

SOLAR LEASE AGREEMENT

THIS SOLAR LEASE AGREEMENT (“**Agreement**”) is made this ____ day of _____, 2017 (“**Effective Date**”), by and between City of Coconut Creek, a Florida municipal corporation (“**Lessor**”) and Florida Power & Light Company, a Florida corporation (“**Lessee**”). Lessor and Lessee are sometimes individually referred to herein as a “**Party**” and collectively as the “**Parties**”.

WITNESSETH:

WHEREAS, Lessor is the fee simple owner of that certain real property located in Broward County, Florida, as more fully described on **Exhibit A** attached hereto and incorporated herein by this reference (“**Property**”);

WHEREAS, the Property includes approximately 3,600 +/- square feet of real property as more particularly depicted on the attached **Exhibit B** attached hereto and incorporated herein by this reference (“**Demised Premises**”); and

WHEREAS, Lessee desires to lease the Demised Premises from Lessor and Lessor desires to lease the Demised Premises to Lessee for the installation of certain renewable energy generating equipment, including, without limitation, solar panels, solar canopy structures, electrical power inverters, interconnection equipment, electrical wiring, underground conduit, collection lines, wire management systems, charging stations, electric meters, metering and switch cabinets, power distribution boxes and racking systems (individually and collectively, the “**Equipment**”) upon the terms and conditions set forth herein.

NOW THEREFORE, in consideration of the mutual promises contained herein and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby agree as follows:

1. **Demised Premises.** Lessor hereby demises and leases the Demised Premises to Lessee, and Lessee hereby leases the Demised Premises from Lessor, upon the terms, covenants and conditions set forth in this Agreement.

2. **Use.** The Demised Premises may be used by Lessee for the purposes of constructing, installing, operating, inspecting, maintaining, repairing, enlarging, modifying, removing, testing and replacing the Equipment and any additional equipment required to generate, measure, and transmit solar power, together with the following rights:

(a) **Access.** The right of ingress and egress to and from the Demised Premises over the Property necessary to access the Demised Premises.

(b) **Signage.** The right, at Lessee’s sole cost and expense, to install signage on and around the Equipment and on, over, under, through and across the Demised Premises at the point of access to the Equipment (to the extent allowed by applicable federal, state, and local law including the City of Coconut Creek Code of Ordinances and sign code) for any and/or all of

the following purposes: (i) identifying Lessee's ownership of the Equipment and prominently displaying Lessee's corporate name, trade name(s), trademark(s), and logo(s) on the Equipment and all structures supporting the Equipment; (ii) describing the Equipment and its purpose and operation to interested parties accessing the Demised Premises (i.e. telling the distributed solar generation story); (iii) instructing parties accessing the Demised Premises to use caution so as not to damage the Equipment; and (iv) provide all necessary safety and hazard warnings. The location, design and content of such signage shall be subject to the prior approval of Lessor, which approval shall not be unreasonably withheld, conditioned or delayed. Such signage shall be removed by Lessee upon the final removal of the Equipment from the Demised Premises in accordance with the terms of this Agreement. Subject to Section 6(a) below, Lessor shall have the right, at Lessor's sole cost and expense to co-brand on Lessee's signage, provided that Lessor first obtains Lessee's prior written consent, which Lessee may approve or withhold such consent in its absolute and sole discretion.

(c) **Power Monitoring.** The right to incidental access and use of Lessor's electrical systems for purposes of reasonable powering of Lessee's computer equipment used in monitoring the power generated from the Equipment at the Demised Premises. Additionally, if, and so long as, Lessor provides an internet access system for use by guests and other visitors to the Property, Lessor will permit Lessee to use, at no cost to Lessee, such internet access system in connection with Lessee's power monitoring system described in the preceding sentence, and Lessor shall provide Lessee with the necessary access codes and other necessary information to use such internet access system; provided, however, Lessor does not warrant the stability, security or continuous operation of any such internet access system. Lessor shall have the right to limit access to internet including band widths and hours of availability.

(d) **Construction Laydown Area.** During the Construction Term (as defined in Section 3(a) below), a temporary construction and laydown lease on, over, under, through and across that portion of the Property described and depicted on the attached **Exhibit B-1**, which exhibit is incorporated herein by this reference ("**Construction Laydown Area**") for the placement and storage of materials and equipment incidental to Lessee's use granted herein. Within thirty (30) days after completion of construction of the Equipment, but in no event later than the end of the Construction Term, Lessee shall remove its materials and equipment stored on the Construction Laydown Area and return the surface of the Construction Laydown Area to substantially the same condition as it existed prior to Lessee's use thereof.

