EXHIBIT O

This instrument was prepared by and after recording return to:
Jorge Diaz-Silveira, Esq.
Hogan Lovells US LLP
200 South Biscayne Blvd.
Suite 400
Miami, FL 33131

CAPITAL LEASE AGREEMENT

BY AND BETWEEN

CITY OF VERO BEACH, FLORIDA
AS LANDLORD

AND

FLORIDA POWER & LIGHT COMPANY,
AS TENANT

DATED AS OF _____, 201[_]

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CAPITAL LEASE AGREEMENT

THIS CAPITAL LEASE AGREEMENT (the "**Lease**"), is made as of the __ day of _____, 201[_] (the "Execution Date"), by and between the **City of Vero Beach, Florida**, a municipal corporation organized under the laws of the State of Florida (the "Landlord"), and **Florida Power & Light Company**, a corporation under the laws of the State of Florida (the "**Tenant**").

BASIC LEASE INFORMATION

Property:	The leased property shall consist of the poles, wires, trade fixtures and other personal property of Landlord listed in **Exhibit A**, collectively, the "Property").
Term of Lease:	Subject to Tenant's rights of termination and purchase as provided in Sections 21-22 hereof, the term of the Lease (the "Term") will commence on [*insert date*] (the "Commencement Date") and expire on the later of (i) the ninety-ninth (99th) anniversary of the Commencement Date or (ii) the end of the last renewal period in the Term as provided in Section 21 (the "Expiration Date").
Rent:	$[_____].
Operating Expenses:	Tenant shall be responsible for all operating expenses related to the Property, and Landlord shall not be responsible for any such expenses, unless specifically provided in this Lease.
Permitted Use:	Tenant may use the Property for any lawful purpose consistent with Tenant's operation of an electrical utility system and/or for attachment by third parties.
Landlord's Address for Notices and Rent Payments:	City of Vero Beach 1053 20th Place

Vero Beach, FL ~~32961-1389~~32960
Attention: City Manager

with a copies to:

City of Vero Beach
1053 20th Place
Vero Beach, FL ~~32961-1389~~32960
Attention: City Attorney

and

Edwards Wildman Palmer LLP
525 Okeechobee Boulevard
Suite 1600
West Palm Beach, FL 33401
Attention: John G. Igoe, P.A.

Tenant's Address for Notices: ~~Florida Power & Light Company~~
700 Universe Boulevard EMT/JB
Juno Beach, FL 33408
Attention: EMT Contracts Department

with a copy to:

Florida Power & Light Company
700 Universe Boulevard JB/Law
Juno Beach, FL 33408
Attention: General Counsel

Exhibit: Exhibit "A": Description of Property

LEASE

1. **Property**. In consideration of the mutual covenants hereinafter set forth and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Landlord hereby leases to Tenant, and Tenant hereby leases from Landlord, the Property.

2. **Term**. Subject to the provisions of this Lease, Tenant shall have the right to the exclusive possession and use of the Property during the Term. Notwithstanding that the Commencement Date may occur, and the Term may commence, after the date of execution of this Lease, upon delivery and acceptance of this Lease in accordance with the terms of this Lease, this Lease shall be in full force and effect and binding upon the parties.

3. **Rent**. At the Closing, as defined in that certain Asset Purchase and Sale Agreement made by and between Landlord and Tenant dated as of [_____], 20[__] (the "PSA"), Tenant shall pay the Rent for the use and ~~occupancy~~possession of the Property in the amount set forth in the Basic Lease Information, plus Florida sales tax, if applicable, without set off, counterclaim, or deduction whatsoever, except as otherwise expressly set forth in this Lease. Except as expressly set forth in this Lease, no abatement, diminution, reduction or set off of any charges or compensation, shall be claimed by, or allowed to, Tenant, or any persons claiming under Tenant. The Rent payment shall be made by wire transfer of immediately available funds, denominated in U.S. dollars, or by such other means as are agreed upon by Landlord and Tenant.

4. **Landlord's Lien**. Landlord hereby waives any statutory and common law liens on the Property, Tenant's trade fixtures and personal property.

