedule Update, shall have been furnished to Participant.

Section 6.3. Additional Conditions to Management Agreement Execution. In addition to the conditions set forth in Section 6.1 above, the obligation of Participant to effect the transactions contemplated hereby with respect to the Participant Proposal (including the obligation of Participant to execute and deliver the Management Agreement) are subject to the

fulfillment or waiver by Participant, at or prior to the Bid Execution Date, of each of the following conditions:

(a) Central Consent and Waiver. Santee Cooper shall have received a written consent and waiver duly executed by Central satisfactory to the Service Provider (i) approving the Initial Five-Year Plan and (ii) waiving the generation opt-out under the Central Coordination Agreement for all matters contained in the Initial Five-Year Plan as contemplated in the recitals to the Draft MSA.

(b) Amendment to the Central Coordination Agreement. The Central Coordination Agreement shall be amended as contemplated in the recitals to the Draft MSA.

(c) Approval of Initial Five-Year Plan by Board of Directors of Santee Cooper. The Board of Directors of Santee Cooper shall have approved the Initial Five-Year Plan as contemplated in Section 4.16(A)(1) of the Draft MSA, and Participant shall have received from Santee Cooper a certificate, signed on its behalf by an officer of Santee Cooper and dated the Bid Execution Date, to the effect that the Initial Five-Year Plan has been so approved.

## ARTICLE VII

### TERMINATION AND OTHER REMEDIES

#### Section 7.1. Termination.

(a) This Agreement shall automatically terminate upon the Department's recommendation to the Chairman of the Senate Finance Committee and the Chairman of the House of Representatives Ways and Means Committee of a bid for sale other than the Participant Bid and a management proposal other than the Participant Proposal, or if the Recommendation Date has not occurred on or before March 15, 2020.

(b) This Agreement shall automatically terminate upon Bid Execution.

(c) This Agreement shall automatically terminate upon the General Assembly's enactment of a joint resolution approving a bid for sale other than the Participant Bid, a management proposal other than the Participant Proposal, or the proposal submitted by Santee Cooper for reform, restructuring and operational changes.

(d) This Agreement may be terminated at any time prior to the Bid Execution Date by mutual written consent of the Department and Participant.

(e) This Agreement may be terminated by the Department or Participant if Bid Execution has not occurred on or before September 30, 2020 (the "**Termination Date**"); provided, that the right to terminate this Agreement under this Section 7.1(e) will not be available to a Party if its failure to fulfill any obligation under this Agreement has been the cause of, or resulted in, the failure of Bid Execution to occur on or before the Termination Date; provided, further, that if, as of the end of the day on September 29, 2020, (i) the conditions set forth in Section 6.2(a), Section 6.2(b), Section 6.3(a), or Section 6.3(b) have not been satisfied but all other conditions contained in Article VI of this Agreement have been satisfied or are

capable of being satisfied at the Bid Execution and (ii) Participant is negotiating in good faith with Central and the other parties to the Exemption Agreements as applicable, to satisfy the conditions set forth in Section 6.2(a) and Section 6.2(b) or Section 6.3(a) and Section 6.3(b), as applicable, prior to the original Termination Date, then the Termination Date will be October 31, 2020.

(f) This Agreement may be terminated by either the Department or Participant if (i) General Assembly Approval of both the Participant Bid and the Participant Proposal has been denied, or (ii) one or more courts of competent jurisdiction in the United States or any State has issued an Order permanently restraining, enjoining, or otherwise prohibiting Bid Execution and such Order has become final and non-appealable; provided, however, that the right to terminate this Agreement under this Section 7.1(f) shall not be available to Participant if the denial, restraining, enjoining, or other action described in (i) or (ii) hereof is the result of a failure of Participant to have complied with its obligations under this Agreement, including in Section 5.1, and shall not be available to the Department if the restraining, enjoining, or other action described in (ii) hereof is the result of a failure of the Department to have complied with its obligations under this Agreement, including in Section 5.1.

(g) This Agreement may be terminated by Participant by giving written notice to the Department if there has been a breach by the Department of any representation, warranty, or covenant made by it in this Agreement and such breach has not been cured by the Department or waived by Participant within 20 Business Days after written notice of any such breach (or, if earlier, by the Termination Date).

(h) This Agreement may be terminated by the Department by giving written notice to Participant if there has been a breach by Participant of any of its covenants made by it in this Agreement, including any of its covenants set forth in Section 5.1, which has not been cured by Participant or waived by the Department within 20 Business Days after written notice of any such breach (or, if earlier, by the Termination Date).

(i) This Agreement may be terminated by Participant by giving written notice to the Department if (i) a change or event which is or should be the subject of a Schedule Update pursuant to Section 5.2 constitutes or relates to something that, individually or in the aggregate, has had, or would reasonably be expected to have, a Material Adverse Effect, or (ii) since the Execution Date a Material Adverse Effect has occurred.

#### Section 7.2. Procedure; Effect of Termination.

(a) In the event that (i) this Agreement automatically terminates or (ii) a Party having the right to terminate this Agreement desires to terminate this Agreement and gives the other Party written notice of termination specifying the basis for such termination, this Agreement will terminate and the transactions contemplated hereby will be abandoned, without further action by either Party, whereupon the liabilities of the Parties hereunder will terminate, except as otherwise expressly provided in this Section 7.2.

(b) Article VIII and this Section 7.2 (and any definitions in Article I referenced in any of the foregoing) will survive the termination of this Agreement.

(c) If the Department terminates this Agreement pursuant to Section 7.1(e) at a time when, with respect to the Participant Bid, one or both of the conditions set forth in Section 6.2(a), Section 6.2(b), or Section 6.2(c) have not been satisfied or, with respect to the Participant Proposal, the condition set forth in Section 6.3(b) has not been satisfied, but all other conditions in Article VI of this Agreement applicable to such Participant Bid or Participant Proposal have been satisfied and if the failure of such condition or conditions to have been satisfied is due solely to the failure or refusal of Participant to deliver the bond opinion required by Section 6.2(c) or execute (x) the Central PPA, in the form attached as part of Exhibit A, as the same may be finalized in accordance with the terms and conditions of this Agreement or the CIA Termination Agreement (in the case of Section 6.2(a)), (y) the Exemption Agreements (in the case of Section 6.2(b)), or (z) the Amendment to the Central Coordination Agreement (in the case of Section 6.3(b)), in each case, to the extent applicable, then the Department shall be entitled to receive the Earnest Money Deposit from the Escrow Account in full.

(d) If the Department terminates this Agreement pursuant to Section 7.1(h), then the Department shall be entitled to receive the Earnest Money Deposit from the Escrow Account in full.

(e) The Parties acknowledge that the Earnest Money Deposit constitutes liquidated damages and, except in respect of the Department's right to seek recovery for actual and intentional fraud, such right to receive the Earnest Money Deposit shall be the Department's sole and exclusive remedy and as full and complete satisfaction of any liabilities that may be suffered by the Department as a result of such termination or any breach of this Agreement by Participant, and the Department shall be deemed to have waived any and all other rights and remedies available to the Department in respect of such termination or breach (including specific performance, injunctive relief or liability for breach of this Agreement before such termination). It is expressly stipulated by the Parties that the actual amount of damages resulting from such a termination would be difficult if not impossible to determine accurately because of the unique nature of this Agreement, the uncertainties of applicable commodity markets, and differences of opinion with respect to such matters, and that the liquidated damages associated with receipt by the Department of the Earnest Money Deposit are a reasonable estimate by the Parties of such damages under the circumstances and do not constitute a penalty.

