SCHEDULES

TO THE

ASSET PURCHASE AND SALE AGREEMENT

BY AND AMONG

THE CITY OF VERO BEACH,
AS SELLERS

AND

FLORIDA POWER & LIGHT COMPANY,
AS BUYER

1. These Schedules have been prepared by the City of Vero Beach, a municipal corporation organized under the laws of the State of Florida ("Seller") and by Florida Power & Light Company, a corporation organized under the laws of the State of Florida ("Buyer") in connection with the execution and delivery of that certain Asset Purchase and Sale Agreement dated as of _____, 2013, by and between Buyer and Seller (the "Agreement"). The Schedules listed on Annex I to this page have been prepared by, and are the sole responsibility of, Seller. The Schedules listed on Annex II to this page have been prepared by, and are the sole responsibility of, Buyer. The Schedules listed on Annex III to this page have been jointly prepared by and mutually agreed upon by Seller and Buyer.

2. Unless otherwise defined herein, capitalized terms used but not defined in these Schedules shall have the meanings given to such capitalized terms in the Agreement.

3. Any fact or item disclosed on any Schedule to the Agreement shall not by reason of such disclosure be deemed to be material and shall not be employed as a point of reference in determining any standard of materiality under the Agreement.

4. Any fact or item disclosed on one Schedule shall not be deemed to be disclosed on another Schedule unless the description of the second Schedule makes an express reference to the fact or item from the first Schedule that is to be incorporated by reference in the second Schedule.

5. Certain agreements and other matters are listed in these Schedules for informational purposes only, notwithstanding the fact that, because they do not rise above applicable materiality thresholds or otherwise, they are not required to be listed herein by the terms of the Agreement. In no event shall the listing of such agreements or other matters in these Schedules be deemed or interpreted to broaden or otherwise amplify, or to detract from or limit (except as expressly provided in the applicable representation, warranty, covenant or agreement contained in the Agreement that refers to such Schedule), any of the representation, warranties, covenants

or agreements contained in the Agreement and nothing in these Schedules shall influence the construction or interpretation of any of the representation, warranties, covenants or agreements contained in the Agreement.

Schedule 1.1(57)

Decommissioning Standards

Subject to the next sentence, Buyer shall dismantle and remove from the Vero Beach Power Plant Site all of the Vero Beach Power Plant and the Vero Beach Power Plant Substation. Notwithstanding anything to the contrary in this Schedule or the Agreement, Buyer shall not be required to (i) remove any underground improvements, such as pipes and foundations, roadways, or concrete slabs on or in the ground or canals or (ii) perform any Remediation other than as required by the Buyer Remediation Share and the Buyer Remediation Responsibility. Buyer shall not be responsible for the cost of any Remediation performed (or caused to be performed) by Buyer beyond the Buyer Remediation Share and the Buyer Remediation Responsibility. Buyer shall not be responsible to redesign or remove intake / outfall structures, underground storm water systems, underground vaults, sanitary systems or non-native vegetation, abandonment of underground gas piping, providing or removal of fill for grade restoration, removal of dolphins, or returning canals to any condition prior to plant construction or operation.

Schedule 4.3

Seller Third-Party Consents

1. All required approvals from FERC, including approval under section 203 of the Federal Power Act and acceptance of tariff and/or service agreement filings under section 205 of the Federal Power Act.

2. FPSC approval of, including without limitation, Buyer's rates to the former customers of Seller pursuant to Rule 25-9.044, Florida Administrative Code, and the termination of the FPL-COVB territorial agreement.

4. Federal Communications Commission for assignment of any Radio Licenses.

5. Florida Municipal Power Agency as set forth in Section 6.13 and as required to satisfy the conditions precedent in the OUC Assignment Agreements and the OUC Transfer Agreements.

6. Florida Municipal Power Agency Bond Insurer (Ambac Assurance Corp.) as required to satisfy the conditions precedent in the OUC Assignment Agreements and the OUC Transfer Agreements.

7. Florida Municipal Power Agency Bond Trustee as required to satisfy the conditions precedent in the OUC Assignment Agreements and the OUC Transfer Agreements.

8. Florida Municipal Power Agency Bond Rating Agencies (Moody / Fitch) as required to satisfy the conditions precedent in the OUC Assignment Agreements and the OUC Transfer Agreements.

9. Florida Municipal Power Agency Bond Counsel (legal opinion / certificate of no adverse effect to other project participants) as required to satisfy the conditions precedent in the OUC Assignment Agreements and the OUC Transfer Agreements.

10. Florida Municipal Power Agency Consulting Engineer (certificate of no adverse effect to other project participants) as required to satisfy the conditions precedent in the OUC Assignment Agreements and the OUC Transfer Agreements.

11. Any additional consent(s) from any of the Persons described in paragraphs 5 through 10 above or other Person(s) that are required in order for Seller to satisfy the condition to Closing set forth in Section 7.1(c). Orlando Utility Commission consent for transfer and assignment to OUC of Seller's power entitlement shares in the Stanton I and Stanton II projects.

12. Indian River Farms Water Control District for approval of the District Licenses and District Sublicenses

13. Approval by the School District of Indian River County and Indian River County of the Dark Fiber License Agreement, Pole Attachment Agreement for Seller Fiber Optic System, and Grounding Lease Agreements.

14. Federal Aviation Administration and Florida Department of Transportation consent and approval of the Airport Property Lease Agreements and related easements.

Schedule 4.8

Acquired Assets Not in Sufficient Condition

None.

Schedule 5.3(a)

Buyer Third-Party Consents

1. All FERC approvals and determinations requested by Buyer or required by FERC.
2. All FPSC approvals and determinations requested by Buyer or required by FPSC.
3. FPSC approval of the termination of the FPL-COVB territorial agreement.
4. Federal Communications Commission for assumption of any Radio Licenses.
5. Indian River Farms Water Control District for approval of the District Licenses and District Sublicenses.
6. Approval by the School District of Indian River County and Indian River County of the Dark Fiber License Agreement, Pole Attachment Agreement for Seller Fiber Optic System, and Grounding Lease Agreements.
7. FAA and FDOT approval of Airport Lease Agreements and related easements.

Schedule 5.3(b)

Buyer's Required Regulatory Approvals

1. All FERC approvals and determinations requested by Buyer or required by FERC.

2. All FPSC approvals and determinations requested by Buyer or required by FPSC.

3. Federal Communications Commission for assumption of any Radio Licenses.

4. Indian River Farms Water Control District for approval of the District Licenses and District Sublicenses.

5. Approval by the School District of Indian River County and Indian River County of the Dark Fiber License Agreement, Pole Attachment Agreement for Seller Fiber Optic System, and Grounding Lease Agreements.

6. FAA and FDOT approval of Airport Lease Agreements and related easements.