3. **Term.**

(a) **Construction Term.** The initial construction term of this Agreement shall commence on the Effective Date and continue for twelve (12) months ("**Initial Construction Term**"), unless Lessee is then actively engaged in constructing or installing the Equipment, in which case the Initial Construction Term shall automatically extend, upon the same terms and conditions as set forth herein, for an additional twelve (12) months ("**Extended Construction Term**"). The Extended Construction Term shall end twenty-four (24) months after the Effective Date unless before that date Lessee notifies Lessor that Lessee elects to terminate this Agreement or that the Commercial Operations Date has occurred. The Initial Construction Term and Extended Construction Term, if any, are hereafter collectively referred to as the

“**Construction Term**”. For purposes of this Agreement, “**Commercial Operations Date**” shall mean the date on which the Equipment becomes operational as determined by FPL. For the purposes of this section, “**operational**” means the date on which Lessee has (i) received any and all approvals, licenses, and permits necessary to operate the Equipment, (ii) the Equipment is installed on the Demised Premises and is connected to the electric transformer, and (iii) the Equipment is generating solar power

(b) **Operating Term.** The “**Operating Term**” of this Agreement shall commence on the day immediately following the last day of the Construction Term, and continue for a term ending on the fifteenth (15th) anniversary of the Commercial Operations Date. The Operating Term and the Construction Term are collectively referred to herein as the “**Term**”. The Term of this Agreement shall automatically renew for three (3) consecutive five (5) year periods unless either party provides the other with written notice of its intention to terminate this Agreement within thirty (30) days prior to the expiration of the then applicable Term.

4. **Installation and Location of Equipment.** From and after the Effective Date, Lessee, as well as any permitting, licensing, regulating or approving entity, agency or authority, any utility intending to purchase electricity generated by the Equipment, and the agents, employees, contractors, subcontractors, consultants and representatives of each (collectively, the “**Lessee Parties**”), have ingress, egress and access to the Demised Premises at all times during the Term, twenty-four (24) hours-a-day, seven (7) days-a-week, for and including to inspect, construct, install, maintain, repair, enlarge, modify, remove, replace, test and operate the Equipment. Lessee Parties will use commercially reasonable efforts to minimize any interference with Lessor’s use and operations on the Property. Lessor shall cooperate as necessary with Lessee (at no cost to Lessor) in Lessee’s efforts to obtain all permits, licenses and approvals necessary for the installation and operation of the Equipment. Except as otherwise expressly set forth herein, Lessee shall have no right to access or utilize any other portion of Lessor’s Property other than the Demised Premises and the Construction Laydown Area. Lessee may locate and install the Equipment on the Demised Premises as is reasonably necessary in order to achieve optimal solar power generation. Installation of the Equipment shall be in compliance with all applicable laws and ordinances and shall not result in the imposition or creation of a lien against any portion of the Demised Premises.

Upon completion of the installation of the Equipment by Lessee, Lessee shall provide Lessor with an “as-built” survey of the Equipment installed on the Demised Premises which shall serve as a replacement **Exhibit B.**

5. **Rent.** Lessee shall pay a fee to Lessor annually, in advance, on or before July 15th of each year during the Term the amount set forth on the attached **Exhibit C,** which exhibit is incorporated herein by this reference (“**Rent**”). In the event the Term commences on a date other than July 15th, Lessee shall pay Lessor upon commencement of the Term an amount equal to the pro-rata portion of the applicable Rent for such partial annual period. Rent shall be payable to Lessor electronically per the attached **Exhibit D,** which exhibit is incorporated herein by this reference. In the event this Agreement expires or is terminated at a time other than on the last day of an annual period, then Rent shall be pro-rated as of the date of this Agreement’s

expiration or earlier termination for any reason (other than an uncured and continuing default by Lessee) and all prepaid Rent that has not yet accrued shall be immediately refunded to Lessee.