(f) In the event that this Agreement is terminated under Section 7.1 and the Department is not entitled to receive the Earnest Money Deposit under Section 7.2(c) or (d) (other than upon a termination under Section 7.1(b) upon execution of the Purchase Agreement), Participant shall be entitled to receive the entirety of the Earnest Money Deposit.

(g) In the event the Department or Participant is entitled to receive the Earnest Money Deposit pursuant to this Section 7.2, each of the Department and Participant covenants and agrees that it shall promptly, and in any event within three Business Days, execute and deliver to the Escrow Agent joint written instructions instructing the Escrow Agent to disburse from the Escrow Account to the Department or Participant, as applicable, an amount equal to the Earnest Money Deposit.

## ARTICLE VIII

### MISCELLANEOUS PROVISIONS

Section 8.1. Amendment. This Agreement may be amended, modified, or supplemented only by written agreement of the Department and Participant.

Section 8.2. Waivers and Consents. Except as otherwise provided in this Agreement, any failure of either Party to comply with any obligation, covenant, agreement, or condition herein may be waived by the Party entitled to the benefits thereof only by a written instrument signed by the Party granting such waiver, but such waiver or failure to insist upon strict compliance with such obligation, covenant, agreement, or condition will not operate as a waiver of, or estoppel with respect to, any subsequent or other failure.

Section 8.3. Notices. All notices and other communications hereunder will be in writing and will be deemed given (a) when received, if delivered personally, (b) when sent by electronic mail, or (c) when received, if mailed by overnight courier or certified mail (return receipt requested), postage prepaid, in each case, to the Party being notified at such Party's address indicated below (or at such other address for a Party as is specified by like notice):

if to the Department, to:

South Carolina Department of Administration  
1200 Senate Street, Suite 460  
Columbia, South Carolina 29201  
Attention: David Avant  
Email: david.avant@admin.sc.gov

with copies (which shall not constitute notice) to:

Gibson, Dunn & Crutcher LLP  
1801 California Street, Suite 4200  
Denver, Colorado 80202  
Attention: Gerald P. Farano  
Email: jfarano@gibsondunn.com

if to Participant, to:

NextEra Energy, Inc.  
700 Universe Boulevard  
Juno Beach, Florida 33408  
Attention: Mark Hickson; Charles E. Sieving  
E-mail: mark.hickson@nexteraenergy.com;  
charles.sieving@nexteraenergy.com

with a copy (which shall not constitute notice) to:

Hogan Lovells US LLP  
555 Thirteenth Street, NW  
Washington, DC 20007  
Attention: Joseph E. Gilligan; Paul D. Manca  
E-mail: joseph.gilligan@hoganlovells.com;  
paul.manca@hoganlovells.com

Section 8.4. Assignment. This Agreement and all of the provisions hereof will be binding upon and inure to the benefit of the Parties and their respective successors and permitted assigns, but neither this Agreement nor any of the rights, interests, or obligations hereunder may be assigned by either Party, without the prior written consent of the other Party. Notwithstanding the foregoing, Participant shall be permitted to assign its rights and obligations under this Agreement and the Escrow Agreement, individually or collectively, to one or more wholly-owned, direct, or indirect subsidiaries with prior written notice to the Department; provided, however, that no such assignment shall relieve Participant of, or constitute a discharge of, any of Participant's liabilities and obligations under this Agreement.

Section 8.5. No Third Party Beneficiaries. Nothing in this Agreement is intended to or shall be deemed to confer any rights or remedies upon any Person (including Santee Cooper) other than the Parties. Without limiting the foregoing, no provision of this Agreement creates any rights in any employee or former employee of Santee Cooper (including any beneficiary or dependent thereof) in respect of continued employment or resumed employment, and no provision of this Agreement creates any rights in any such Persons in respect of any benefits that may be provided, directly or indirectly, under any employee benefit plan or arrangement.

Section 8.6. Governing Law. This Agreement (as well as any claim or controversy arising out of or relating to this Agreement or the transactions contemplated hereby) shall be governed by and construed in accordance with the laws of the State of South Carolina, without regard to the conflicts of laws rules thereof that would otherwise require the laws of another jurisdiction to apply.

Section 8.7. Severability. Any term or provision of this Agreement that is invalid or unenforceable in any situation in any jurisdiction will not affect the validity or enforceability of the remaining terms and provisions hereof or the validity or enforceability of the offending term or provision in any other situation or in any other jurisdiction.

Section 8.8. Entire Agreement. This Agreement will be a valid and binding agreement of the Parties only if and when it is fully executed and delivered by the Parties, and until such execution and delivery no legal obligation will be created by virtue hereof. This Agreement, the Escrow Agreement, and any certificate, instrument, or other document executed or delivered in connection in herewith, together with the Appendices and Exhibits hereto and thereto and the certificates and instruments delivered hereunder or in accordance herewith, embody the entire agreement and understanding of the Parties hereto in respect of the transactions contemplated by this Agreement. This Agreement, the Escrow Agreement, and any certificate, instrument, or other document executed or delivered in connection in herewith supersede all prior agreements and understandings between the Parties with respect to such transactions contemplated hereby. Neither this Agreement, the Escrow Agreement, nor any certificate, instrument, or other

document executed or delivered in connection herewith shall be deemed to contain or imply any restriction, covenant, representation, warranty, agreement, or undertaking of any party with respect to the transactions contemplated hereby or thereby other than those expressly set forth herein or therein or in any document required to be delivered hereunder or thereunder.

Section 8.9. Delivery. This Agreement, and any certificates and instruments delivered hereunder or in accordance herewith, may be executed in multiple counterparts (each of which will be deemed an original, but all of which together will constitute one and the same instrument). Signatures to this Agreement transmitted by electronic mail in “portable document format” (.pdf) form or by any other electronic means intended to preserve the original graphic and pictorial appearance of a document will have the same effect as physical delivery of the paper document bearing the original signature.

Section 8.10. Waiver of Jury Trial. EACH OF THE PARTIES HERETO HEREBY IRREVOCABLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY LAW, ANY AND ALL RIGHT TO TRIAL BY JURY IN ANY LEGAL PROCEEDING ARISING OUT OF OR RELATED TO THIS AGREEMENT, THE FINANCING, THE ESCROW AGREEMENT, ANY CERTIFICATE, INSTRUMENT, OR OTHER DOCUMENT EXECUTED OR DELIVERED IN CONNECTION IN HEREWITH, OR ANY OF THE TRANSACTIONS CONTEMPLATED HEREBY AND THEREBY.