5. **Use; Legal Requirements; Signage**

(a) Use. Tenant may use the Property during the Term, after the Commencement Date, solely for the use described in the Basic Lease Information, and for no other use or purpose whatsoever. Subject to the obligations of the Landlord set forth in this Lease, including, without limitation, subsection 5 (b) hereof, Tenant agrees to comply with all applicable laws, ordinances, rules, and regulations of any governmental entity or agency having jurisdiction over the Property (the "Legal Requirements") applicable to the use of the Property.

(b) Legal Requirements. Landlord represents and covenants that, as of the Execution Date, the Property ~~comply~~complies with all Legal Requirements applicable thereto, and that there are no violations of any such Legal Requirements ~~on~~as to the Property.

(c) ~~Signage. Tenant shall have the exclusive right to install, erect, and maintain, at Tenant's expense, the maximum signage permitted by (and subject to) Legal Requirements at the Property. Tenant, at Tenant's expense, shall apply for, and obtain, all permits and licenses required in connection with signage at the Property and shall be fully responsible for the proper installation thereof. Landlord will cooperate with Tenant in the obtaining of such permits and licenses.~~ [Reserved]

(d) Utilities. Landlord shall execute upon request therefor by Tenant such easements and rights of way as Tenant shall reasonably require for the purpose of its connection to, and use of, drainage and utility facilities (including, but not limited to, water, gas (if applicable), telephone, electric lines, storm drainage, sanitary sewer systems and surface drainage) in connection with Tenant's use of the Property. Notwithstanding anything contained herein to the contrary, commencing on the Commencement Date, and continuing for the remainder of the Term, Tenant shall pay when due all bills for water, sewer, heat, gas and electricity used by Tenant in connection with the Property.

6. **Restoration**. Tenant shall not be required to restore or maintain the Property.. Landlord shall have no obligation to maintain or, upon damage thereto, restore the Property. The following shall apply with respect to the surrender of the Property at the end of the Term and the removal of Tenant's leasehold improvements, alterations and personal property:

(a) Leasehold Improvements. At the expiration or earlier termination of the Term, Tenant shall surrender the Property to Landlord. All leasehold improvements constructed by or for Tenant shall, at the expiration or earlier termination of this Lease, at Tenant's option, either be removed from the Property by Tenant or become Landlord's property.

(b) Personal Property/Trade Fixtures. Tenant may, during the Term, remove, modify, repair or replace the Property. The Tenant's personal property or trade fixtures existing on the Property, at the expiration or earlier termination of this Lease, shall, at Tenant's option, either be removed from the Property by Tenant or become Landlord's property.

7. **Insurance**. Tenant, at its expense, shall maintain insurance for the Property consistent with the insurance that it maintains for other properties utilized by the Tenant in the conduct of its business.

8. **Taxes.**

(a) Real Property. Landlord shall be solely responsible for all ad valorem real property taxes and assessments, if any, levied against the Property (the "Taxes") and all special assessments relative to the Property, if any, which accrue prior to the Commencement Date, including, without limitation, any all interest, penalties and fines, if any, applicable thereto (the "Landlord Taxes"). If all or any portion of the Landlord Taxes remain unpaid on the Commencement Date, Tenant may pay same and Landlord shall reimburse Tenant for the amount thereof no later than ten (10) calendar days after written demand therefor by Tenant. If Landlord fails to timely reimburse Tenant, the full amount of such reimbursement shall thereafter accrue interest from the date of payment by Tenant until repaid by Landlord at rate of the stated prime lending rate per annum on the date of ~~Tenant'~~Landlord's default as published in the Wall Street Journal, or the commercially recognized replacement publication if the Wall Street Journal is no longer published (the "Prime Rate"), plus one percent (1%) (the "Default Rate"). Tenant shall be responsible for all Taxes~~,~~ and special assessments relative to the Property during the Term. If Landlord receives any tax refund or tax reduction relating to any period during the Term, Tenant