6. **Interference.** During the Term, Lessor shall not directly or indirectly interfere, cause or permit to be caused any Interference, with the Equipment. For purposes of this Agreement “**Interfere**” and “**Interference**” shall mean interference with Lessee’s use, operation, access, maintenance or repair of the Equipment on a sustained basis as a result of Lessor’s direct or indirect actions, including without limitation the following:

(a) Placement of any equipment, sign, logo, structure, or improvements on, across, under, or over any portion of the Equipment without the prior written consent of Lessee, which Lessee may approve or withhold such consent in its absolute and sole discretion;

(b) Placement of any equipment, sign, structure or improvement in a location that interferes with any portion of the Equipment’s exposure to sunlight, as determined by Lessee in its sole discretion;

(c) Interference in any way with any portion of the Equipment’s ability to generate solar power, as determined by Lessee in its sole reasonable discretion;

(d) Any portion of the Equipment to become subject to any lien, mortgage, deed of trust, security agreement, mechanics lien or other such encumbrance not caused by Lessee, unless the holder of such lien, mortgage, deed of trust, security agreement or other such encumbrance provides Lessee with a subordination and non-disturbance agreement or a non-disturbance agreement, in form and substance acceptable to Lessee, within thirty (30) days following Lessee’s request for same;

(e) Any portion of the Demised Premises to be maintained, altered, modified, repaired, replaced or compromised in such a way that it can no longer support the Equipment or any portion of the Equipment or the use of any portion the Equipment is impaired, as determined by Lessee in its sole reasonable discretion;

(f) Disruption with Lessee’s access to any portion of the Demised Premises, except in exceptional circumstances supported by life safety concerns, which in no event shall exceed five (5) business days; and/or

(g) Sale, transfer, assignment, lease or sublease any portion of the Demised Premises, other than subject to Lessor’s obligations under this Agreement.

In the event of that Lessor Interferes or causes Interference, Lessee will provide Lessor with a written summary documenting such Interference (“**Interference Notice**”). In the event Lessor is in violation of any of the above-listed items in this section, and such violation continues for fifteen (15) consecutive days or more following Lessee’s delivery of an Interference Notice, then in addition to the rights granted under Section 18 below, Lessee may elect to terminate this Agreement immediately upon delivering written notice to Lessor. In the event, Lessee, in its sole discretion, elects to exercise its remedy of relocation of the Equipment

pursuant to Section 18 below, such relocation area shall be in an area mutually agreed upon by the Parties.

7. **Mechanics' Liens.**

(a) **Lessee's Actions.** Installation of the Equipment shall not result in the imposition or creation of a lien against any portion of the Property. If any mechanic's, contractor's or material supplier's lien is asserted against all or any part of the Property in connection with Lessee's installation, construction or operation of the Equipment or any related activities, Lessee shall indemnify Lessor against any loss, claim, damage or expense, including attorneys' fees, that Lessor may incur in connection with such assertion of such lien, and, if any notice or statement of lien is filed or recorded in any public office in connection with Lessee's installation, construction or operation of the Equipment or any related activities, Lessee shall cause such notice or statement of lien to be released or bonded off, within thirty (30) days from the date Lessor gives written notice of such lien. Lessee's obligations under this section shall survive the expiration or earlier termination of this Agreement.

(b) **Lessor's Actions.** If any mechanic's, contractor's or material supplier's lien is asserted against all or any part of the Demised Premises or Property by anyone having provided labor, services, material or equipment at the request of Lessor, and if Lessee is made a party to any action or proceeding to foreclose any such asserted lien, Lessor shall indemnify Lessee and hold it harmless against any loss, claim, damage or expense, including attorneys' fees, that Lessee may incur in connection with such action or proceeding, including paying any judgment that may be entered therein.

8. **Maintenance; Repair; Replacement; Reinstallation.**

(a) During the Term, Lessee shall, at Lessee's sole cost and expense, operate and maintain the Equipment in good working order and in a safe, clean manner.

(b) In the event the Equipment or any portion thereof is damaged or destroyed at any time during the Term, Lessee shall have the right, but not the obligation, to repair, replace or reinstall the Equipment or any portion thereof within the Demised Premises.

(c) Lessor shall conduct, or cause to be conducted, all routine and necessary maintenance of the Demised Premises and shall ensure that the Demised Premises shall remain able to support the Equipment for the duration of the Term. If Lessor has to replace or engage in widespread repair of the paving or other improvements located on or near the Demised Premises during the Term, then Lessor shall provide Lessee with at least ninety (90) days prior written notice and Lessee will coordinate protection of the Equipment with Lessor as appropriate in order to accommodate Lessor's construction schedule.

(d) If the Demised Premises are substantially destroyed by fire or other casualty, Lessee may by written notice, given not later than thirty (30) days after the date of such destruction, terminate this Agreement, in which event Rent paid for the period beyond the date of destruction shall be refunded to Lessee, together with an insurance proceeds received by Lessor in connection with Lessee's equipment only. If the Demised Premises are not substantially

destroyed but Lessee cannot reasonably operate the Equipment during repairs, Rent shall abate until such time as Lessee may recommence operating the Equipment.