Section 8.11. Submission to Jurisdiction. Each Party irrevocably agrees that any legal action or proceeding arising out of or relating to this Agreement brought by the other Party or its successors or assigns shall be brought and determined in any South Carolina State or federal court sitting in the State of South Carolina, Richland County, and each Party hereby irrevocably submits to the exclusive jurisdiction of the aforesaid courts for itself and with respect to its property, generally and unconditionally, with regard to any such action or proceeding arising out of or relating to this Agreement. Each Party agrees not to commence any action, suit, or proceeding relating thereto except in the courts described above in South Carolina, other than actions in any court of competent jurisdiction to enforce any judgment, decree, or award rendered by any such court in South Carolina as described herein. Each Party further agrees that service of any process, summons, notice, or document by U.S. registered mail to the respective addresses set forth herein shall be effective service of process for any action, suit, or proceeding brought against either Party in any such court and the Parties further waive any argument that such service is insufficient. Each of the Parties hereby irrevocably and unconditionally waives, and agrees not to assert, by way of motion or as a defense, counterclaim, or otherwise, in any action or proceeding arising out of or relating to this Agreement or the transactions contemplated hereby, (a) any claim that it is not personally subject to the jurisdiction of the courts in South Carolina as described herein for any reason, (b) that it or its property is exempt or immune from jurisdiction of any such court or from any legal process commenced in such courts (whether through service of notice, attachment prior to judgment, attachment in aid of execution of judgment, execution of judgment, or otherwise), and (c) that (i) the suit, action, or proceeding in any such court is brought in an inconvenient forum, (ii) the venue of such suit, action, or proceeding is improper, or (iii) this Agreement, or the subject matter hereof, may not be enforced in or by such courts.

*[Signature Page Follows]*

IN WITNESS WHEREOF, the Department and Participant have caused this Agreement to be executed as of the date first written above.

**DEPARTMENT:**

**South Carolina Department of Administration**

By: Marcia S. Adams  
Name: Marcia S. Adams  
Title: Executive Director

**PARTICIPANT:**

**NextEra Energy, Inc.**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_



IN WITNESS WHEREOF, the Department and Participant have caused this Agreement to be executed as of the date first written above.


**DEPARTMENT:**

**South Carolina Department of Administration**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**PARTICIPANT:**

**NextEra Energy, Inc.**

By:   
Name: Jim Robo  
Title: Chairman and CEO

**EXHIBIT A**

**PARTICIPANT BID**

[Please see Exhibit C of this Report]

**EXHIBIT C**

**FORM OF ESCROW AGREEMENT**

Attached.

## FORM OF ESCROW AGREEMENT

THIS ESCROW AGREEMENT (this "Agreement") is entered into as of February [●], 2020, by and among NextEra Energy, Inc. ("Participant"), the South Carolina Department of Administration (the "Department"), and together with Participant, sometimes referred to individually as "Party" and collectively as the "Parties"), and JPMorgan Chase Bank, N.A. ("Escrow Agent").

**WHEREAS**, this Agreement is entered into in connection with that certain Agreement to Transact, dated as of February [●], 2020 (the "Agreement to Transact"), by and among the Parties, pursuant to which, among other things, Participant has agreed to deposit in escrow an amount equal to \$25,000,000 (the "Earnest Money Deposit") to be subject to the terms and conditions set forth herein. Capitalized terms used but not defined herein have the meanings ascribed to such terms in the Agreement to Transact.

**NOW, THEREFORE**, the parties hereto agree as follows:

1. **Appointment.** The Parties hereby appoint Escrow Agent as their escrow agent for the purposes set forth herein, and Escrow Agent hereby accepts such appointment under the terms and conditions set forth herein.
2. **Fund; Investment.**
  - (a) In accordance with Section 2.2 of the Agreement to Transact, by no later than 8:00 a.m. Eastern Time on the Recommendation Date, Participant agrees to deposit with Escrow Agent the Earnest Money Deposit. Escrow Agent shall hold the Earnest Money Deposit in one or more demand deposit accounts and shall invest and reinvest the Earnest Money Deposit and the proceeds thereof (the "Fund") in a Money Market Deposit Account ("MMDA"), or a successor investment offered by Escrow Agent. MMDAs have rates of compensation that may vary from time to time as determined by Escrow Agent. Instructions to make any other investment ("Alternative Investment") and any instructions to change investments must be in a joint writing and executed by an Authorized Representative (as defined in Section 3 below) of each of the Parties and shall specify the type and identity of the investments to be purchased and/or sold. Escrow Agent shall not distribute or release the Fund (or any portion thereof) except in accordance with the express terms and conditions of this Agreement.
  - (b) Escrow Agent is hereby authorized to execute purchases and sales of investments, as set forth in Section 2(a) above, through the facilities of its own trading or capital markets operations or those of any affiliated entity and Escrow Agent or any affiliated entity may act as counterparty with respect to such investments. Escrow Agent will not provide supervision, recommendations or advice relating to either the investment of moneys held in the Fund or the purchase, sale, retention or other disposition of any investment described herein, and each Party acknowledges that it was not offered any investment, tax or accounting advice or recommendation by Escrow Agent with regard to any investment and has made an independent assessment of the suitability for its own purposes and appropriateness of any investment selected hereunder for purposes of this Agreement. Escrow Agent shall send statements to each of the Parties on a monthly basis reflecting activity in the Fund for the preceding month. Market values, exchange rates and other valuation information (including without limitation, market value, current value, or notional value) of any Alternative Investment furnished in any report or statement may be obtained from third party sources and is furnished for the exclusive use of the Parties. Escrow Agent has no responsibility whatsoever to determine the market or other value of any Alternative Investment and makes no representation or warranty, express or implied, as to the accuracy of any such valuations or that any values necessarily reflect the proceeds that may be received on the sale of an Alternative Investment. Except to the extent Escrow Agent's gross negligence, fraud, bad faith or willful misconduct in failing to execute any investment instructions provided under Section 2(a) was the cause of a direct loss to any Party, Escrow Agent shall not have any liability for any loss sustained as a result of any investment made pursuant to the terms of this Agreement or as a result of any liquidation of any investment prior to its maturity, in each case, in accordance with this Agreement and any joint written instructions given by the Parties, or for the failure of an Authorized Representative of each of the Parties to give Escrow Agent instructions to invest or reinvest the Fund. Escrow Agent shall have the right to liquidate any investments held in order to provide funds necessary to make required payments under this Agreement.

(c) All interest or other income earned with respect to the Fund shall be allocated to the Participant and reported by Escrow Agent to the Internal Revenue Service (IRS), or any applicable taxing authority, on IRS Form 1099 or 1042S (or other appropriate form) as income earned from the Fund by the Participant consistent with Treasury Regulations Section 1.468B – 7(c) and (d), whether or not said income has been distributed during such year. Escrow Agent shall withhold any taxes it deems appropriate in the absence of proper tax documentation or as required by law, and shall remit such taxes to the appropriate authorities. The Parties hereby represent to Escrow Agent that no other tax withholding or information reporting of any kind is required by Escrow Agent in connection with or relating to the underlying transaction giving rise to this Agreement.

