EXHIBIT L-1

FIBER LICENSE AGREEMENT BETWEEN
THE CITY OF VERO BEACH
AND
FLORIDA POWER & LIGHT COMPANY

THIS AGREEMENT is made this _____ day of _____, 20__ by and between the City of Vero Beach, Florida, a municipal corporation organized under the laws of the State of Florida, with an address of 1053 20th Place, Vero Beach, Florida (hereinafter "LICENSOR") and Florida Power & Light Company, a Florida corporation, with a principal office at 700 Universe Boulevard, Juno Beach, Florida 33408 (hereinafter "LICENSEE"). Licensor and Licensee may individually be referred to herein as a "Party", and collectively as "the Parties".

WITNESSETH

WHEREAS, The Parties have entered into and are contemporaneously herewith consummating an Asset Purchase Agreement (the "APA") dated _____, 2013 in connection with Licensee's acquisition of certain assets of Licensor. The overall transaction contemplated in the APA, including the execution and performance by each party of this Agreement, and the Substation License and Access Agreement dated _____, 20__ between the parties (the "Access Agreement"), constitutes the consideration for this License Agreement and without the consummation of the transactions contemplated by the APA, this Agreement would not have been undertaken or consummated by the parties.

Accordingly, in consideration of the APA, the mutual promises set forth in this Agreement, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

WHEREAS LICENSOR desires to provide use of LICENSOR fiber optic strands, as hereinafter defined, to FPL under the terms and conditions set out in this Agreement; and

WHEREAS LICENSEE desires to license such fiber optic strands from LICENSOR;

NOW THEREFORE, in consideration of the mutual covenants herein contained and for other good and valuable consideration, the Parties agree as follows:

ARTICLE I
ADOPTION AND INCORPORATION OF RECITAL

1.0 Recital.

The above recital is true and correct and by this reference is incorporated herein and made a part hereof.

ARTICLE II
DEFINITIONS

2.0 Definitions.

Each defined term shall have the meaning set forth in this Article 2. All terms used herein and not defined herein shall have the meanings assigned to them in the APA. When used herein with initial or complete capitalization whether in the singular or in the plural, the following terms shall have the following meanings:

"CPI Adjustment" refers to the annual increase in the License Fee that may occur at the start of each and every year following the first (1st) year of the Agreement. The first yearly CPI Adjustment shall occur January 1st after a full year of the initial term has elapsed. The "CPI Adjustment" shall be determined in accordance with the percentage change in index known at the time this Agreement is executed as the "United States Bureau of Labor Statistics Consumer Price Index (CPI) For All Urban Consumers" using the most recent October to October Reports by applying the following formula: (Current monthly License Fee) x (percentage increase as reported in the most recent CPI or if the CPI no longer is published, then as reported in its successor index) =the CPI Adjustment amount.

"Consortium" shall mean the School District of Indian River County, Indian River County, and Licensor, all of which are parties to the Joint Fiber Optics Project Interlocal Agreement dated July 20, 1999.

"Demarcation Point" is the point which defines where issues of ownership and maintenance begin and end, as identified in Exhibit A, incorporated herein.

"Fiber Acceptance Date" is the date that Licensee accepts or conditionally accepts the LICENSOR Fiber Optic Strands as set forth Article VII herein.

"Florida Power & Light Company" ("LICENSEE") is an investor owned electric public utility which is regulated by the Florida Public Service Commission.

"Joint Fiber Optics Project Interlocal Agreement" shall mean that certain agreement entered into between the School District of Indian River County, Indian River County, and Licensor dated July 20, 1999.

"LICENSEE Facilities" means any telecommunications equipment owned by LICENSEE, including the cables, conduit, bays, panels, jacks, ironworks, associated electronics, fiber optic termination equipment, regenerators, power sources and other related equipment owned by LICENSEE, but excluding the LICENSOR Fibers and Facilities.

"License Fee" (in general) means the amount paid by LICENSEE to LICENSOR for the license and privilege of using, directly. certain Fibers and, indirectly, certain other parts of the LICENSOR Facilities (as defined below) necessary, used or useful to LICENSEE'S stated use. The term "License Fee" is more particularly described in Article 4 below.

"LICENSOR Facilities" means the fiber optic strands and those facilities owned by LICENSOR, either individually or in concert with other members of the Consortium, including equipment [the cables, conduit, bays, panels, jacks, ironworks, associated electronics, fiber optic termination equipment, regenerators, power sources and other related equipment owned by LICENSOR], structures, rights-of-way and easements.

"LICENSOR Fiber Optic Strands" or "LICENSOR Fibers" or "Fibers" are all dark fiber optic strands owned by LICENSOR, either individually or in concert with other members of the Consortium, and which may or may not be licensed to LICENSEE depending upon the context and the terms of this Agreement.

"Make-Ready Work" is the work necessary on the LICENSOR Facilities in order to accommodate the relocations of the LICENSOR Fibers or the construction of new installations of LICENSOR Fibers.

"Relocation" when used in connection with the Relocation of the of LICENSOR Fiber Optic Strands means adjustment, rearrangement or relocation of the LICENSOR Fiber Optic Strands licensed to LICENSEE.

"Splice" means a point where two separate sections of Fibers are physically connected.

ARTICLE III
TERM AND RENEWAL

3.0 Term and Renewal.

This Agreement shall commence on the date of execution by both Parties (hereinafter "Effective Date") and shall continue for a minimum period of ~~fifteen~~five (~~15~~5) years, unless sooner terminated as provided herein. LICENSEE, at its sole option, may extend this Agreement for an additional ~~three~~five (~~3~~5) successive five-year terms by providing written notice to LICENSOR not less than ~~one hundred twenty (120) days~~eighteen (18) months prior to expiration of the original term or any extension thereof.