(e) Lessee shall have the right, at Lessee's sole cost and expense, to repair, replace or reinstall any affected Equipment on the Demised Premises following complete or partial destruction of Lessor's improvements to the Demised Premises and/or Lessee's Equipment thereon. Following complete destruction of Lessor's improvements to the Demised Premises, Lessor may provide Lessee with a mutually acceptable alternative location on or off the Property approved by Lessee on which Lessee may install the Equipment. If, however, Lessor is unable to provide an alternative location for the Equipment that meets such standard, and Lessee does not approve such alternate site, Lessee shall have the right, upon written notice to Lessor, to terminate this Agreement, and receive an immediate return from Lessor of its prorated portion of Rent paid. If such new location is acceptable to Lessee, **Exhibit B** (and, if necessary, other exhibits) to this Agreement will be amended to reflect the new location of the Demised Premises.

(f) Lessee shall have the right, in its sole discretion, to remove all or a portion of the Equipment at any time during the Term, and such removal shall not constitute a default or be deemed a termination under this Agreement. Following the removal of any Equipment the Rent shall be proportionally adjusted.

(g) Lessee shall be responsible to repair any damages to the Demised Premises caused by Lessee as a result of the installation, maintenance, and repair of the Equipment. Such repairs to the Demised Premises shall be to a condition equal to or better than the condition prior to the installation.

9. **Taxes.** Lessor is exempt from payment of property taxes for the Property. If, in the future, Lessor's exemption is no longer valid, Lessor shall pay when due all real property taxes for the Property and Lessee shall reimburse Lessor for the incremental increase in any real property taxes for the Demised Premises attributable to the Equipment. Notwithstanding the foregoing, during the Term hereof, Lessee shall pay any personal property tax which is attributable to the Equipment or the Equipment's installation or placement on or within the Demised Premises. Lessor hereby grants to Lessee the right to challenge, whether in a court, administrative proceeding, or other venue, on behalf of Lessor and/or Lessee, any personal property or other tax assessments that may affect the Demised Premises as a result of the Equipment. If Lessor receives notice of any personal property or other property tax assessment against the Lessor which may affect Lessee or the Equipment and is attributable, in whole or in part, to the Equipment, Lessor shall provide timely notice of such assessment to Lessee sufficient to allow Lessee to consent to or challenge such assessment if a right to challenge the assessment is then available under applicable law. Further, Lessor will provide to Lessee any and all documentation in the possession of Lessor that is associated with such assessment and will execute any and all documents reasonably necessary to effectuate the intent of this section, provided that Lessor shall not be required to incur any expense or any risk of material liability.

10. **Insurance.** Lessee will maintain at all times during the Term, the insurance designated in this section in accordance with the terms and conditions required by this

section. Such policy or policies shall be issued by companies authorized to do business in the State of Florida with a minimum A.M. Best financial rating of “A– VII”.

(a) Commercial General Liability Insurance with limits of Three Million Dollars (\$3,000,000) per occurrence combined single limit for bodily injury and property damage.

(b) Business Automobile Liability Insurance with limits of Two Million Dollars (\$2,000,000) for bodily injury and property damage.

(c) Workers’ Compensation Insurance in compliance with Florida Statutes.

Lessee has the right to meet the insurance designated in this section through any combination of self-insurance, primary or excess coverage. Should Lessee self-insure, then prior to accessing the Demised Premises, Lessee will provide Lessor with a letter of such self-insurance which will include a reference to publicly available financial statements and annual reports.

Lessor and Lessee, for themselves and their respective insurers, waive any right to assert any claim against the other Party, to the extent such claim is covered by the waiving party’s insurance. Each Party shall waive all rights of subrogation of their respective insurers.

11. **Indemnification.** Lessee shall indemnify Lessor from and against all losses, claims, damages or expenses, including attorneys’ fees, incurred by Lessor in connection with any third party claims for personal injury or death to persons and damage to Lessor’s personal property arising during the Term, to the extent arising from the negligence or willful misconduct of Lessee, its agents, employees, representatives, contractors, or sub-contractors up to One Million Dollars (\$1,000,000). Lessor shall indemnify Lessee from and against all losses, claims, damages or expenses, including attorneys’ fees, incurred by Lessee in connection with any third party claims for personal injury or death to persons and damage to Lessee’s personal property arising during the Term, to the extent arising from the negligence or willful misconduct of Lessor, its agents, employees, representatives, contractors, or sub-contractors up to One Million Dollars (\$1,000,000). In no event shall Lessor or Lessee be liable to the other for consequential, special, exemplary, punitive, indirect or incidental losses or damages, nor shall any parent, subsidiary, affiliate or employee of Lessor or Lessee have any liability under this Agreement. Neither Lessor nor Lessee, nor their respective insurer, shall, without the prior written consent of the other Party, which consent will not be unreasonably withheld, enter into the settlement or compromise of any claim brought against the indemnified Party which is the subject of indemnification under this Agreement. Notwithstanding the foregoing, this paragraph shall not be construed or interpreted as a waiver of the Lessor’s sovereign immunity and the limits established in Section 768.28, Florida Statutes. This section shall survive the expiration or earlier termination of this Agreement.