3. **Disposition and Termination.**

(a) Escrow Agent shall release the Fund (including any part or portion thereof) within two (2) Business Days after receipt of and in accordance with (x) joint written instructions executed by an Authorized Representative of each Party substantially in the form of Exhibit A annexed hereto (each, a “Disbursement Request”), or (y) a Final Order and the Required Accompanying Documents (as defined below). A “Final Order” means a certified copy of a final order or judgment of a court of competent jurisdiction which is not subject to further proceedings or appeal, determining the rights of the Department or Participant with respect to the Fund (or any portion thereof). Any Final Order submitted pursuant to clause (y) above must be accompanied by a written certification from internal or external counsel for the Party requesting disbursement attesting that such Final Order is final and not subject to further proceedings or appeal, along with a written instruction from an Authorized Representative of the Party requesting disbursement, which is given to effectuate such Final Order and is consistent therewith (such certification and such instruction, collectively, the “Required Accompanying Documents”). The Escrow Agent shall be entitled to conclusively rely upon any such Required Accompanying Documents and shall have no responsibility to review the Final Order to which such Required Accompanying Documents refer or to make any determination as to whether such Final Order is final. Notwithstanding anything to the contrary set forth in Section 8, any instructions setting forth, claiming, objecting to, or in any way related to the transfer or distribution of the Fund (or any portion thereof) must be (A) in writing, (B) executed by the appropriate Party or Parties as evidenced by the signatures of the person or persons signing this Agreement or one of their designated persons as set forth on the Designation of Authorized Representatives attached hereto as Schedules 1-A and 1-B (each an “Authorized Representative”) and (C) delivered to Escrow Agent only by confirmed facsimile or as a Portable Document Format (“PDF”) attached to an email at the fax number or email address set forth in Section 8 below. Each Designation of Authorized Representatives shall be signed by a Secretary, any Assistant Secretary or other duly authorized person of the named Party. No such instruction shall be deemed delivered and effective unless Escrow Agent actually shall have received it by facsimile or as a PDF attached to an email at the fax number or email address set forth in Section 8 and, in the case of a facsimile, as evidenced by a confirmed transmittal to the Party’s or Parties’ transmitting fax number. Escrow Agent shall not be liable to any Party or other person for refraining from acting upon any instruction for or related to the transfer or distribution of all or any of the Fund if delivered to any other fax number or email address, including but not limited to a valid email address of any employee of Escrow Agent. Notwithstanding anything to the contrary, the Parties acknowledge and agree that Escrow Agent (i) shall have no obligation to take any action in connection with this Agreement on a non-Business Day and any action Escrow Agent may otherwise be required to perform on a non-Business Day may be performed by Escrow Agent on the following Business Day and (ii) may not transfer or distribute the Fund until Escrow Agent has completed its security procedures.

(b) Each Party authorizes Escrow Agent to use the funds transfer instructions (“Initial Standing Instructions”) specified for it below to disburse any funds due to such Party, without a verifying call-back as set forth below:

Participant:		The Department:	
Bank Name:		Bank Name:	
Bank Address:		Bank Address:	
ABA number:		ABA number:	
Credit A/C Name:		Credit A/C Name:	
Credit A/C #		Credit A/C #	
If Applicable:		If Applicable:	
FFC A/C Name:		FFC A/C Name:	

FFC A/C #:		FFC A/C #:	
FFC A/C Address:		FFC A/C Address:	

- (c) In the event any funds transfer instructions other than the Initial Standing Instructions are set forth in a permitted instruction from a Party or the Parties in accordance with this Agreement (any such additional funds transfer instructions, "Additional Standing Instructions" and, together with the Initial Standing Instructions, the "Standing Instructions"), Escrow Agent will confirm such Additional Standing Instructions by a telephone call-back to an Authorized Representative of such Party or Parties, and Escrow Agent may rely and act upon the confirmation of anyone purporting to be that Authorized Representative. No funds will be disbursed until such confirmation occurs. Each Party agrees that after such confirmation, Escrow Agent may continue to rely solely upon such Additional Standing Instructions and all identifying information set forth therein for such beneficiary without an additional telephone call-back. Further, it is understood and agreed that if multiple disbursements are provided for under this Agreement pursuant to any Standing Instructions, only the date, amount and/or description of payments may change without requiring a telephone call-back.
  - (d) The persons designated as Authorized Representatives and telephone numbers for same may be changed only in a writing executed by an Authorized Representative or other duly authorized person of the applicable Party setting forth such changes and actually received by Escrow Agent via facsimile or as a PDF attached to an email. Escrow Agent will confirm any such change by a telephone call-back to an Authorized Representative and Escrow Agent may rely and act upon the confirmation of anyone purporting to be that Authorized Representative.
  - (e) Escrow Agent, any intermediary bank and the beneficiary's bank in any funds transfer may rely upon the identifying number of the beneficiary's bank or any intermediary bank included in a funds transfer instruction provided by a Party or the Parties and, if applicable, confirmed in accordance with this Agreement. Further, the beneficiary's bank in the funds transfer instructions may make payment on the basis of the account number provided in such Party's or the Parties' instruction and, if applicable, confirmed in accordance with this Agreement even though it identifies a person different from the named beneficiary.
  - (f) As used in this Section 3, "Business Day" shall mean any day other than a Saturday, Sunday or any other day on which Escrow Agent located at the notice address set forth below is authorized or required by law or executive order to remain closed. The Parties acknowledge that the security procedures set forth in this Section 3 are commercially reasonable. Upon delivery of the Fund in full by Escrow Agent pursuant to this Section 3, this Agreement shall terminate and the related account(s) shall be closed, subject to the provisions of Section 6 and Section 7.
  - (g) Notwithstanding anything to the contrary contained in this Agreement, in the event that an electronic signature is affixed to an instruction issued hereunder to disburse or transfer funds, such instruction shall be confirmed by a verifying call-back to an Authorized Representative.
4. **Escrow Agent.** Escrow Agent shall have only those duties as are specifically and expressly provided herein, which shall be deemed purely ministerial in nature, and no other duties, including but not limited to any fiduciary duty, shall be implied. Notwithstanding anything to the contrary, Escrow Agent has no knowledge of, nor any obligation to comply with, the terms and conditions of any other agreement, Escrow Agent shall not be responsible for determining the meaning of any capitalized term not entirely defined herein, nor shall Escrow Agent be required to determine if any Party has complied with any other agreement. Notwithstanding the terms of any other agreement, the terms and conditions of this Agreement shall control the actions of Escrow Agent. Escrow Agent may conclusively rely upon any written notice, document, instruction or request delivered by the Parties believed by it to be genuine and to have been signed by an Authorized Representative(s), as applicable, without inquiry and without requiring substantiating evidence of any kind and Escrow Agent shall be under no duty to inquire into or investigate the validity, accuracy or content of any such document, notice, instruction or request. Any notice, document, instruction or request delivered by a Party but not contemplated under this Agreement may be disregarded by Escrow Agent. Escrow Agent shall not be liable for any action taken, suffered or omitted to be taken by it in good faith except to the extent that Escrow Agent's fraud, gross negligence or willful misconduct was the cause of any direct loss to either Party. Escrow Agent may execute any of its powers and perform any of its duties hereunder directly or through affiliates or agents. In the event Escrow Agent shall be uncertain, or believes there is

some ambiguity, as to its duties or rights hereunder or receives instructions, claims or demands from any Party hereto which in Escrow Agent's judgment conflict with the provisions of this Agreement, or if Escrow Agent receives conflicting instructions from the Parties, Escrow Agent shall be entitled either to: (a) refrain from taking any action until it shall be given (i) a joint written direction executed by Authorized Representatives of each of the Parties which eliminates such ambiguity or conflict or (ii) a final court order issued by a court of competent jurisdiction (it being understood that Escrow Agent shall be entitled conclusively to rely and act upon any such court order and shall have no obligation to determine whether any such court order is final); or (b) file an action in interpleader. Escrow Agent shall have no duty to solicit any payments which may be due it or the Fund, including, without limitation, the Earnest Money Deposit nor shall Escrow Agent have any duty or obligation to confirm or verify the accuracy or correctness of any amounts deposited with it hereunder. The Parties grant to Escrow Agent a lien and security interest in the Fund in order to secure any indemnification obligations of the Parties or obligation for fees or expenses owed to Escrow Agent hereunder. Anything in this Agreement to the contrary notwithstanding, in no event shall Escrow Agent be liable for special, incidental, punitive, indirect or consequential loss or damage of any kind whatsoever (including but not limited to lost profits), even if Escrow Agent has been advised of the likelihood of such loss or damage and regardless of the form of action.