ARTICLE IV
SCOPE OF AGREEMENT

4.0 License of Fibers.

LICENSOR has designed, engineered, and constructed facilities and has acquired appropriate interests in real property or other rights, all as may be required to provide and maintain Fiber Optic Cable in one or more routes as more fully defined in Exhibit A, Route Diagram. LICENSOR will provide LICENSEE no less than one hundred twenty (120) days prior written notice of any proposed changes in right-of-way configurations. All of the Fibers are, or to the extent not yet installed, will be, engineered and constructed in accordance with Exhibit B attached hereto, or in the alternative, the state-of-the-art at the time such installation occurs. The following Exhibits, attached hereto, are by this reference incorporated herein.

Exhibit A	Route Diagram
Exhibit B	Fiber Specifications and connections
Exhibit C	Contact List and Outage Notice Form
Exhibit D	Sample Notice of Acceptance

4.1 Number of Fibers, License Fee and Payment.

LICENSOR shall license to LICENSEE exclusive use of ~~two (2) now existing for the exclusive use by LICENSEE~~certain Fibers used by Licensor in its operation, protection and control of certain electric utility assets to be purchased by Licensee pursuant to the APA, specifically consisting of (a) no less than twenty-four (24) Fibers currently used by Licensor for protection of all existing substations, and (b) no less than twenty (20) Fibers currently used by Licensor as and for supervisory control and data acquisition (SCADA) functions necessary in the operation of the substations and other electric utility assets. LICENSEE shall have the exclusive use of such Fibers along routes as set forth in Exhibit A, Route Diagram, at a license fee of ~~$~~Four and 54/100 Dollars ($4.54) per Fiber per mile per month. ~~For the purposes of this calculation, the Parties stipulate that the total route mileage per Fiber shall be 40.88 miles.~~ Notwithstanding anything to the contrary herein, however, in no event shall the maximum license fee due and owing exceed Twenty-Three Thousand Eight Hundred Forty-seven Dollars ($23,847.00) per month. Notwithstanding anything to the contrary herein, Licensor shall reserve no less than two (2) spare Fibers for Licensee's Use as set forth in Section 4.4, and Licensee's Use shall be rolled to such spare fibers should any activity undertaken by Licensor pursuant to this License have the potential to cause an outage on, or any impairment of, the Fibers originally licensed to Licensee. Upon exercising any option to extend this Agreement as more fully described in Section 3.0 above, Licensee shall have the right in its sole discretion to relinquish its license to any of the Fibers licensed to Licensee and which constitute the subject matter of this Agreement, and the license fee then due and owing shall be reduced accordingly. The License Fee paid shall be inclusive of all charges, and shall begin on the Fiber Acceptance Date. LICENSEE shall pay the license fee monthly in advance of each month. Payments for partial months shall be pro-rated. Any payment not made in full when due shall be deemed delinquent. LICENSOR shall provide LICENSEE of written notice of such delinquency and if payment, plus interest at 1% per month, is not made within sixty (60) calendar days after receipt of such written notice, LICENSOR may terminate this Agreement.

4.3 CPI Adjustment.

The License Fee shall be subject to an annual adjustment in accordance with the percentage change in the index known at the time this Agreement is executed as The Consumer Price Index for All Urban Consumers for the United States (hereinafter the "Index"), published by the United States Department of Labor, Bureau of Labor Statistics. This adjustment shall be referred to as the "CPI Adjustment." If the Index is discontinued or revised during the term of this Agreement, such other United States government index or computation with which it is replaced shall be used in order to obtain substantially the same result as would be obtained if the Index has not been discontinued or revised. The CPI Adjustment shall not exceed five percent (5%). In no event shall the License Fee be less than the License Fee for the previous year.

4.4 Use.

LICENSEE shall use LICENSOR Fibers for the protection, control and monitoring of LICENSEE's transmission and/or distribution system. Nothing herein shall preclude LICENSEE from sub-licensing any excess fiber or capacity to third parties in accordance with all applicable laws and regulations, provided LICENSEE submits a proposal for such sub-licensing and obtains the approval of the Consortium as more fully described in Section 6 of the Joint Fiber Optics Project Interlocal Agreement. In case of such sub-licensing, LICENSEE shall remain primarily liable to LICENSOR under this License Agreement. In case of such sub-licensing, LICENSEE shall remain bound by all obligations existing under this License Agreement, and shall be liable to LICENSOR for violation of the conditions and covenants contained within this License Agreement and any applicable laws and regulations. If LICENSEE chooses to sublicense to a third party then, in the event that LICENSOR knows of an outage, LICENSOR shall notify LICENSEE in accordance with Exhibit C, and LICENSEE shall be responsible for notifying all sub-licensees of such outage.

ARTICLE V
OWNERSHIP OF EXISTING FIBER OPTIC CABLES

5.0 Ownership.

The Fiber Optic Strands and cable, including jacket, structure, attachments and conduits and which constitute LICENSOR's Facilities along the designated route, shall at all times remain the sole and exclusive property of, and legal title shall be held by, LICENSOR or the Consortium, as the case may be. LICENSEE's license of the Fibers is a right of use only and neither such use nor payment to LICENSOR for such use shall create or vest in LICENSEE any easement or any ownership right in the LICENSOR Facilities. LICENSOR warrants LICENSEE's right to use the designated LICENSOR Fiber Optic Strands for those uses set forth in Section 4.4 above during the term of this Agreement and subject to the terms and conditions of this Agreement.