12. **Equipment to Remain Personal Property of Lessee.** The Equipment is and will remain the property of Lessee, its successors or assigns, regardless of its use or manner of attachment to the Demised Premises. Lessor agrees to execute such further documentation as is reasonably necessary to ensure that the Equipment does not constitute, and is not deemed to be, a

fixture attached to the Demised Premises. Except as expressly set forth in this Agreement, Lessor will have no right, title, or interest in the Equipment, and no right to purchase or otherwise acquire title to or ownership of the Equipment, and Lessor hereby expressly disclaims any right, title or interest in or to the Equipment, whether arising by lien, by operation of law, or otherwise.

13. **Subordination.** Lessor warrants that the Property is not, as of the Effective Date, subject to any mortgage or other monetary lien, other than liens for taxes and assessments imposed by law. If Lessor hereafter determines to mortgage all or any part of the Property and the proposed mortgage document does not acknowledge the priority of this Agreement, then prior to execution of such mortgage Lessor will secure a subordination and non-disturbance agreement or non-disturbance agreement in commercially reasonable form from the mortgagee, which provides that such mortgagee or lienholder will not disturb Lessee's possession or rights under this Agreement, or terminate this Agreement so long as Lessor is not entitled to terminate this Agreement or Lessee's interest in the Demised Premises.

14. **Quiet Enjoyment.** Lessor represents and warrants to and covenants with Lessee that: (a) Lessor has full right, power and authority to execute this Agreement; (b) Lessor has good and unencumbered title to the Demised Premises free and clear of any liens, mortgages or other encumbrances (c) Lessor's execution and performance of this Agreement will not violate any laws, ordinances, covenants, or the provisions of any mortgage, lease, or other agreement binding on Lessor; (d) there are no agreements with any third parties that may adversely affect the Equipment or the Equipment's exposure to sunlight, (e) during the Term, Lessor will not enter into any agreements with any third parties that may adversely affect the Equipment or the Equipment's exposure to sunlight, and (f) all times during the Term, Lessee's quiet enjoyment of the Demised Premises or any part thereof shall not be disturbed.

15. **Default by Lessee.** The happening of any one or more of the following events, upon the expiration of any applicable notice and cure period, shall be events of default under this Agreement:

(a) The failure of Lessee to pay any installment of Rent or other charge or money obligation herein required to be paid by Lessee within fifteen (15) calendar days after written notice of such default from Lessor to Lessee; or

(b) The failure of Lessee to fully perform any other of its covenants under this Agreement within sixty (60) calendar days after Lessee receives written notice of such default from Lessor; provided, however, if such non-monetary default cannot reasonably be cured within such sixty (60) day time period, Lessee shall not be deemed in default hereunder if Lessee has commenced to cure such default within said sixty (60) day time period and thereafter continues with diligence to complete the cure of such default.

16. **Lessor's Remedies.** Lessor's exclusive remedies for events of default by Lessee shall be limited to the following:

(a) Upon an event of default for non-payment of Rent as set forth in Section 15(a) above, and after the expiration of the applicable notice and cure period, Lessor may recover from Lessee the amount in default, with interest on the unpaid amount at the annual rate of six percent (6%).

(b) Upon an event of default as set forth in Section 15(b) above, and after the expiration of the applicable notice and cure period, Lessor may perform, or cause to be performed, on behalf and at the expense of Lessee, any or all of the undertakings or obligations as to which Lessee remains in default, in which event Lessee will reimburse Lessor for such actual reasonable costs and expenses, within forty-five (45) days following Lessee's receipt of Lessor's invoice and supporting documentation. Notwithstanding the preceding sentence, Lessor may not perform any obligation of Lessee under Section 8(a) or take any other action that relocates or physically alters any of the Equipment that at the time is in operable condition.

(c) Lessor may exercise any other remedy available at law or in equity except for ejectment, termination or rescission of this Agreement, all of which are expressly excluded.