shall be entitled to that portion of such refund which bears the same ratio to the entire amount thereof as the taxes paid by Tenant for such year bear to the total taxes for such year. This refund shall be promptly paid directly to Tenant and this obligation of Landlord shall survive the expiration or earlier termination of the Lease. Tenant shall be responsible for the loss of allowable discount, together with any interest, penalties and fines assessed by the taxing authority, in the event that Tenant fails to pay the Taxes within the time period required herein. Notwithstanding the foregoing, Taxes for the calendar year in which the Commencement Date occurs will be prorated between Landlord and Tenant with Landlord delivering its pro rata share to Tenant no later than November 15th of such year. If Landlord fails to deliver its pro rata share to Tenant on or before November 15th, Tenant may pay the Taxes in full and be reimbursed by Landlord for its pro rata share no later than ten (10) business days after demand therefore by Tenant. If Landlord fails to timely reimburse Tenant, then the full amount of such reimbursement shall thereafter accrue interest from the date of payment by Tenant until repaid by Landlord at the Default Rate. Furthermore, Taxes for the last calendar year of this Lease will be prorated between Landlord and Tenant, with Tenant delivering its pro rata share to Landlord no later than the earlier of the last day of the Lease or November 15 of such year.

(b) Personal Property/Sales and Use Taxes. Tenant shall pay, when due, all taxes attributable to the personal property, trade fixtures, business, occupancy, or sales of Tenant. Tenant shall pay, when due, all taxes attributable to the Property.

(c) Tax Bill. Landlord agrees to give Tenant a copy of any annual notice of proposed property taxes, or TRIM notice (*i.e.*, notice of the assessed value of the Property) within ten (10) business days after Landlord's receipt thereof. Tenant may reasonably object to Landlord's determination of Tenant's share and the parties shall work in good faith to resolve any dispute. If the parties cannot agree upon the allocation, Landlord and Tenant shall refer the matter to a mutually acceptable independent certified public accountant who shall work in good faith with Landlord and Tenant to resolve same within ninety (90) calendar days.

(d) Right to Contest. If Tenant desires to contest the validity or amount of any Taxes agreed to in this Lease to be paid by Tenant, Tenant shall be permitted (but shall in no event be obligated) to do so, upon posting of any required security or the payment of amounts, as may be required by Legal Requirements. Landlord shall cooperate with Tenant's reasonable requests (at Landlord's expense, without reimbursement by Tenant) and execute any document which may be reasonably necessary for any such contest proceeding, provided that Landlord shall not be obligated to attend any hearings or retain legal services relative to its cooperation.

9. **Non-liability**. Landlord shall not be liable for any death or injury arising from or out of any occurrence in, upon, at or relating to, the Property, or damage to property of Tenant or of others located on the Property, nor shall Landlord be responsible for any loss of or damage to any property of Tenant or others from any cause, except to the extent such death, injury, loss or damage results from the negligence or willful misconduct of Landlord, its employees, agents or contractors (and subject to Section 10). This provision shall survive the termination of this

Lease. Notwithstanding the foregoing, neither this section nor any other provision in this Lease shall be deemed a waiver of the limitations and provisions of section 768.28, Florida Statutes.

10. **Waiver of Subrogation Rights**. Notwithstanding anything to the contrary contained in this Lease, Landlord and Tenant each hereby waives, on behalf of itself and its insurers (none of which shall ever be assigned any such claim or be entitled thereto due to subrogation or otherwise), any and all rights of recovery, claim, action or cause of action, against the other, its agents, officers or employees, for any loss or damage that may occur to the Property, or any improvements thereto, or any personal property of such party therein, by reason of fire, the elements, or any other causes which are, or could, or should, be insured against under the terms of the property insurance policies referred to in this Lease, regardless of whether such insurance is actually maintained and regardless of the cause or origin of the damage involved, including negligence of the other party hereto, its agents, officers, or employees (except neither party waives any rights in connection with the deductible portion of its property insurance).

11. **Improvements; Alterations**. Tenant shall be permitted to make improvements and alterations (including, without limitation, replacements, additions or modifications), at its sole cost and expense, to the Property without Landlord's written approval. Tenant shall be responsible for obtaining, at its cost, all permits required for any alterations.

12. **Subleases; Assignment**.

(a) Subleasing. Tenant shall have the right to sublet, or otherwise to permit ~~occupancy~~use or possession of, all or any portion of the Property, and to retain any and all income in connection therewith, without Landlord's consent; provided, however, (I) the purpose of any such sublease and the identity of any such subtenant shall be consistent with Tenant's operation of an electric utility system and/or for attachment by third parties, and (II) Tenant shall not be relieved of its obligations under this Lease.