5.1 LICENSEE's Equipment.

Notwithstanding any contrary provisions of this Agreement, LICENSEE shall own all bays, panels, jacks, associated electronics, fiber optic termination equipment, regenerators, power sources, and other property and equipment provided by LICENSEE in the exercise of, or associated with, LICENSEE's use under Section 4.4 of this Agreement.

ARTICLE VI
NEW INSTALLATIONS

6.0 Construction.

If at any point during the term or any renewal term, as the case may be, replacement of existing Fiber Optic Cable is required in any route identified in Exhibit A, as reasonably determined by Licensor or pursuant to the requirements of any governmental entity, LICENSOR shall construct such new cable, at the sole cost and expense of LICENSOR, in accordance with the specifications in Exhibit B attached hereto including Make-Ready Work associated with such installations. Make-Ready Work shall include any and all improvements to LICENSOR Facilities necessary to physically accommodate the given Fiber Optic Cable route and to maintain electrical and operating safety standards and fiber circuit continuity. LICENSOR shall perform, or cause to be performed, any engineering, cable installation, splicing, material procurement, installation and testing required to complete the installation of the fiber optic cable using LICENSOR specifications and subject to LICENSEE's approval. LICENSOR and LICENSEE shall assign a project engineer as a point of contact for all necessary approvals and will assign construction inspectors for review of all construction activities to assure compliance with the approved design.

6.1 Connections.

In the event of a new installation of fiber optic cable, LICENSOR shall install splice points as agreed to by the Parties at specified locations along the routes. LICENSOR shall be responsible for its network electronics, fiber splices, and Fiber Facilities. LICENSEE will be responsible for its network electronics, fiber splices, and Fiber Facilities. Notwithstanding anything to the contrary herein, should LICENSOR undertake a replacement of existing fiber optic cable in which one or more LICENSOR Fibers currently terminate within a substation relay vault or other housed transmission facility, LICENSOR shall relocate such fiber termination points at its sole cost and expense to a location external to any such vault or building as approved by LICENSEE in its sole but reasonable discretion.

6.2 Specification and Documentation.

All permits required for LICENSOR construction of new installations are the responsibility of LICENSOR. LICENSOR will provide to LICENSEE as-built drawings on the newly-installed route, and relocation of any routes will be documented on the as-built drawings and made part of this Agreement. The newly-installed Fibers shall meet all performance standards and criteria set forth in Exhibit B, or in the alternative, shall represent the state-of-the-art at the time such new installation is undertaken. LICENSOR and LICENSEE may be present, observe and participate in the analysis and testing of the Fibers. Acceptance of newly-installed Fiber shall be undertaken and shall be subject to the provisions of Article VII herein.

ARTICLE VII
ACCEPTANCE

7.0 Acceptance of LICENSOR Fibers.

Upon completion of construction of the newly-installed replacement cable, if any, and any LICENSEE Make-Ready Work, LICENSOR will test the LICENSOR Fiber Optic Strands to insure that the Fibers meet or exceed the Fiber specifications outlined in Exhibit B. In the event the Fibers meet such specifications, LICENSOR shall notify LICENSEE in writing of the availability of the Fibers (the Fiber Notice). Within five (5) business days of LICENSEE receiving the Fiber Notice, LICENSEE shall give LICENSOR written notice of any failure of Fibers to satisfy any acceptance test, or to otherwise meet specifications.

7.1 Corrections.

If LICENSEE gives LICENSOR written notice of such failure, LICENSOR shall use its best efforts to correct such failure, within five working days or such longer time as may be mutually agreed upon by the Parties whereupon LICENSEE and LICENSOR shall jointly conduct another acceptance test. This procedure shall be repeated until all Fibers meet or exceed the specifications contained in Exhibit B.

7.2 Conditional Acceptance.

In the event deficiencies continue to be identified after the third round of testing, LICENSEE may, at its option, conditionally accept the Fibers. LICENSOR shall have an obligation nonetheless to correct any such deficiencies within 60 calendar days of conditional acceptance.

7.3 Acceptance by Default.

If LICENSEE does not give LICENSOR written notice of such failure within five business days of LICENSEE receiving the Fiber Notice, it shall be deemed that LICENSEE has accepted the Fibers.

7.4 Fiber Acceptance Date.

The day in which LICENSEE has accepted or conditionally accepted the Fibers will be considered the Fiber Acceptance Date.

ARTICLE VIII
RELOCATION OF FIBER OPTIC CABLES; LICENSOR'S OBLIGATION TO MAINTAIN AND RESTORE FIBER OPTIC CABLE

8.0 Requests of LICENSOR or Third Party.

If relocation of LICENSOR Facilities, including any LICENSOR Fiber Optic Strands licensed to LICENSEE, is required by LICENSOR or by a third party (e.g., the Department of Transportation) relocation expenses of the Fiber Optic Cable (including engineering, materials, construction, and Make-Ready Work) shall be borne by LICENSOR, except to the extent that LICENSOR may obtain reimbursement from a third party.

8.1 Requests of LICENSEE.

If relocation is required by LICENSEE and is not caused by a third party or LICENSOR, LICENSEE shall pay the total cost of such relocation, including but not limited to engineering, material, construction, and Make-Ready Work.