In any action or proceeding to enforce any of Lessee's obligations under this Agreement, Lessor may recover all costs and expenses, including reasonable attorneys' fees, incurred by Lessor in connection with such action or proceeding or any appeal therefrom or review thereof.

17. **Default by Lessor.** The failure of Lessor to fully perform any term, provision, or covenant of this Agreement within sixty (60) calendar days following written notice of such default from Lessee; provided, however, that if such default cannot reasonably be cured within such sixty (60) day time period, Lessor shall not be deemed in default hereunder if Lessor has commenced to cure such default within said sixty (60) day time period and thereafter continues with diligence to complete the cure of such default.

18. **Lessee's Remedies.** Upon an event of default by Lessor as set forth in Section 17 above, and after the expiration of the applicable notice and cure period, in addition to and not by way of limitation of the exercise by Lessee of any and all rights and remedies Lessee may have at law or in equity, Lessee may: (a) cure the default and be reimbursed by Lessor within thirty (30) days following Lessor's receipt of Lessee's invoice and supporting documentation of costs and expenses associated with curing the default; (b) terminate this Agreement; and/or (c) exercise any remedy Lessee may have at law or in equity. In the event that Lessor fails to timely make such reimbursement payments to Lessee as set forth in subsection (b) above, Lessee may deduct such amounts owed by Lessor to Lessee from Rent due. In any action or proceeding to enforce any of Lessor's obligations under this Agreement, Lessee may recover all costs and expenses, including reasonable attorneys' fees, incurred by Lessee in connection with such action or proceeding or any appeal therefrom or review thereof.

19. This paragraph is intentionally deleted.

20. **Removal.** Upon the expiration or earlier termination of the Term by Lessee through no fault of Lessor for defaulting under the terms of this Agreement, Lessee shall continue to have the right of reasonable access to the Demised Premises in order to remove the

Equipment, and repair and restore the affected portions of the Demised Premises to substantially the same condition as practical as existed immediately prior to Lessee's installation of the Equipment, at Lessee's sole cost and expense; provided, however, in the event that Lessor causes Lessee to terminate this Agreement (including Sections 6 and 18 above) prior the expiration of the Term, removal and disposal or relocation costs of the Equipment, and repair and restoration of the Demised Premises, shall be at Lessor's sole cost and expense.

21. **Tax Credits, Financial Incentives, Sale of Energy.** Installation and operation of the Equipment on the Demised Premises may result in the availability of federal and/or state tax credits, and other financial incentives (collectively hereinafter "**Incentives**"). Lessee is and shall be the sole recipient and beneficiary of any and all such Incentives, which shall be distributed, disbursed and/or assigned in Lessee's sole discretion. Lessor shall have no right to any Incentives, except as otherwise agreed to in writing by Lessee. Furthermore, any and all solar power electricity produced by or relating to the Equipment ("**Energy**"), and the right to utilize and/or sell the same, shall be the sole property and right of Lessee.

22. **Assignment; Leasehold Financing.**

(d) Except as permitted by Section 22(b) below, Lessee shall not assign this Agreement or any interest herein without the prior written consent of Lessor. Lessor shall not assign its interest in this Agreement to anyone other than a purchaser or Lessee of the Demised Premises without the prior written consent of Lessee. Neither Party will unreasonably withhold, condition or delay its consent to an assignment by the other Party. The terms and conditions of this Agreement will bind and benefit the respective successors and permitted assigns of the Parties. Following any permitted assignment or transfer by operation of law, the terms "Lessor" and "Lessee" shall be deemed to refer to the relevant transferee or successor, unless the context clearly indicates that the term refers only to the original Party so identified.

(e) Lessor acknowledges that Lessee's interests under this Agreement and in the Equipment are and will be encumbered by Lessee's existing mortgage. Additionally, Lessee may, upon notice to Lessor, mortgage or grant a security interest in this Agreement and the Equipment, and may assign this Agreement and the Equipment to any of Lessee's future mortgagees or holders of security interests, including their successors or assigns (Lessee's existing mortgagee and any future Lessee mortgagees or security interest holders are collectively referred to herein as the "**Mortgagees**"), and such Mortgagees shall have the right, but not the obligation, to assume Lessee's rights and obligations under this Agreement. In such event, Lessor shall execute such consent to leasehold financing as may reasonably be required by Mortgagees. Lessor agrees to notify Lessee and Lessee's Mortgagees simultaneously of any default by Lessee and to give Mortgagees the same right to cure any default as Lessee, except that the cure period for any Mortgagees shall not be less than thirty (30) calendar days after receipt of the default notice, as provided in Section 15 above. All such notices to Mortgagees shall be sent to Mortgagees at the address specified by Lessee. Failure by Lessor to give Mortgagees such notice shall not diminish Lessor's rights against Lessee, but shall preserve all rights of Mortgagees to cure any default as provided in Section 15 above.