(b) Assignment. Tenant shall have the right to assign the Lease, and to retain any and all income in connection therewith, subject, except as set forth in subparagraph (c) hereof, to Landlord's approval, which approval will not be unreasonably withheld, conditioned or delayed, in which case, Tenant shall be relieved of its obligations under this Lease. Landlord shall not be permitted to assign the Lease.

(c) Tenant Affiliates/Merger. Notwithstanding the foregoing, Tenant shall have the right, upon notice to Landlord, but without Landlord's consent, from time to time, to assign this Lease to any partnership, corporation, limited liability company, trust, or other organization or entity that: (i) (A) results from the merger or consolidation of Tenant; (B) acquires all or substantially all of the voting stock of Tenant; or (C) acquires or otherwise succeeds to all or substantially all of Tenant's assets and business and by contract or operation of law assumes Tenant's obligations under this Lease arising upon or after such assignment; (ii) at the time of the making of such assignment, is a Tenant Affiliate (as hereinafter defined); (iii) acquires any of the business units or divisions of Tenant or of any Tenant Affiliate or all or any

portion of the business conducted utilizing the Property; or (~~iii~~iv) acquires the generating facilities purchased by Tenant pursuant to the PSA. In the event of any such assignment hereunder, Tenant shall be relieved of its obligations under this Lease. As used in this Section 12(c), the term "Tenant Affiliate" shall mean any partnership, corporation, limited liability company, trust, or other organization or entity that, directly or indirectly, controls, is controlled by, or is under common control with Tenant (whether by reason of ownership of voting securities, contract, or otherwise).

(d) Use by Personnel. Landlord acknowledges that personnel of any Tenant Affiliate shall be entitled to use the Property for any permitted use under the Lease without such use being deemed to constitute a subletting of the Property or an assignment of this Lease.

13. **Title; Quiet Enjoyment**

(a) Landlord covenants, represents and warrants to Tenant that: (i) Landlord owns good and marketable title to the Property, and Landlord has the full right, power and authority, without the consent or approval of any other party, or Landlord has obtained any necessary approvals, to enter into this Lease and perform the obligations of the Landlord to be performed, and (ii) no encumbrance or restriction has been, or will be, imposed upon the Property, which shall impair or restrict any right granted to Tenant or derived by Tenant under this Lease. In this regard, Landlord covenants and represents that, as of the Execution Date, no third party has any right, title or interest in the Property, or any portion thereof. In the event that Landlord has granted any such right, title or interest to any third party by means of a lease, easement, license or other instrument or transaction, such right or interest shall be terminated and extinguished by Landlord on or before the Execution Date.

(b) Tenant shall, and may peacefully have, hold, and enjoy the Property, subject to the other terms hereof, provided that Tenant performs all of Tenant's covenants and agreements contained herein.

(c) Landlord shall not sell, convey, transfer or encumber, on or after the Execution Date: (i) the Lease, or any interest therein; (ii) the Property, or any portion thereof; or (iii) any personal property or trade fixtures on the Property, or any portion thereof. In this regard, Landlord shall not impose an encumbrance upon, or execute any document that affects: (i) the title to the Property, or (ii) Tenant's right to use the Property in accordance with this Lease.

(d) Landlord covenants and represents that Tenant shall have the same rights and remedies as Landlord has, as of the Execution Date, in any and all leases, easements, licenses or other rights in existence as of the Execution Date, which pertain to real property located beyond the boundary of the real property upon which the Property is located ~~Property~~ and which: (i) benefit the Property, or any portion thereof, or Landlord's present operations at the Property, or (ii) provide access to or from the Property, or any portion thereof. Landlord shall take

whatever actions as may be necessary, at its sole cost and expense, throughout the Term, to maintain such rights and remedies,

14. **Defaults**.