8.2 Avoidance of Interruptions.

During any relocation of the LICENSOR Facilities, LICENSOR and LICENSEE shall use good faith and care to avoid interruption of or interference with the use by the other of such poles, conduit and cable for the purposes herein described.

8.3 Duty to Maintain.

LICENSOR shall be responsible for the maintenance and restoration of the LICENSOR Fiber Optic Strands and LICENSOR shall pay all costs associated with the maintenance and restoration of all of the LICENSOR Fiber Optic Strands, including the Fibers licensed to LICENSEE. Provided, however, in the event that LICENSOR cannot commit to restoration within the timeframes in Section 9.0.5, LICENSEE may restore the LICENSEE Fiber Optic Strands within the LICENSOR Facilities as set forth in section 9.0.5 herein.

8.4 Maintenance of Vero Beach Facilities.

Maintenance and restoration provided by LICENSOR shall be limited to the Fiber Optic Cable and the individual Fibers within that cable. LICENSOR shall have no obligation or right to perform maintenance or restoration on any electronics or other equipment not owned by LICENSOR.

ARTICLE IX
WARRANTIES AND REPRESENTATIONS

9.0 LICENSOR Representations and Warranties as to Performance and Maintenance.

9.0.1 Fiber Specifications. LICENSOR warrants and agrees that its provision of the LICENSOR Fiber Optic Strands shall be in conformity with and shall comply with all the requirements of this Agreement and that such provision shall be made in a good and workmanlike manner. LICENSOR further warrants and agrees that the LICENSOR Fiber Optic Strands licensed to LICENSEE shall meet or exceed the specifications outlined in Exhibit B, Fiber Optic Cable Specifications. Except as provided above, LICENSOR makes no warranty or guarantee as to the suitability of the LICENSOR Fiber Optic Strands for LICENSEE's use.

9.0.2 Periodic Inspections, Maintenance and Scheduled Repairs. LICENSOR agrees to perform annual inspections of the LICENSOR Facilities. LICENSOR further agrees to perform annual inspections, testing, and any and all maintenance required for the provision of the LICENSOR Fiber Optic Strands and the Fibers Licensed to LICENSEE to maintain and provide adequate spare equipment and parts as is appropriate for its obligations hereunder. LICENSOR shall make every effort to schedule service-affecting work from midnight to 6:00 A.M. and to avoid performing maintenance during the period beginning two days prior to Thanksgiving and ending on the following January 3. LICENSOR shall notify LICENSEE, as set forth in Exhibit C, at least five (5) business days in advance of any such work.

9.0.3 Notice of Unscheduled Outage. In the event of any unscheduled outage, LICENSEE shall furnish immediate notice to LICENSOR and LICENSOR shall immediately perform assessment of the outage. Upon completion of such assessment by LICENSOR, LICENSOR shall notify LICENSEE, as soon as reasonably practicable and in the manner set forth in Exhibit C, of the results of such assessment and include in its notice to LICENSEE the nature and cause of the interruption, the extent of the repairs required, and the estimated time to restore.

9.0.4 LICENSOR Restoration of Fiber. LICENSOR further agrees to use its best efforts to restore the provision of the LICENSOR Fiber Optic Strands, to include those Fibers licensed to LICENSEE, on an expedited basis, and to restore the route segment and any splicing of the LICENSOR Fiber Optic Strands in a systematic and rotational manner, with the LICENSOR Fiber Optic Strands licensed to LICENSEE having equal priority to other Fibers within the cable. LICENSOR further agrees that it shall dispatch repair technicians to the affected site within 2 hours from LICENSEE's notification of outage to LICENSOR and to keep the outage to less than four (4) hours from the time notice of the outage was received by LICENSOR. All permanent repair work shall be performed by LICENSOR during a maintenance window mutually agreed upon by the Parties.

9.0.5 LICENSEE Restoration of LICENSEE Fiber. If LICENSOR fails to dispatch repair technicians within two (2) hours following LICENSEE's notification of outage to LICENSOR, LICENSEE, at its sole discretion and after notice to LICENSOR, may dispatch repair technicians to assess the situation, and at their sole discretion, to temporarily repair the Fibers licensed to LICENSEE. If LICENSEE technicians are dispatched to repair LICENSOR owned Fibers, LICENSEE shall use reasonable efforts to perform the work under the supervision of LICENSOR. LICENSEE repair, which shall be on the LICENSEE Fiber only, will be of a temporary nature. LICENSOR shall be responsible for the permanent repair work in the LICENSOR Facilities, including the LICENSEE Fiber. LICENSEE work shall be performed according to industry standards, including all necessary covering to protect the repaired area(s). All costs incurred by LICENSEE in undertaking LICENSOR's duty to repair or restore the Fibers shall constitute an offset, on a dollar for dollar basis, against any one or more payments due to be made to LICENSOR by LICENSEE as License Fees hereunder. Nothing herein shall diminish or excuse the initial duty of LICENSOR to make every attempt and effort to dispatch repair technicians within two hours after notice of an outage. Except as provided herein, no liability shall accrue to LICENSOR on account of the failure of LICENSOR to dispatch repair technicians or to repair the damage within the time specified hereon, except to the extent of LICENSOR's negligence or willful misconduct.

9.0.6 Credits. In the event that an outage exceeds 8 hours, except in the case of a force majeure as defined in Section 19.0 below, LICENSOR shall extend to LICENSEE a credit equal to one day's license fee (to be considered 1/30th of the then current monthly rate) for each consecutive 8 hour outage interval, or fraction thereof, in excess of the initial 8 hours. (E.g., 8 hour outage = 1 day credit; 10 hour outage = 1 day credit; 17 hour outage = 2 days credit). The credit shall apply whether or not LICENSEE dispatched repair technicians to the repair site, and shall constitute an offset against LICENSEE's payment of License Fees to LICENSOR.

