EXHIBIT B

FORM OF BILL OF SALE

BILL OF SALE

This BILL OF SALE is made and effective as of [___], 201_ (this "***Bill of Sale***"), by and between the CITY OF VERO BEACH, FLORIDA, a municipal corporation organized under the laws of the State of Florida ("***Seller***"), and FLORIDA POWER & LIGHT COMPANY, a corporation organized under the laws of the State of Florida ("***Buyer***"). Seller and Buyer are referred to herein individually as a ***"Party,"*** and collectively as the ***"Parties."***

W I T N E S S E T H:

WHEREAS, Buyer and Seller have entered into an Asset Purchase and Sale Agreement, dated as of [___], 201_ (the "***PSA***"), pursuant to which, upon the terms and subject to the conditions set forth therein, among other things, Seller has agreed to sell, assign, convey, transfer and deliver to Buyer, and Buyer has agreed to purchase and acquire from Seller, the Acquired Assets; and

WHEREAS, simultaneously with the execution of this Bill of Sale, the Parties are executing and delivering an Assignment and Assumption Agreement, pursuant to which Seller is assigning the Assumed Liabilities to Buyer and Buyer is assuming and agreeing to discharge when due the Assumed Liabilities~~ to Buyer~~.

NOW, THEREFORE, for and in consideration of the payment of a portion of the Purchase Price and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

1. Definitions. All capitalized terms used, but not defined herein, shall have the meanings ascribed to such terms in the PSA.

2. Conveyance. Subject to the terms and conditions of this Bill of Sale and the PSA, Seller does hereby irrevocably and unconditionally sell, assign, convey, transfer and deliver to Buyer the Acquired Assets, and Buyer hereby accepts such sale, assignment, conveyance, transfer and delivery.

3. Effective Time. The conveyance by Seller to Buyer of the Acquired Assets, all pursuant to this Bill of Sale and the PSA, shall be effective as of the Closing.

4. No Modification. This Bill of Sale is made pursuant to, and is subject to the terms of, the PSA. Notwithstanding anything to the contrary contained in this Bill of Sale, nothing contained herein is intended to or shall be deemed to limit, restrict, modify, alter, amend or otherwise change in any manner the rights and obligations of Seller or Buyer under the PSA, and in the event of any conflict between the terms and provisions hereof and the terms and provisions of the PSA, the terms and provisions of the PSA shall control.

5. Counterparts. This Bill of Sale may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same agreement.

6. Section Headings. The descriptive headings herein are inserted for convenience only and are not intended to be part of or to affect the meaning or interpretation of this Bill of Sale.

7. Governing Law and Jurisdiction. This Bill of Sale 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. THE PARTIES AGREE THAT VENUE IN ANY AND ALL ACTIONS AND PROCEEDINGS RELATED TO THE SUBJECT MATTER OF THIS BILL OF SALE SHALL BE IN THE COURT OF THE STATE OF FLORIDA IN ~~LEON~~VOLUSIA COUNTY, FLORIDA, WHICH COURT SHALL HAVE EXCLUSIVE JURISDICTION FOR SUCH PURPOSE AND THE PARTIES 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. EACH OF THE PARTIES IRREVOCABLY WAIVES ITS RIGHT TO A JURY TRIAL WITH RESPECT TO ANY ACTION OR CLAIM ARISING OUT OF ANY DISPUTE IN CONNECTION WITH THIS BILL OF SALE OR THE TRANSACTIONS CONTEMPLATED HEREBY. THIS PROVISION IS A MATERIAL INDUCEMENT FOR THE PARTIES TO ENTER INTO THIS BILL OF SALE, AND SHALL SURVIVE THE CLOSING.

[Signature Page Follows]

IN WITNESS WHEREOF, the Parties have caused this Bill of Sale to be signed by their respective duly authorized officers as of the date first above written.

SELLER:

ATTEST:

CITY OF VERO BEACH, FLORIDA

_____

Name:
City Clerk

_____

Name:
Mayor

(City Seal)

Approved as to form and legal sufficiency:

_____

Name:
City Attorney

Approved as conforming to municipal policy:

_____

Name:
City Manager

~~Approved as to technical requirements:~~

_____

~~Approved as to technical requirements:~~

_____

BUYER:

FLORIDA POWER & LIGHT COMPANY

By: _____

Name: _____

Title: _____

(Seal)

Signature Page to Bill of Sale

Document comparison by Workshare Compare on Friday, February 08, 2013 3:59:45 PM

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Document 2 ID	interwovenSite://SMVLDMS/America/18001457/3
Description	#18001457v3<America> - Exhibit B - Bill of Sale (FPL 2-8-13)
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