(a) Tenant Default. A default by Tenant shall be deemed to have occurred hereunder, if and whenever: (i) Tenant makes a general assignment for the benefit of creditors; (ii) Tenant becomes insolvent or unable to pay its debts as such become due, or files any debtor proceedings under the United States or any state bankruptcy code, or if Tenant shall take or have taken against it in any court pursuant to any statute either of the United States or of any state, a petition in bankruptcy or insolvency or for reorganization or for the appointment of a receiver for Tenant's property, and such proceeding is not dismissed within sixty (60) calendar days after the filing thereof; or (iii) Tenant has breached any of the material obligations in this Lease (other than as specifically enumerated in subparagraphs (i) through (ii) of this Section 14(a) and other than those obligations where a cure right is already provided elsewhere herein) and Tenant fails to remedy such breach within one hundred and eighty (180) calendar days after the date of delivery of written notice by Landlord to Tenant thereof (provided, however, that if such default reasonably requires more than one hundred and eighty (180) calendar days to cure, Tenant shall have a reasonable time to cure such default, provided Tenant commences to cure within such one hundred and eighty (180) calendar day period and thereafter diligently prosecutes such cure to completion) (a "Tenant Default").

(b) Landlord Default. A default by Landlord shall be deemed to have occurred hereunder, if and whenever, Landlord fails to keep a material covenant, or to perform a material obligation, under this Lease, and such failure continues for a period of thirty (30) calendar days after the date of delivery of written notice thereof by Tenant to Landlord (a "Landlord Default").

15. **Remedies**. If an event of default occurs hereunder and remains uncured after notice and expiration of the applicable cure period, the non-defaulting Party shall have the right at its option and without further notice, but subject to the limitations set forth in the last sentence of this paragraph, to exercise any remedy available at law or in equity, including without limitation, a suit for specific performance of any obligations set forth in this Lease or any appropriate injunctive or other equitable relief, or for damages resulting from such default. The Parties agree that remedies at law may be inadequate to protect against any actual or threatened breach of this Lease. In the event of any breach or threatened breach, either Party shall have the right to apply for the entry of an immediate order to restrain or enjoin the breach and otherwise specifically enforce the provisions of this Lease. Notwithstanding the foregoing or anything to the contrary contained in this Lease, in no event shall any default or breach of this Lease, or any failure to perform any obligations under this Lease, terminate, or entitle any Party to terminate, rescind or cancel this Lease or the rights granted hereunder.

16. **Waiver**. No delay or omission by Landlord or Tenant in exercising a right or remedy shall exhaust or impair the same or constitute a waiver of, or acquiescence to, a default.

17. **Notices**. All notices and other communications hereunder shall be in writing and shall be deemed given if delivered personally or mailed by overnight courier or registered or certified mail (return receipt requested), postage prepaid, to the recipient party at its address (or at such other address for a party as shall be specified by like notice; provided, however, that notices of a change of address shall be effective only upon receipt thereof). As of the Execution Date, the addresses of Landlord and Tenant are those specified in the Basic Lease Information.

18. **Landlord Representations and Covenants**. In addition to Landlord's representation set forth in Section 5(b) regarding Legal Requirements, Landlord warrants and represents that, Landlord has no actual knowledge that the Property ~~contain~~contains, as of the Execution Date: levels of hazardous substances in violation of any applicable Legal Requirement or that would result in Tenant not being able to use, the Property as permitted under this Lease.

19. **Condemnation**. If the whole of the Property, or such portion thereof as will make the Property unusable in Tenant's reasonable opinion for the purposes leased hereunder, shall be taken by any public authority under the power of eminent domain or sold to any public authority under threat or in lieu of such taking, the Term shall cease as of the day possession or title shall be taken by such public authority, whichever is earlier (the "Taking Date"). If less than the whole of the Property, or less than such portion thereof as will make the Property unusable for the purposes leased hereunder (as determined by Tenant in its reasonable judgment), shall be taken, the Term shall cease only as to the part so taken as of the Taking Date. All compensation awarded or paid upon a total or partial taking of the Property, including the value of the leasehold estate created hereby, shall belong to and be the property of Tenant. Additionally, nothing contained herein shall be construed to preclude Tenant, at its cost, from independently prosecuting any claim directly against the condemning authority in such condemnation proceeding for damage to, or cost of removal of, fixtures, personal property or other improvements located on the Property and other relocation expenses.