23. **Condemnation.** In the event of condemnation of some or all of the Demised Premises, Lessor and Lessee shall each be entitled to pursue their own separate awards with respect to such taking, as their respective interests appear. Sale of all or part of the Property to a purchaser with the power of eminent domain in the face of the exercise of the power shall be treated as a taking by condemnation for purposes of this Agreement.

24. **Notices.** All notices, demands, requests, consents, approvals and other instruments required or permitted to be given pursuant to this Agreement shall be in writing, signed by the notifying Party, or officer, agent or attorney of the notifying Party, and shall be deemed to have been effective upon delivery if served personally, including but not limited to delivery by messenger, overnight courier service or by overnight express mail, or on the third (3rd) business day after posting if sent by registered or certified mail, postage prepaid, return receipt requested, and addressed as follows:

To Lessor:	City of Coconut Creek 4800 West Copans Road Coconut Creek, FL 33063 Attn: City Manager
To Lessee:	Florida Power & Light Company 700 Universe Boulevard, CEA/JB Juno Beach, Florida 33408 Attn: Vice President of Corporate Real Estate
With copy to:	Florida Power & Light Company 700 Universe Boulevard, LAW/JB Juno Beach, Florida 33408 Attn: General Counsel

The address to which any notice, demand, or other writing may be delivered to any Party as above provided may be changed by written notice given by such Party.

25. **Memorandum of Lease.** It is specifically understood and agreed by both Parties hereto that a Memorandum of Lease (“**Memorandum**”) in substantially the form of the attached **Exhibit E** will be executed by the Parties and recorded in the Public Records of the county in which the Demised Premises is located, indexed in the land records of that office in the names of both Parties hereto and will be a matter of public record. Upon completion of the installation of the Equipment by Lessee, Lessee shall provide Lessor with an “as-built” survey of the Equipment installed on the Demised Premises which shall serve as a replacement to the exhibit attached to the Memorandum, and Lessor hereby authorizes Lessee to execute and record an amendment to the Memorandum without the Lessor’s signature effectuating such change.

26. **Miscellaneous.**

(f) **Entire Agreement; Modification; Waiver.** All of the representations and obligations of the Parties are contained herein and no modification, waiver or amendment

of this Agreement or of any of its conditions or provisions shall be binding upon a Party unless in writing, signed by that Party or a duly authorized agent of that Party empowered by a written authority signed by that Party. The waiver by either Party of a breach of any provision of this Agreement shall not operate or be construed as a waiver of any subsequent breach of that provision by the same Party, or of any other provision or condition of this Agreement. No waiver shall be implied by delay or any other act or omission of either Party.

(g) **Governing Law; Waiver of Jury Trial.** This Agreement shall be subject to and governed by the laws of the State of Florida, without regard to its conflict of laws principles. The Parties agree that any action or proceeding arising out of or related in any way to this Agreement shall be brought solely in a court of the 17th Judicial Circuit in and for Broward County or the United States District Court for the Southern District of Florida.. EACH OF THE PARTIES HERETO HEREBY KNOWINGLY, VOLUNTARILY, AND INTENTIONALLY WAIVES THE RIGHT EITHER OF THEM MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION BASED HEREON, OR ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS AGREEMENT.

(h) **Attorneys Fees.** In the event of any litigation arising between the parties under this Agreement, the prevailing party shall be entitled to reasonable attorneys' fees and paralegals' fees and court costs at all trial and appellate levels. This paragraph shall survive expiration or termination of this Agreement coextensively with other surviving provisions of this Agreement.

(i) **Severability.** Should any provision of this Agreement be held, in a final and un-appealable decision by a court of competent jurisdiction, to be either invalid, void or unenforceable, the remaining provisions of this Agreement shall remain in full force and effect, and the Parties shall negotiate in good faith to restore insofar as practicable the benefits to each Party that were affected by such ruling.

(j) **Headings and Gender.** All headings in this Agreement are inserted only for convenience and ease of reference and are not to be considered in the construction or interpretation of any provision of this Agreement. In construing this Agreement, the singular shall be held to include the plural, the plural shall include the singular, and the use of any gender shall include every other and all genders.

(k) **Authority.** Each Party represents to the other that it has complete authority to enter into this transaction.