9.1 LICENSEE Warranties and Representations.

9.1.1 LICENSEE Responsibilities. LICENSEE shall be solely responsible, at its own expense, for the purchase, installation, operation, maintenance and repair of all LICENSEE equipment and LICENSEE facilities required in connection with its use of the LICENSOR Fiber Optic Strands licensed to LICENSEE.

9.1.2 Future Splices. In the future, LICENSEE may require additional splice points into the Fibers licensed to Licensee. LICENSOR shall perform the future splicing and LICENSEE shall provide LICENSOR with no less than forty-eight (48) hours prior notice of the need for such splicing activities. LICENSEE shall bear the cost of such splicing.

9.1.3 Taxes, Franchise Fees. LICENSEE will pay, when they become due, any and all taxes, assessments, and governmental charges of any kind whatsoever lawfully levied or assessed and attributable to LICENSEE's use of LICENSOR Facilities or any portion of them, or against LICENSEE's business with regard to operation or use of the LICENSOR Facilities. LICENSEE shall pay without apportionment any taxes levied on it that are based on LICENSEE's business profits. In addition, LICENSEE shall pay, or as appropriate, reimburse LICENSOR, without apportionment, any ad valorem taxes, fees, assessments or other charges which are assessed against LICENSOR that arise from LICENSEE's use of the LICENSOR Facilities or any portion of them. LICENSEE shall not be responsible for any taxes, fees or charges, or portions thereof which are not directly attributable to LICENSEE's use or proportionate use of the LICENSOR Facilities. LICENSOR shall be responsible for or pay any taxes, fees, or charges attributable to its ownership of the LICENSOR Facilities, if any, when such taxes, fees, or charges are not based on or imposed by virtue of LICENSEE's use of any such facilities or its receipt of license fees from LICENSEE under this Agreement. In the event that LICENSOR becomes a taxable entity, in whole or in part, then LICENSEE shall not be liable for any income taxes imposed on LICENSOR as a result of profits derived by LICENSOR.

ARTICLE X
COMPLIANCE WITH LAWS

10.0 LICENSOR.

LICENSOR shall have and maintain in effect at all times, all necessary franchises, consents, rights-of-way, easements, permits and authorizations applicable to this Agreement, if any, from Federal, State, County, City and other regional or local authorities, to construct, maintain, operate, and use LICENSOR's Facilities.

10.1 LICENSEE.

LICENSEE shall have and maintain in effect at all times, all necessary franchises, consents, permits and authorizations applicable to this Agreement, if any, from Federal, State, county, City and other regional or local authorities. LICENSOR expressly agrees that this Agreement constitutes the sole and complete agreement and requirement for use of the Fibers by LICENSEE and that it shall require no additional city of LICENSOR right-of-way agreement or City of LICENSOR permit of LICENSEE for such use.

10.2 All Applicable Laws.

LICENSEE and LICENSOR each shall comply with all applicable federal, state and local laws and regulations, including but not limited to those of the Federal Communications Commission and the Florida Public Service Commission.

ARTICLE XI
NO CONSEQUENTIAL DAMAGES

11.0 No Consequential Damages. Notwithstanding any other provisions of this Agreement, and irrespective of any fault or negligence or gross negligence, neither party shall be liable to the other for any indirect, incidental, consequential, or special damages (including without limitation damages for harm to business, lost revenues, lost savings, or lost profits), regardless of the form of action, whether based on statute, contract, warranty, or tort (including without limitation, negligence of any kind whether active or passive and strict liability). Each Party hereby releases the other (and their respective parents, subsidiaries, and affiliated companies, and each of their respective agents, officers, employees, and representatives) from any claim or liability for any indirect, incidental, consequential, exemplary, punitive or special damages incurred as a result of or in connection with the performance or nonperformance of this Agreement.

ARTICLE XII
NO THIRD PARTY BENEFICIARIES

12.0 No Third Party Beneficiaries.

This Agreement does not provide third parties (including without limitation customers of LICENSOR or of LICENSEE) with any remedy, claim, liability, reimbursement, cause of action, or other right or privilege, except that the provisions hereof involving indemnification or limitation of liability of either Party shall also inure to the benefit of that Party's employees, officers, agents, affiliates, and with respect to LICENSOR, also to the benefit of the other members of the Consortium, including their respective employees, officers, agents, affiliates and any other benefitted persons specifically identified in the applicable provision. The relationship between LICENSOR and any of its customers is governed solely by the terms and conditions of LICENSOR's agreements and applicable tariffs. The relationship between LICENSEE and its customers, if any, is governed solely by the terms and conditions of any agreement between LICENSEE and its customers.

ARTICLE XIII
INDEMNITY, HOLD HARMLESS

13.0 LICENSEE Indemnity of LICENSOR.

In consideration of $10.00, the receipt and sufficiency of which is hereby acknowledged, LICENSEE agrees to indemnify, hold harmless and defend LICENSOR, and the other members of the Consortium, and their respective officers and employees, against any claim, action, loss, damage, injury liability, cost or expense, including, but not by way of limitation, reasonable attorneys' fees and court costs, arising out of injury to persons, including but not limited to death, or damage to property, caused by the negligence of LICENSEE, or its officers, employees, or agents, in connection with this Agreement.