5. **Succession.** Escrow Agent may resign and be discharged from its duties or obligations hereunder by giving not less than sixty (60) days' advance notice in writing of such resignation to the Parties, or may be removed, with or without cause, by the Parties at any time after giving not less than thirty (30) days' advance joint written notice to Escrow Agent. Escrow Agent's sole responsibility after such resignation or removal becomes effective shall be to hold the Fund (without any obligation to reinvest the same) and to deliver the same to a designated substitute escrow agent, if any, appointed by the Parties, or such other person designated by the Parties, or in accordance with the directions of a final court order, at which time of delivery Escrow Agent's obligations hereunder shall cease and terminate. If prior to the effective resignation or removal date, the Parties have failed to appoint a successor escrow agent, or to instruct Escrow Agent to deliver the Fund to another person as provided above, or if such delivery is contrary to applicable law, at any time on or after the effective resignation date or removal date, Escrow Agent may either (a) interplead the Fund with a court located in the State of South Carolina and the costs, expenses and reasonable attorney's fees which are incurred in connection with such proceeding may be charged against and withdrawn from the Fund; or (b) appoint a successor escrow agent of its own choice. Any appointment of a successor escrow agent shall be binding upon the Parties and no appointed successor escrow agent shall be deemed to be an agent of Escrow Agent. Escrow Agent shall deliver the Fund to any appointed successor escrow agent, at which time Escrow Agent's obligations under this Agreement shall cease and terminate. Any entity into which Escrow Agent may be merged or converted or with which it may be consolidated, or any entity to which all or substantially all of the escrow business may be transferred, shall be the Escrow Agent under this Agreement without further act.

6. **Compensation; Acknowledgment.**

(a) Participant agrees to pay Escrow Agent upon execution of this Agreement and from time to time thereafter reasonable compensation for the services to be rendered hereunder, which unless otherwise agreed in writing, shall be as described in Schedule 2.

(b) Each of the Parties further agrees to the disclosures and agreements set forth in Schedule 2.

7. **Indemnification and Reimbursement.** Participant agrees to indemnify, defend, pay or reimburse, and hold harmless Escrow Agent and its affiliates and their respective successors, assigns, agents, employees, officers and directors (the "Indemnitees") from and against any and all losses, damages, claims, liabilities, costs or expenses (including reasonable documented attorneys' fees) (collectively "Losses"), resulting directly or indirectly from (a) Escrow Agent's performance of this Agreement, except to the extent that such Losses are determined by a court of competent jurisdiction to have been caused by the fraud, gross negligence, willful misconduct, or bad faith of any Indemnitee; and (b) Escrow Agent's following, accepting or acting upon any instructions or directions, whether joint or singular, from the Parties received in accordance with this Agreement; provided, however, that as between the Parties, the amounts paid or reimbursed by Participant hereunder shall be limited to fifty percent (50%) of all such Losses and Participant shall have no obligations under this Section 7 with respect to more than fifty percent (50%) of all such Losses. The Parties hereby grant Escrow Agent a right of set-off against the Fund for the payment of any claim for indemnification, fees, expenses and amounts due to Escrow Agent or an Indemnitee. The obligations set forth in this Section 7 shall survive the resignation, replacement or removal of Escrow Agent or the termination of this Agreement.

8. **Notices.** Except as otherwise provided in Section 3, all communications hereunder shall be in writing, and shall be delivered by facsimile, email (set forth in a PDF attached thereto) or overnight courier only to the appropriate fax number, email address, or notice address set forth for each party as follows:

If to Participant: NextEra Energy, Inc.  
700 Universe Boulevard  
Juno Beach, Florida 33408  
Attention: Mark Hickson; Charles Sieving  
Tel No.: (561) 694-3337  
Email Address: mark.hickson@nee.com  
charles.sieving@nee.com

Account statements and billing: [\[Insert address if different from above\]](#)

With copies to: Hogan Lovells US LLP  
555 Thirteenth Street, NW  
Washington, DC 20007  
Attention: Joseph E. Gilligan; Paul D. Manca  
Fax No.: (202) 637-5910  
Email Address: joseph.gilligan@hoganlovells.com;  
paul.manca@hoganlovells.com

If to the Department: South Carolina Department of Administration  
1200 Senate Street, Suite 460  
Columbia, South Carolina 29201  
Attention: David Avant  
Email: david.avant@admin.sc.gov

Account statements and billing: [\[Insert address if different from above\]](#)

With copies (which shall not constitute notice) to: Gibson, Dunn & Crutcher LLP  
1801 California Street, Suite 4200  
Denver, Colorado 80202  
Attention: Gerald P. Farano  
Email: jfarano@gibsondunn.com

If to Escrow Agent: JPMorgan Chase Bank, N.A.  
Escrow Services  
712 Main Street, 14<sup>th</sup> Floor North  
Houston, Texas 77002  
Attention: Susie Becvar  
Fax No.: (713) 216-6927  
Email Address: [sv.escrow@jpmorgan.com](mailto:sv.escrow@jpmorgan.com)

9. **Compliance with Court Orders.** In the event any of the Fund shall be attached, garnished, levied upon, or otherwise be subject to any court order or other governmental order, or the delivery thereof shall be stayed or enjoined by an order of a court, Escrow Agent is hereby expressly authorized, in its good faith discretion, to obey and comply with all such orders so entered or issued, and in the event that Escrow Agent obeys or complies with any such order it shall not be liable to any of the Parties hereto or to any other person by reason of such compliance notwithstanding such order be subsequently reversed, modified, annulled, set aside or vacated.

10. **Miscellaneous.** (a) The provisions of this Agreement may be waived, altered, amended or supplemented only by a writing signed by Escrow Agent and the Parties. Neither this Agreement nor any right or interest hereunder may be assigned by any Party without the prior consent of Escrow Agent and the other Party and any assignment in violation of this Agreement shall be ineffective and void; provided, however, that (i) Participant may,



without the consent of the Department, assign all of its rights and obligations hereunder to any of its Affiliates (provided, further, that no such assignment shall be effective until such Affiliate has successfully completed, to Escrow Agent's reasonable satisfaction, the Escrow Agent's "know-your-customer" review and other onboarding processes), and (ii) in the event that the Department (on behalf of Santee Cooper) and Participant execute the Purchase Agreement, the Department may, without the consent of Participant, assign all of its rights and obligations hereunder to Santee Cooper (provided, further, that no such assignment shall be effective until the Santee Cooper has completed, to Escrow Agent's reasonable satisfaction, the Escrow Agent's "know-your-customer" review and other onboarding processes). This Agreement (as well as any claim or controversy arising out of or relating to this Agreement or the transactions contemplated hereby) shall be governed by and construed in accordance with the laws of the State of South Carolina, without regard to the conflicts of laws rules thereof that would otherwise require the laws of another jurisdiction to apply. Each of the Parties hereto and Escrow Agent hereby irrevocably waives, to the fullest extent permitted by law, any and all right to trial by jury in any legal proceeding arising out of or related to this Agreement or any certificate, instruction, or other document executed or delivered in connection herewith, or any of the transactions contemplated hereby. Each Party and Escrow Agent irrevocably waives any objection on the grounds of venue, forum non-conveniens or any similar grounds and irrevocably consents to service of process by U.S. registered mail or in any other manner permitted by applicable law and consents to the jurisdiction of the courts located in the State of South Carolina. Each Party agrees that it is subject to civil and commercial proceedings for any breach of this Agreement; to the extent that in any jurisdiction either Party may now or hereafter be entitled to claim for itself or its assets, immunity from suit, execution, attachment (before or after judgment) or other legal process or immunity from liability, such Party shall not claim, and hereby irrevocably waives, such immunity.