20. **Estoppel Certificate**. Within ten (10) business days after written request by either party (the "Requesting Party"), the other party (the "Responding Party") shall deliver an estoppel certificate to the Requesting Party as to the status of this Lease, including whether this Lease is unmodified and in full force and effect (or, if there have been modifications, that this Lease is in full force and effect as modified and identifying the modification agreements); confirming all Rent has been paid in full; whether or not there is any existing or alleged default by either party with respect to which a notice of default has been served, or any facts exist which, with the passing of time or giving of notice, would constitute a default and, if there is any such default or facts, specifying the nature and extent thereof; and any other matters pertaining to this Lease as to which the Requesting Party shall reasonably request such certificate. Landlord or Tenant, as the case may be, and any prospective purchaser, lender, or ground lessor shall have the right to rely on such certificate. Notwithstanding the foregoing, neither Landlord nor Tenant shall request an estoppel certificate more often than one (1) time in any calendar year, except in connection with a pending sale, assignment or financing transaction.

21. **Renewal**; Early Termination. The Term of this Lease shall be automatically renewed, without any action of the Tenant or the Landlord, at the end of the original Term and at the end of each renewal period in the Term for an additional period of [fifteen (15)] years each unless, not later than thirty (30) calendar days prior to the end of the initial Term or the end of the then current renewal period in the Term, as the case may be, Tenant has given written notice to Landlord that the Term shall end at the end of the initial Term or the then current renewal period in the Term. The terms and conditions of this Lease (other than the Term of this Lease) during any renewal period in the Term shall be the same as during the initial Term. The Tenant shall also have the right, at any time during the Term or any renewal period in the Term, to terminate this Lease on any date specified in a written notice of termination given by the Tenant to the Landlord, provided, that the effective date of such termination shall not be earlier than thirty (30) calendar days after Tenant has given such written notice to Landlord.

22. **Option to Purchase**

(a) Provided this Lease is in full force and effect, Tenant shall have the option to purchase the Property, or any portion thereof, at any time and from time to time prior to the Expiration Date, in accordance with the following terms and conditions (the "Option"): Tenant may purchase the entire Property, or any portion thereof, pursuant to the Option.

(b) Any conveyance made pursuant to this Option shall be made by bill of sale, in the form set forth in Exhibit B to the PSA, and which shall be delivered by Landlord to Tenant at Closing (as hereinafter defined).

(c) Tenant shall exercise the Option, if at all, by giving written notice (the "Option Notice") to Landlord, at any time during the Term, but, in any event, no later than thirty (30) calendar days prior to the expiration of this Lease.

(d) The purchase price (the "Purchase Price") for the Property shall be $1.00.

(e) Each party shall be responsible for its own closing costs, including, without limitation, attorney's fees at every level. Tenant shall pay all transfer taxes, surtax and similar taxes due in connection with the conveyance of the Property by Landlord to Tenant, other than income taxes..

(f) The closing on the Option shall occur at the offices of Tenant's counsel within thirty (30) calendar days of Tenant's exercise of the Option (the "Closing").

23. **Attorneys' Fees; Venue**. Notwithstanding anything to the contrary contained in this Lease, in the event of any litigation between Landlord and Tenant arising out of this Lease or Tenant's use and occupancy of the Property, the prevailing party shall be entitled to recover its costs and expenses incurred in such litigation, including reasonable attorneys' fees, at all levels,

including appeals. THE PARTIES HERETO AGREE THAT VENUE IN ANY AND ALL ACTIONS AND PROCEEDINGS RELATED TO THE SUBJECT MATTER OF THIS AGREEMENT SHALL BE IN THE COURT OF THE STATE OF FLORIDA IN INDIAN RIVER COUNTY, FLORIDA, WHICH COURT SHALL HAVE EXCLUSIVE JURISDICTION FOR SUCH PURPOSE AND THE PARTIES HERETO IRREVOCABLY SUBMIT TO THE EXCLUSIVE JURISDICTION OF SUCH COURT AND IRREVOCABLY WAIVE THE DEFENSE OF AN INCONVENIENT FORUM TO THE MAINTENANCE OF ANY SUCH ACTION OR PROCEEDING. SERVICE OF PROCESS MAY BE MADE IN ANY MANNER RECOGNIZED BY SUCH COURT.