13.1 LICENSOR Indemnity of LICENSEE.

In consideration of $10.00, the receipt and sufficiency of which is hereby acknowledged, LICENSOR, subject to the limitations of section 768.28, Florida Statutes and subsequent amendments thereto, agrees to indemnify, defend and hold harmless LICENSEE, its affiliates, and respective employees, officers, directors and agents (collectively, "Entities") against any claim, action, loss, damage, injury, liability, cost or expense, including, but not by way of limitation, reasonable attorneys' fees and court costs, arising out of

injury to persons, including but not limited to death, or damage to property, caused by the negligence of LICENSOR in connection with this Agreement.

13.2 Binding on successors.

This indemnification shall be binding upon the successors and assigns and sub-licensees of LICENSEE and upon the successors and assigns of LICENSOR, provided however, any non-governmental successor of LICENSOR shall not be subject to the limitation of liability in section 768.28, Florida Statutes.

13.3 Additional Remedies.

This indemnification shall be in addition to any other remedy available under this Agreement, or at law or equity, and shall survive the term of this Agreement executed pursuant hereto, with respect to any circumstance or event occurring before termination. Provided however, under no circumstances shall LICENSOR be liable for damages of any nature, other than personal injury or death, to LICENSEE, its successors, assigns or sub-licensees in excess of one year's License Fees due under this Agreement.

ARTICLE XIV
INSURANCE

14.1 ***[RESERVED[.***

ARTICLE XV
TERMINATION

15.0 Termination.

Except as ~~provided~~ may be provided elsewhere in this Agreement, this Agreement may be terminated prior to expiration of the initial ~~fifteen~~five (~~15~~5) year term and any extensions as set forth below.

15.1 By LICENSEE. LICENSEE may terminate this Agreement for the reasons set forth below.

15.1.1 Upon 60 days Notice. LICENSEE may terminate this Agreement at any time after the initial term, with or without cause, upon providing LICENSOR with sixty (60) calendar days' written notice. After five (5) days prior written notice to LICENSEE and upon the sixtieth (60th) day after notice of termination from LICENSEE under this section, LICENSOR, at the sole discretion of LICENSOR, may disconnect the Fibers licensed to LICENSEE under this Agreement without recourse to LICENSOR by LICENSEE and LICENSOR shall not be held liable by LICENSEE or LICENSEE's sub-licensees, if any, as a result of such disconnection.

15.1.2 If LICENSEE is Found to be a Telecommunications Company by Virtue of this Agreement. By entering into this Agreement with LICENSOR, LICENSEE does not intend to, and shall not, be classified as a telecommunications company, telecommunications carrier, telecommunications service or any other telecommunications entity, nor to come under the jurisdiction or existing or future regulation of any state or Federal regulatory agency as a telecommunications company, including, without limitation the Federal Communications Commission or the Florida Public Service Commission. If, however, a proceeding is commenced in which it is sought to classify LICENSEE as a telecommunications company, LICENSOR and LICENSEE shall cooperate with each other to determine whether and to what extent this Agreement can be amended to remove that classification. If the Agreement cannot be so amended or if there is no Agreement as to such amendment, then LICENSEE may terminate this

Agreement immediately upon agency or court order or approval of such termination, or, at the sole discretion of LICENSEE, after five (5) days prior written notice to LICENSOR and upon the sixtieth (60th) day after commencement of such proceedings under this section. Upon such termination, LICENSOR may disconnect the Fibers licensed to LICENSEE under this Agreement as provided in section 15.1.1 above.

15.2 By LICENSOR. LICENSOR may terminate this Agreement for the reasons set forth below.

15.2.1 Default of LICENSEE. Upon default by LICENSEE including, but not limited to late payments, after notice and an opportunity to cure. In such event, the sole remedy of LICENSOR shall be as set forth in section 4.1 above. Provided however, if LICENSOR terminates this Agreement after default by LICENSEE under section 4.1 above, LICENSOR shall have the right, after five (5) days prior notice to LICENSEE, to disconnect the Fibers licensed to LICENSEE under this Agreement without recourse to LICENSOR by LICENSEE. Furthermore LICENSOR shall not be held liable by LICENSEE or LICENSEE's sub-licensees as a result of such disconnection.

15.2.2 If LICENSOR is Found to be a Telecommunications Company by Virtue of this Agreement. By entering into this agreement with LICENSEE, LICENSOR does not intend to, and shall not, be classified as a telecommunications company, telecommunications carrier, telecommunications service or any other telecommunications entity, nor to come under the existing or future jurisdiction or regulation of any State or Federal regulatory agency as a telecommunications company, including, without limitation, the Federal Communications Commission or the Florida Public Service commission. If, however, a proceeding is commenced in which it is sought to classify LICENSOR as a telecommunications company, LICENSEE and LICENSOR shall cooperate with each other to determine whether and to what extent the Agreement can be amended to remove that classification. If the Agreement cannot be so amended or if there is no Agreement as to such amendment, then LICENSOR may terminate this Agreement immediately upon agency or court order or approval of such termination, or at the sole discretion of LICENSOR, after five (5) days prior written notice to LICENSEE and upon the 60th day after commencement of such proceedings under this section, LICENSOR may disconnect the Fiber Optic Strands licensed to LICENSEE under this Agreement as provided in Section 15.1.1 above. Provided, however, if LICENSOR becomes certified by the Florida Public Service Commission as a telecommunication company, this Agreement shall remain in full force and effect.