(b) No party to this Agreement is liable to any other party for losses due to, or if it is unable to perform its obligations under the terms of this Agreement because of, acts of God, fire, war, terrorism, floods, strikes, electrical outages, equipment or transmission failure, or other causes reasonably beyond its control. This Agreement and any joint instructions from the Parties may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument or instruction, as applicable. This Agreement may be executed and transmitted by facsimile or as a PDF attached to an email, and each such executed counterpart so transmitted shall be of the same legal effect, validity and enforceability as a manually executed original, bearing a wet-inked signature. All signatures of the parties to this Agreement may be transmitted by facsimile or as a PDF attached to an email, and such facsimile or PDF will, for all purposes, be deemed to be the original signature of such party whose signature it reproduces, and will be binding upon such party. This Agreement and the Agreement to Transact constitute the entire agreement between the Parties with respect to the subject matter hereof and supersede any prior agreements and understandings between the Parties with respect to the subject matter hereof. If any provision of this Agreement is determined to be prohibited or unenforceable by reason of any applicable law of a jurisdiction, then such provision shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions thereof, and any such prohibition or unenforceability in such jurisdiction shall not invalidate or render unenforceable such provisions in any other jurisdiction. The Parties each represent, warrant and covenant that (i) each document, notice, instruction or request provided by such Party to Escrow Agent shall comply with applicable laws and regulations; and (ii) the person(s) executing this Agreement on such Party's behalf and certifying Authorized Representatives in the applicable Schedule 1 has been duly and properly authorized to do so, and each Authorized Representative of such Party has been duly and properly authorized to take actions specified for such person in the applicable Schedule 1. Participant further represents, warrants and covenants that Participant has full corporate power and authority to enter into this Agreement and to perform all of the duties and obligations to be performed by it hereunder. The Department further represents, warrants and covenants that the Department has full power and authority to enter into this Agreement and to perform all of the duties and obligations to be performed by it hereunder. Except as expressly provided in Section 7 above, nothing in this Agreement, whether express or implied, shall be construed to give to any person or entity other than Escrow Agent and the Parties any legal or equitable right, remedy, interest or claim under or in respect of the Fund or this Agreement.

*[Signature pages follow]*

**IN WITNESS WHEREOF**, the parties hereto have executed this Agreement as of the date set forth above.

**PARTICIPANT:**

**NEXTERA ENERGY, INC.**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**DEPARTMENT:**

**SOUTH CAROLINA DEPARTMENT OF ADMINISTRATION**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**ESCROW AGENT:**

**JPMORGAN CHASE BANK, N.A.,**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

EXHIBIT A

**Form of Escrow Release Notice – Joint Instructions**

JPMorgan Chase Bank, N.A., Escrow Services  
712 Main Street, 14th Floor North  
Houston, Texas 77002  
Attention: Susie Becvar  
Fax No.: (713) 216-6927  
Email Address: sw.escrow@jpmorgan.com

Date:

**Re: NextEra Energy, Inc. / South Carolina Department of Administration – Escrow Agreement dated [ ]  
Escrow Account no. [ ]**

**Dear Sir/Madam:**

We refer to the Escrow Agreement dated February [●], 2020 between NextEra Energy, Inc. (“Participant”), the South Carolina Department of Administration (the “Department”), and JPMorgan Chase Bank, N.A., as Escrow Agent (the “Escrow Agreement”).

Capitalized terms in this letter that are not otherwise defined shall have the same meaning given to them in the Escrow Agreement.

Pursuant to Section 3(a) of the Escrow Agreement, the Parties instruct Escrow Agent to release the Fund, or the portion specified below, to the specified account as instructed below in immediately available funds as soon as reasonably practicable, but in any event no later than two (2) Business Days from the date of your receipt of these instructions.

Amount  
(In writing)  
Beneficiary  
City  
Country

**US Instructions:**

Bank  
Bank address  
ABA Number:  
Credit A/C Name:  
Credit A/C #:  
Credit A/C Address:  
If Applicable:  
    FFC A/C Name:  
    FFC A/C #:  
    FFC A/C Address:

**International Instructions:**

Bank Name:  
Bank Address  
SWIFT Code:  
US Pay Through ABA:  
Credit A/C Name:  
Credit A/C # (IBAN #):  
Credit A/C Address:

If Applicable:

FFC A/C Name:

FFC A/C # (IBAN #):

FFC A/C Address:

*[Signature pages follow]*

**FOR AND ON BEHALF OF PARTICIPANT:**

\_\_\_\_\_  
Name:

Date:

Title:

**FOR AND ON BEHALF OF THE DEPARTMENT:**

\_\_\_\_\_  
Name:

Date:

Title:

**Schedule 1-A**

**NextEra Energy, Inc.**

**DESIGNATION OF AUTHORIZED  
REPRESENTATIVES**

The undersigned, \_\_\_\_\_, being the duly elected, qualified and acting \_\_\_\_\_ of NextEra Energy, Inc. ("Participant"), does hereby certify:

1. That each of the following persons is at the date hereof an Authorized Representative, as such term is defined in the Escrow Agreement, dated February \_\_\_\_, 2020, by and among Participant, the South Carolina Department of Administration, and Escrow Agent (the "Escrow Agreement"), that the signature appearing opposite each person's name is the true and genuine signature of such person, and that each person's contact information is current and up-to-date at the date hereof. Each of the Authorized Representatives is authorized to issue instructions, confirm funds transfer instructions by callback and effect changes in Authorized Representatives, all in accordance with the terms of the Escrow Agreement.

NAME	SIGNATURE	TELEPHONE & CELL NUMBERS

2. That pursuant to Participant's governing documents, as amended, the undersigned has the power and authority to execute this Designation of Authorized Representatives ("Designation") on behalf of Participant, and that the undersigned has so executed this Designation this \_\_\_\_ day of February, 2020.

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

All instructions, including but not limited to funds transfer instructions, whether transmitted by facsimile or set forth in a PDF attached to an email, must include the signature (or electronic signature subject to the conditions set forth in the Escrow Agreement) of the Authorized Representative authorizing said funds transfer on behalf of such Party.

**Schedule 1-B**

**The South Carolina Department of Administration**

**DESIGNATION OF AUTHORIZED REPRESENTATIVES**

The undersigned, Paul Koch, being the duly elected, qualified and acting Chief of Staff of the South Carolina Department of Administration (the "Department"), does hereby certify:

1. That each of the following persons is at the date hereof an Authorized Representative, as such term is defined in the Escrow Agreement, dated February \_\_\_\_, 2020, by and among NextEra Energy, Inc., the Department, and JPMorgan Chase Bank, N.A. (the "Escrow Agreement"), that the signature appearing opposite such person's name is the true and genuine signature of such person, and that such person's contact information is current and up-to-date at the date hereof. Each of the Authorized Representatives is authorized to issue instructions, confirm funds transfer instructions by callback and effect changes in Authorized Representatives, all in accordance with the terms of the Escrow Agreement.