24. **Miscellaneous**. The section headings in this Lease are inserted for convenience of reference and in no way define, describe, or limit the scope or intent of this Lease or any of the provisions hereof. No waiver, modification, amendment, discharge, or change of this Lease shall be valid unless the same is in writing and signed by the party against which the enforcement of such modification, waiver, amendment, discharge, or change is sought. This Lease shall be binding upon and inure to the benefit of the parties hereto and their respective legal representatives, successors, and permitted assigns. This Lease and the PSA contain the entire agreement between the parties relating to the transactions contemplated hereby and all prior or contemporaneous agreements, understandings, representations, or statements, oral or written, are superseded hereby. Any provision of this Lease which is unenforceable or invalid or the inclusion of which would adversely affect the validity, legality, or enforcement of this Lease shall be of no effect, but all the remaining provisions of this Lease shall remain in full force and effect. This Lease shall be governed by and construed in accordance with the laws of the State of Florida (without giving effect to conflict of law principles) as to all matters, including, but not limited to, matters of validity, construction, effect, performance and remedies, except as otherwise provided in this Lease. Florida law requires the following notice to be provided with respect to the contract for sale and purchase of any building, or a rental agreement for any building: "Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from your county health department." Nothing in this Lease creates any relationship between the parties other than that of lessor and lessee and nothing in this Lease constitutes either party hereto a partner of the other party or a joint venturer or member of a common enterprise with the other party. This Lease may be executed in counterparts, each of which shall constitute an original and all of which together shall constitute one and the same agreement. This Lease may be executed by facsimile or e-mail signature which shall, for all purposes, serve as an original executed counterpart of this Lease. If requested, the parties agree to follow-up facsimile or e-mail execution with original signature pages. Except as otherwise provided in this Lease, all Exhibits referred to herein are intended to be and hereby are specifically made a part of this Lease.

25. **Brokerage**. Landlord and Tenant each represent and warrant one to the other that neither of them has employed any broker in connection with the negotiations of the terms of this Lease or the execution thereof.

26. **Holdover**. Except as expressly provided in Section ~~21,~~22, Tenant has no right to retain possession of the Property or any part thereof beyond the expiration or earlier termination of the Term.

27. **Administrative Action**. If Tenant or any Tenant Affiliate elects to pursue any permit or administrative determination from any regulatory or taxing authority including, without limitation, a private letter ruling, a consent agreement, a determination letter, pre-filing agreement or other written guidance from any such regulatory or taxing authority (the "Administrative Action") with respect to Tenant's business, including its use of the Property, the parties shall consider in good faith and make such amendments to this Lease as may be necessary to permit Tenant to obtain such Administrative Action. Landlord shall not be required to agree to any such amendment that it reasonably determines, in good faith, is adverse to Landlord in any material respect; provided that Landlord shall not withhold its agreement to any such amendment if Tenant has agreed to fully compensate Landlord for any adverse economic effect on Landlord resulting from such amendment.

28. **Financing Parties**. Landlord acknowledges that any Tenant Affiliate or its affiliates may seek financing from financing parties and that, as a condition to such financing, the financing parties may from time to time require certain documents from, and agreements by, Landlord. In connection therewith, Landlord agrees that it shall execute such documents in favor of any financing party reasonably requested in connection with the documentation of any financing or refinancing by such financing party, and in connection therewith Landlord shall provide to such financing party a certificate: (i) stating that, to the best of its knowledge, as of the date of such certificate, there has occurred no event of default, or event that with the passage of time, the giving of notice or both, would become a breach of this Lease by Tenant or Landlord, or (ii) if any such breach has occurred, stating the nature thereof. In the event that, in order to obtain financing, a financing party requests amendments to this Lease, the parties shall consider in good faith, and make, such amendments to this Lease as may be necessary to permit Tenant to obtain such financing. Landlord shall not be required to agree to any such amendment that it reasonably determines, in good faith, is adverse to Landlord in any material respect; provided that Landlord shall not withhold its agreement to any such amendment if Tenant has agreed to fully compensate Landlord for any adverse economic effect on Landlord resulting from such amendment.