15.2.3 If Licensor Ceases to Operate a Fiber Optic Network. Upon the expiration of the original term or any extension thereof, Licensor may terminate this Agreement by providing no less than eighteen (18) months' prior written notice to LICENSOR if the Consortium, and each member thereof, has ceased to operate a fiber optic network for any purpose.

15.3 By Either Party.

In the event the Parties fail to reach Agreement on terms and conditions for a new Agreement within three months prior to the expiration of the final five (5) year extension.

ARTICLE XVI
RESTRICTIONS AGAINST TRANSFER

16.0 Restrictions Against Transfer.

Neither Party shall sell, assign, transfer, or otherwise alienate or dispose of this Agreement or the privileges hereby granted, without the prior written consent of the other Party, which consent shall not be unreasonably disposed of, withheld or delayed. Notwithstanding the foregoing, this Agreement may be sold, transferred or otherwise disposed of or assigned by LICENSEE without the approval or prior consent of LICENSOR to any parent, successor, subsidiary or affiliated company of LICENSEE.

ARTICLE XVII
FAILURE TO ENFORCE PROVISIONS IS NOT A WAIVER

17.0 Failure to Enforce Provisions Not a Waiver.

The consent by a Party to any act by the other Party shall not be deemed to imply consent or to constitute the waiver of a breach of any Provision hereof or continuing waiver of any subsequent breach of the same or any other Provision, nor shall any custom or practice which may arise between the Parties in the administration of any part of the Provisions hereof be construed to waive or lessen the right of a Party to insist upon the performance by the other Party in strict accordance with the Provisions hereof.

ARTICLE XIII
SEVERABILITY

18.0 Severability.

In the event that any Provision of this Agreement shall be held unconscionable, unenforceable, or void for any reason by any tribunal of competent jurisdiction, it is agreed that the Provision in question shall be modified to eliminate the elements of concern to the tribunal and as modified shall be binding on the Parties hereto. The remaining Provisions shall not be affected by the action of any tribunal or modification of such Provision, and shall remain in full force and effect.

ARTICLE XIX
FORCE MAJEURE

19.0 Force Majeure.

Except as otherwise expressly provided herein, neither Party shall be liable for any failure or delay in the performance of its obligations under this Agreement due to causes not reasonably within its control, including but not limited to acts of civil or military authority, including courts and regulatory agencies, superior governmental authority, God, war, riot or insurrection, inability to obtain required construction permits, blockages, embargoes, sabotages, epidemics, fires, floods, strikes, lockouts or other labor difficulties, provided such labor difficulties do not arise from inequitable labor practices. In the event of any failure or delay resulting from such causes upon notice to the other Party within thirty (30) Business Days of occurrence of the event giving rise to the delay the time for performance hereunder shall be extended for a period of time reasonably necessary to overcome the effects of such delays. In the event any such failure or delay shall last for a period of more than one hundred eighty (180) Days, then either Party may terminate this Agreement forthwith, in whole or in part, by notice in writing to the other.

ARTICLE XX

NOTICE

20.0 Notices.

Except for Notices relating to construction, outages or maintenance which shall be as provided in Exhibit "C" attached hereto, any notice, request, instruction, demand, consent, or other communication required or permitted to be given under this Agreement shall be in writing and shall be delivered either by hand or by certified mail, postage prepaid, and certified return receipt requested to the following address or such other address as the Parties may provide to each other in writing:

To LICENSEE:	Florida Power & Light Company Attn: _____ 700 Universe Boulevard Juno Beach, Florida 33408
With a copy to:	Florida Power & Light Company Attn: General Counsel 700 Universe Boulevard Juno Beach, Florida 33408
To Vero Beach:	City Manager City of Vero Beach 1053 20th place Vero Beach, Florida 32961
With a Copy to:	Edwards Wildman Palmer LLP 523 Okeechobee Blvd., Suite 1600 West Palm Beach, Florida 33401

ARTICLE XXI
CHOICE OF LAW; VENUE

21.0 Choice of Law; Venue.

The validity, interpretation, and enforcement of this Agreement shall be governed by the Laws of Florida without regard to conflict of Law applications. Indian River County, Florida, shall be proper venue for any litigation involving this Agreement. Any legal proceedings of any nature brought by either Party to enforce any right or obligation arising out of this Agreement shall be submitted to trial without jury before any court of competent jurisdiction in Indian River County, Florida. The Parties consent and submit to the jurisdiction of any such court in Indian River County, Florida, and agree to accept service of process outside the state of Florida in any matter submitted to any court pursuant hereto.

ARTICLE XXII
ENTIRE AGREEMENT

22.0. Entire Agreement. This Agreement represents the entire Agreement between the Parties and supersedes all prior Agreements or representations, whether written or oral, with respect to the subject matter hereof. There are no representations, warranties, agreements or understandings (whether oral or written) between the Parties relating to the subject matter hereof which are not fully expressed herein. No Provision of this Agreement may be changed or amended except by written Agreement signed by both Parties.

ARTICLE XXIII
PARTIES BOUND

23.0 Parties Bound. This Agreement shall be binding upon the Parties hereto and their respective successors, heirs, personal representatives and permitted assignees.

ARTICLE XXIV
ATTORNEYS' FEES

24.0 Attorney's Fees. The prevailing Party in any litigation, arbitration or mediation relating to this Agreement shall be entitled to recover its reasonable attorneys' fees and costs from the other Party for all matters, including, but not limited to, appeals.

ARTICLE XXV
CONSTRUCTION; HEADINGS SOLELY FOR CONVENIENCE

25.0 Construction; Headings Solely for Convenience.

25.1 Ambiguities Not To Be Resolved Against Drafting Party. Each Party and its counsel have reviewed this Agreement. Accordingly, the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting Party shall not be employed in the construction and interpretation hereof.