NAME	SIGNATURE	TELEPHONE & CELL NUMBERS
Marcia Adams		(803) 734 - 5198
David Avant		(803) 737 - 6898

2. That pursuant to the Department's governing documents, as amended, the undersigned has the power and authority to execute this Designation of Authorized Representatives ("Designation") on behalf of the Department, and that the undersigned has so executed this Designation this \_\_\_\_ day of February, 2020.

Signature: \_\_\_\_\_

Name: Paul Koch

Title: Chief of Staff

All instructions, including but not limited to funds transfer instructions, whether transmitted by facsimile or set forth in a PDF attached to an email, must include the signature (or electronic signature subject to the conditions set forth in the Escrow Agreement) of the Authorized Representative authorizing said funds transfer on behalf of such Party.

SCHEDULE 2

J.P.Morgan

**Schedule of Fees and Disclosures for Escrow Agent Services**

**Account Acceptance Fee . . . . . \$Waived**

Encompassing review, negotiation and execution of governing documentation, opening of the account, and completion of all due diligence documentation. Payable upon signing of this Agreement.

**Annual Administration Fee . . . . . \$1,000**

The Administration Fee covers our usual and customary ministerial duties, including record keeping, distributions, document compliance and such other duties and responsibilities expressly set forth in the governing documents for each transaction. Payable upon signing of this Agreement and annually in advance thereafter, without pro-rata for partial years.

**Extraordinary Services and Out-of-Pocket Expenses:** Escrow Agent or any of its affiliates may receive compensation with respect to any investment directed hereunder including without limitation charging any applicable agency fee or trade execution fee in connection with each transaction. Any additional services beyond our standard services as specified above, and all reasonable out-of-pocket expenses including attorney's or accountant's fees and expenses will be considered extraordinary services for which related costs, transaction charges, and additional fees will be billed at Escrow Agent's then standard rate. Escrow Agent may impose, charge, pass-through and modify fees and/or charges for any account established and services provided by Escrow Agent, including but not limited to, transaction, maintenance, balance-deficiency, and service fees, agency or trade execution fees, and other charges, including those levied by any governmental authority.

**Fee Disclosure & Assumptions:** Please note that the fees quoted are based on a review of the transaction documents provided and an internal due diligence review, and assumes the escrow deposit will be continuously invested in a MMDA at JPMorgan Chase Bank, N.A. Escrow Agent reserves the right to revise, modify, change and supplement the fees quoted herein if the assumptions underlying the activity in the account, level of balances, market volatility or other factors change from those used to set the fees described herein.

Payment of the invoice is due upon receipt.

**Disclosures and Agreements:**

**Taxes.** The Parties shall duly complete such tax documentation or other procedural formalities necessary for Escrow Agent to complete required tax reporting and for the relevant Party to receive interest or other income without withholding or deduction of tax in any jurisdiction. Should any information supplied in such tax documentation change, the Parties shall promptly notify Escrow Agent. Escrow Agent shall withhold any taxes it deems appropriate in the absence of proper tax documentation or as required by law, including without limitation, the Foreign Account Tax Compliance Act ("FATCA"), and shall remit such taxes to the appropriate authorities.

**Representations Relating to Section 15B of the Securities Exchange Act of 1934 (Rule 15Ba1-1 et seq.) (the "Municipal Advisor Rule").** Each Party represents and warrants to Escrow Agent that for purposes of the Municipal Advisor Rules, none of the funds (if any) currently invested, or that will be invested in the future, in money market funds, commercial paper or treasury bills under this Agreement constitute or contain (i) proceeds of municipal securities (including investment income therefrom and monies pledged or otherwise legally dedicated to serve as collateral or a source or repayment for such securities) or (ii) municipal escrow investments (as each such term is defined in the Municipal Advisor Rule). Each Party also represents and warrants to Escrow Agent that the person providing this certification has access to the appropriate information or has direct knowledge of the source of the funds to be invested to enable the forgoing representation to be made. Further, each Party acknowledges that Escrow Agent will rely on this representation until notified in writing otherwise.

**Know Your Customer.** To assist in the prevention of the funding of terrorism and money laundering activities, applicable law may require financial institutions to obtain, verify, and record information that identifies each person who opens an account. What this means for the Parties: when the Parties open an account, Escrow Agent may ask for



each Party's name, address, date of birth (for natural persons), and/or other information and documents that will allow Escrow Agent to identify such Party. Escrow Agent may also request and obtain certain information from third party vendors regarding any Party. To fulfill Escrow Agent's "know your customer" responsibilities and in connection with its performance of this Agreement, Escrow Agent may request information and/or documentation from each Party from time to time, including, without limitation, regarding such Party's organization and business and, to the extent applicable, beneficial owner(s) of such Party, including relevant natural or legal persons, and such Party shall procure and furnish the same to Escrow Agent in a timely manner. Any information and/or documentation furnished by any Party is the sole responsibility of such Party and Escrow Agent is entitled to rely on the information and/or documentation without making any verification whatsoever (except for the authentication under the security procedures, as applicable). Each Party represents and warrants that all such information and/or documentation is true, correct and not misleading and shall use its commercially reasonable efforts to advise Escrow Agent of any changes and, except as prohibited by applicable law, such Party agrees to use its commercially reasonable efforts to provide complete responses to Escrow Agent's requests within the timeframes reasonably specified by the Escrow Agent. If any Party fails to provide or consent to the provision of any information required by this paragraph, Escrow Agent may suspend or discontinue providing any service hereunder and resign pursuant to this Agreement.

**OFAC Disclosure.** Escrow Agent is required to act in accordance with the laws and regulations of various jurisdictions relating to the prevention of money laundering and the implementation of sanctions, including but not limited to regulations issued by the U.S. Office of Foreign Assets Control. Escrow Agent is not obligated to execute payment orders or effect any other transaction where the beneficiary or other payee is a person or entity with whom Escrow Agent is prohibited from doing business by any law or regulation applicable to Escrow Agent, or in any case where compliance would, in Escrow Agent's opinion, conflict with applicable law or banking practice or its own policies and procedures. Where Escrow Agent does not execute a payment order or effect a transaction for such reasons, Escrow Agent may take any action required by any law or regulation applicable to Escrow Agent including, without limitation, freezing or blocking funds. Transaction screening may result in delays in the posting of transactions.

**Abandoned Property.** Escrow Agent is required to act in accordance with the laws and regulations of various states relating to abandoned property, escheatment or similar law and, accordingly, shall be entitled to remit dormant funds to any state as abandoned property in accordance with such laws and regulations. Without limitation of the foregoing, notwithstanding any instruction to the contrary, Escrow Agent shall not be liable to any Party for any amount disbursed from an account maintained under this Agreement to a governmental entity or public official in compliance with any applicable abandoned property, escheatment or similar law.