29. **Non-Cash Benefits**. Landlord shall not be entitled to any payment or other benefit accrued from the Property, including, without limitation, investment tax credits, accelerated depreciation, insurance proceeds, emission reduction credits, renewable energy credits, carbon credits, other tax or environmental credits, whether state, federal or local, any rights to electricity or its attributes, or any other cash or non-cash payment or benefit.

30. ***Reserved.***

31. **Public Statements.**

(a) Any document submitted by a party to the other under this Lease or during the negotiation of this Lease (a "Public Document") will be a public record (as defined in Section 119.011, Florida Statutes) and may be open for inspection or copying by any person or entity except to the extent such document or certain information included in such document is exempted under Chapter 119, Florida Statutes. Tenant may claim that certain information included in one or all of the Public Documents is, or has been treated as, being exempt from disclosure in accordance with Florida law. In the event that Landlord is requested or required by legal or regulatory authority to disclose any Public Document, Landlord shall within three (3) calendar days notify Tenant of such request or requirement prior to disclosure so that Tenant may seek an appropriate protective order if Tenant believes certain information included in such Public Document is exempt from disclosure under Florida law. To the extent reasonably possible and permissible under Florida law, Landlord shall endeavor to provide redacted versions of documents, upon request of Tenant if Landlord reasonably agrees with Tenant's assertion that certain information included in such Public Document is exempt from public disclosure under Florida law.

(b) The parties shall not issue any press release or other public disclosure with respect to this Lease or the transactions contemplated hereby without first affording the non-disclosing party the opportunity to review and comment on such press release or public disclosure, except for disclosure made in order to comply with Legal Requirements or stock exchange rules.

32. **Access**. Subsequent to the Commencement Date, Tenant shall have access to the Property 24 hours per day, 7 days per week, 365 days per year.

33. **Recording of Lease**. A Memorandum of this Lease shall be recorded by Tenant, at its expense, in the Public Records of Indian River County, Florida.

34. **Bankruptcy**. It is the intent of the parties that, if Landlord were to become a debtor under Chapter 9 of the Bankruptcy Code, and if this Lease were deemed to be subject to Section 365 of the Bankruptcy Code and rejected by Landlord, Tenant would have the option under Section 365(h) to retain all of its rights under this Lease for the balance of the term and for any renewal or extension of such rights and that all such rights are rights 'that are in or appurtenant to the real property' for purposes of Section 365(h) of the Bankruptcy Code.

35. **WAIVER OF TRIAL BY JURY**. EACH OF THE PARTIES HERETO IRREVOCABLY WAIVES ITS RIGHT TO A JURY TRIAL WITH RESPECT TO ANY ACTION OR CLAIM ARISING OUT OF ANY DISPUTE IN CONNECTION WITH THIS LEASE. THIS PROVISION IS A MATERIAL INDUCEMENT FOR THE PARTIES HERETO TO ENTER INTO THIS LEASE, AND SHALL SURVIVE THE CLOSING OR TERMINATION OF THIS LEASE.

[signatures on next page]

IN WITNESS WHEREOF, this Lease has been executed by the parties hereto as of the Execution Date.

LANDLORD:

City of Vero Beach, Florida, a Florida municipal corporation

ATTEST:

_____

Print Name:_____
City Clerk

By:_____

Name:_____

Title:_____

WITNESSES:

TENANT:

Florida Power & Light Company, a Florida corporation

_____

Print name:_____

_____

Print name:_____

(corp. seal)

By:_____
Name:_____
Title:_____

ACKNOWLEDGMENT

[COVB to provide form of acknowledgment]

STATE OF FLORIDA)
) SS
COUNTY OF INDIAN RIVER)

On this, the ___ day of _____, 201[_], before me, a Notary Public in and for the State of Florida, personally appeared _____, who is personally known to me or who provided _____ as identification, and who acknowledged himself/herself to be an authorized officer of Florida Power & Light Company, and that he/she, as such officer, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing on behalf of the Florida Power & Light Company by himself/herself as such.

Given under my hand and official seal, this ___ day of _____, A.D. 201[_].

_____
Print Name: _____
Notary Public, State of Florida
Notary Commission No.: _____
My Commission Expires: _____

Exhibit "A"
Description of Property

[*To be provided by Tenant*]

Document comparison by Workshare Compare on Monday, February 18, 2013 12:58:12 PM

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