25.2 Article, Section, And Sub-Section Headings For Convenience. The capitalized and bolded **ARTICLE HEADINGS,** underlined and initial capitalized Section Headings and the italicized and initial capitalized Sub-Section Headings, hereof, are inserted for convenience of reference only, are not a part hereof and shall have no effect on the construction or interpretation hereof.

IN WITNESS WHEREOF, the Parties hereto have caused these presents to be executed, by their respective officers thereunto duly authorized, on the Day, month and year first above written.

ATTEST:

Sign: _____

Print: _____

Title: _____

LICENSOR: CITY OF VERO BEACH

Sign: _____

Print: _____

Title: _____

[AFFIX CORPORATE SEAL HERE]

STATE OF FLORIDA
COUNTY OF INDIAN RIVER

The foregoing instrument was acknowledged before me this _____ day of _____ , 2013, by _____ as Mayor, and attested by _____, as City Clerk, of the City of Vero Beach, Florida. They are both known to me and did not take an oath.

NOTARY PUBLIC

Sign: _____
Print: _____
State of Florida at Large [SEAL]
My Commission Number: _____
My Commission Expires: _____

Corporation: THIS AGREEMENT MUST BE EXECUTED BY THE CHIEF EXECUTIVE OFFICER, OR PRESIDENT OR VICE-PRESIDENT, AND THE SECRETARY OR ASSISTANT SECRETARY, UNLESS THE BYLAWS OR A RESOLUTION OF THE BOARD OF DIRECTORS SHALL OTHERWISE PROVIDE, IN WHICH EVENT A CERTIFIED COPY OF THE BYLAWS OR RESOLUTION, AS THE CASE MAY BE, MUST BE FURNISHED. ALSO, THE CORPORATE SEAL OF LICENSEE, IF LICENSEE HAS SUCH A SEAL, MUST BE AFFIXED.

ATTEST:

Sign:_____
Print:_____
Title: Secretary

LICENSEE:_____

Sign:_____
Print:_____
Title: President

[AFFIX CORPORATE SEAL HERE]

STATE OF FLORIDA
COUNTY OF INDIAN RIVER

The foregoing instrument was acknowledged before me this ____ day of _____, 2013, by _____, as President, and attested by _____, as Secretary, on behalf of _____. They are personally known to me or produced _____ as identification and did / did not take an oath.

NOTARY PUBLIC

Sign:_____
Print:_____
State of Florida at Large [SEAL]
My Commission Number:_____
My Commission Expires:_____

Approved as to form
and legal sufficiency:

_____

Approved as to technical
requirements:

_____

Approved as to technical
Requirements:

_____

Approved as to insurance
requirements:

_____

This instrument prepared
in the office of the
City Attorney
P.O. Box 1389
Vero Beach, Florida 32961-1389

EXHIBIT "A"

ROUTE DIAGRAMS

EXHIBIT "B"
FIBER SPECIFICATIONS AND CONNECTION DETAILS

FIBER:

All Fiber will meet or exceed the Corning SMF-28, dual 1310/1550 window optical glass specifications:

Maximum attenuation for 1310 nm systems will be .35 dB/km

Maximum attenuation for 1550 nm systems will be .25 dB/km

SPAN SPECIFICATIONS:

Discontinuities (known as steps, Splices, or attenuation non-uniformitites) shall be measured with an Optical Time Domain Reflectometer (OTDR) to determine the loss for the localized attenuation.

No Fiber shall show a point discontinuity greater than 1.0 dB. However, a Fiber Span that includes a discontinuity in excess of specifications may still be considered acceptable, with mutual agreement of LICENSOR and LICENSEE, provided said Fiber still meets LICENSEE's overall attenuation and dispersion specifications.

Performance levels will be maintained as accepted through the duration of the Agreement.

GENERAL CONSTRUCTION:

OPTICAL SYSTEM LOSS TABLE

WAVE LENGTH NM	MAXIMUM FIBER Loss/KM	MAXIMUM CONNECTOR Loss	AVERAGE Loss PER SCTION	MAXIMUM Loss PER SPLICE	AVERAGE Loss PER SPLICE
1310	.35dB	.5 dB	.06 dB	.2 dB	.06 dB
1550	.25 dB	.5 dB	.06 dB	.2 dB	.06 dB

The Fiber will be constructed in accordance with sound commercial practices. The National Electric Safety Code will be followed in every case except where local regulations are more stringent, in which case local regulations shall govern.

Optical and span test data, including OTDR traces, will be submitted by LICENSOR to LICENSEE at an agreed upon schedule.

EXHIBIT "C"

NOTICES

Notification to FPL:

All notices relating to construction, outage, or maintenance should be relayed to Licensee through this number:

Notification to Vero Beach:

All notices relating to construction, outage, or maintenance should be relayed to the Licensor through this number:

EXHIBIT "D"

"SAMPLE NOTICE OF ACCEPTANCE"

D

ate:

To [Person Specified in Article 20]

Re: Notice of Acceptance of Licensed Fibers

Dear [Person Specified in Article 20]:

Our technician tested the licensed fibers, today. and confirmed that they meet the Performance Specifications required by our Agreement. Accordingly, today, we accepted the Licensed Fibers as operational.

In accordance with our Agreement, I have enclosed, herewith, the first installment of the License Fee ($_____.___).

Sincerely yours.

_____

By:

cc: [Person Specified in Article 20]