**Information.** The Parties authorize Escrow Agent to disclose information with respect to this Agreement and the account(s) established hereunder, the Parties, or any transaction hereunder if such disclosure is: (i) necessary in Escrow Agent's opinion, for the purpose of allowing Escrow Agent to perform its duties and to exercise its powers and rights hereunder or for risk management purposes or compliance with legal, tax and regulatory requirements, including, without limitation, FATCA; (ii) to a proposed assignee of the rights of Escrow Agent; (iii) to a branch, affiliate, subsidiary, employee or agent of Escrow Agent or to their auditors, regulators or legal advisers or to any competent court; (iv) to the auditors of any of the Parties; or (v) required by applicable law, regardless of whether the disclosure is made in the country in which each Party resides, in which the Escrow Account is maintained, or in which the transaction is conducted. The Parties agree that such disclosures by Escrow Agent and its affiliates may be transmitted across national boundaries and through networks, including those owned by third parties.

**Foreign Exchange.** If Escrow Agent accepts a funds transfer instruction under this Agreement for payment in a currency (the "Non-Account Currency") other than the currency of the account (the "Account Currency"), Escrow Agent is authorized to enter into a foreign exchange transaction to sell to the Party or Parties the amount of Non-Account Currency required to complete the funds transfer and debit the account for the purchase price of the Non-Account Currency. If Escrow Agent receives a payment to the account in a Non-Account Currency, Escrow Agent is authorized to purchase the Non-Account Currency from the Party or Parties, and to credit the purchase price to the account in lieu of the Non-Account Currency. The applicable foreign exchange rate and spread for any of the foregoing transactions shall be determined by Escrow Agent in its sole discretion and may differ from foreign exchange rates and spreads at which comparable transactions are entered into with other customers or the range of foreign exchange rates or spreads at which Escrow Agent otherwise enters into foreign exchange transactions on the relevant date. Escrow Agent may generate additional profit or loss in connection with Escrow Agent's execution of a foreign exchange transaction or management of its risk related thereto in addition to the applicable spread. Further, (i) Escrow Agent has full discretion to execute such foreign exchange transactions in such manner as Escrow Agent determines in its sole discretion and (ii) Escrow Agent may manage the associated risks of Escrow Agent's own position in the market in a manner it deems appropriate without regard to the impact of such activities on the Parties. Any such foreign exchange

transaction will be between Escrow Agent and a Party or Parties as principals, and Escrow Agent will not be acting as agent or fiduciary for the Parties.

**Acknowledgment of Compensation and Multiple Roles.** Escrow Agent is authorized to act under this Agreement notwithstanding that Escrow Agent or any of its subsidiaries or affiliates (such subsidiaries and affiliates hereafter individually called an "Affiliate" and collectively called "Affiliates") may (A) receive fees or derive earnings (float) as a result of providing an investment product or account on the books of Escrow Agent pursuant to this Agreement or for providing services or referrals with respect to investment products, or (B) (i) act in the same transaction in multiple capacities, (ii) engage in other transactions or relationships with the same entities to which Escrow Agent may be providing escrow or other services under this Agreement, (iii) refer clients to an Affiliate for services or (iv) enter into agreements under which referrals of escrow or related transactions are provided to Escrow Agent. JPMorgan Chase Bank, N.A. may earn compensation from any of these activities in addition to the fees charged for services under this Agreement.

**FDIC Disclosure.** In the event Escrow Agent becomes insolvent or enters into receivership, Escrow Agent may provide to the Federal Deposit Insurance Corporation ("FDIC") account balance information for any account governed by this Agreement, as reflected on Escrow Agent's end-of-day ledger balance, and the customer name and tax identification number associated with such accounts for the purposes of determining the appropriate deposit insurance coverage. Funds held in such accounts will be insured by the FDIC under its applicable rules and limits.

**THE FOLLOWING DISCLOSURES ARE REQUIRED TO BE PROVIDED UNDER APPLICABLE U.S. REGULATIONS, INCLUDING, BUT NOT LIMITED TO, FEDERAL RESERVE REGULATION D. WHERE SPECIFIC INVESTMENTS ARE NOTED BELOW, THE DISCLOSURES APPLY ONLY TO THOSE INVESTMENTS AND NOT TO ANY OTHER INVESTMENT.**

**Demand Deposit Account Disclosure.** Escrow Agent is authorized, for regulatory reporting and internal accounting purposes, to divide an escrow demand deposit account maintained in the U.S. in which the Fund is held into a non-interest bearing demand deposit internal account and a non-interest bearing savings internal account, and to transfer funds on a daily basis between these internal accounts on Escrow Agent's general ledger in accordance with U.S. law at no cost to the Parties. Escrow Agent will record the internal accounts and any transfers between them on Escrow Agent's books and records only. The internal accounts and any transfers between them will not affect the Fund, any investment or disposition of the Fund, use of the escrow demand deposit account or any other activities under this Agreement, except as described herein. Escrow Agent will establish a target balance for the demand deposit internal account, which may change at any time. To the extent funds in the demand deposit internal account exceed the target balance, the excess will be transferred to the savings internal account, unless the maximum number of transfers from the savings internal account for that calendar month or statement cycle has already occurred. If withdrawals from the demand deposit internal account exceeds the available balance in the demand deposit internal account, funds from the savings internal account will be transferred to the demand deposit internal account up to the entire balance of available funds in the savings internal account to cover the shortfall and to replenish any target balance that Escrow Agent has established for the demand deposit internal account. If a sixth transfer is needed during a calendar month or statement cycle, it will be for the entire balance in the savings internal account, and such funds will remain in the demand deposit internal account for the remainder of the calendar month or statement cycle.

**MMDA Disclosure and Agreement.** If MMDA is the investment for the escrow deposit as set forth above or anytime in the future, the Parties acknowledge and agree that U.S. law limits the number of pre-authorized or automatic transfers or withdrawals or telephonic/electronic instructions that can be made from an MMDA to a total of six (6) per calendar month or statement cycle or similar period. Escrow Agent is required by U.S. law to reserve the right to require at least seven (7) days' notice prior to a withdrawal from a money market deposit account.

**Unlawful Internet Gambling.** The use of any account to conduct transactions (including, without limitation, the acceptance or receipt of funds through an electronic funds transfer, or by check, draft or similar instrument, or the proceeds of any of the foregoing) that are related, directly or indirectly, to unlawful Internet gambling is strictly prohibited.

**Recordings.** Each Party and Escrow Agent consent to the other party or parties making and retaining recordings of telephone conversations between any Party or Parties on one hand and Escrow Agent on the other hand in connection with Escrow Agent's security procedures.

**Use of Electronic Records and Signatures.** As used in this Agreement, the terms "writing" and "written" include electronic records, and the terms "execute", "signed" and "signature" include the use of electronic signatures.

Notwithstanding any other provision of this Agreement or the attached Exhibits and Schedules, any electronic signature that is presented as the signature of the purported signer, regardless of the appearance or form of such electronic signature, may be deemed genuine by Escrow Agent in Escrow Agent's sole discretion, and such electronic signature shall be of the same legal effect, validity and enforceability as a manually executed, original, wet-inked signature; provided, however, that any such electronic signature must be an actual and not a typed signature. Any electronically signed agreement shall be an "electronic record" established in the ordinary course of business and any copy shall constitute an original for all purposes. The terms "electronic signature" and "electronic record" shall have the meanings ascribed to them in 15 USC § 7006. This Agreement and any instruction or other document furnished hereunder may be transmitted by facsimile or as a PDF file attached to an email.

**EXHIBIT D**

**PARTICIPANT BID COVER LETTER**

[Please see Exhibit C of this Report]