(l) **Counterparts.** This Agreement may be executed in any number of counterparts, each of which, upon execution of a substantively identical counterpart by each Party, shall be deemed an original, but all of which together shall constitute a single instrument. A facsimile or similar electronic transmission of a counterpart signed by a Party hereto shall be regarded as an original signed by such Party for all purposes.

(m) **Binding Effect.** This Agreement shall bind and benefit the Parties and their respective successors and assigns.

(n) **Publicity; Tours.** The Parties acknowledge that each of them has a legitimate business interest in receiving public recognition of their participation in the transaction contemplated by this Agreement. In order to coordinate the timing, tone and content of any publicity, however, each Party agrees that neither of them shall issue any press release or otherwise publicize the existence or the terms of this Agreement without the prior written approval of the other Party, which approval will not be unreasonably withheld or delayed, provided that general advertising that refers to a “partnering” (or other terminology of similar import) of either Party with the other Party for the purposes of any of the transactions contemplated hereby, but does not expressly reference this Agreement or disclose any of the terms hereof, shall not be subject to the provisions of this subsection. No filing that Lessee is required by applicable law to make with any regulatory authority shall, by itself, be deemed to violate the preceding sentence. Lessee shall have the right to give site tours of the Equipment on the Demised Premises for visitors and other interested parties.

(o) **Construction.** This Agreement shall not be construed more strictly against one Party than against the other, merely by virtue of the fact that it may have been prepared by counsel for one of the Parties, it being recognized that both Lessor and Lessee have contributed substantially and materially in the negotiation and preparation of this Agreement, and that 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 interpretation of this Agreement or any exhibits, schedules, addendums or amendments hereto.

(p) **Headings.** All headings in this Agreement are inserted only for convenience and ease of reference and are not to be considered in the construction or interpretation of any provision of this Agreement. In construing this Agreement, the singular shall be held to include the plural, the plural shall include the singular, and the use of any gender shall include every other and all genders.

(q) **Force Majeure.** Lessor and Lessee (except with respect to the payment of any monetary obligation) shall be excused for the period of any delay in the performance of any obligation hereunder when such delay is occasioned by causes beyond its control, including but not limited to work stoppages, boycotts, slowdowns or strikes; shortages of materials, equipment, labor or energy; unusual weather conditions; or acts or omissions of governmental or political bodies.

(r) **Exhibits.** All of the schedules and exhibits attached to this Agreement (or attached from time to time after the Effective Date) are incorporated in, and made a part of, this Agreement.

(s) **Successors and Assigns.** This Agreement shall be binding upon the Parties hereto and their respective successors and assigns.

(t) **Amendments.** This Agreement may not be changed, altered or modified except by an instrument in writing duly signed by both Parties.

(u) **Calculation of Time Periods.** The Effective Date of this Agreement shall be when it has been signed by the last party to sign same and when it has thereupon been

mutually delivered. For purposes of this Agreement, any time period that falls on a Saturday, Sunday or legal holiday under laws of the State in which the Property is located, will be extended to the next business day. The final day of any such period shall be deemed to end at 5:00 p.m., local time where the Property is located.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

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

Witness:

LESSOR:

CITY OF COCONUT CREEK, a Florida municipal corporation

Print Name: _____

By: _____

Print Name: _____

Title: _____



Print Name: _____

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

Witness:

Michelle M. Kahmann

Print Name: Michelle M. Kahmann

Marta Hull

Print Name: Marta Hull

LESSEE:

Florida Power & Light Company,
a Florida corporation

Timothy Oliver

Timothy Oliver,
Vice President of Corporate Real
Estate

STATE OF FLORIDA
COUNTY OF Palm Beach

The foregoing instrument was acknowledged before me this 26th day of Sept., 2017, by Timothy Oliver, Vice President of Corporate Real Estate of FLORIDA POWER AND LIGHT COMPANY, a Florida Corporation. He/She is personally known to me/or has produced _____ (type of identification) as identification and did (did not) take an oath.

Michelle M. Kahmann

Signature of Notary Public



Print, Type, or Stamp Commissioned
Name of Notary Public)

EXHIBIT A

Description of the Property

Legal Description: Tract "B-1" (Park Site) of WINSTON PARK SECTION THREE, according to the plat thereof recorded in Plat Book 147, Page 42, of the Public Records of Broward County, Florida.

EXHIBIT B

Depiction of Demised Premises

Coconut Creek Rec Center North Solar Canopy



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EXHIBIT B-1

Depiction of Construction Laydown Area

Coconut Creek Rec Center North Solar Canopy



EXHIBIT C

Rent

RENT FORMULA

Rent shall be calculated based on the actual capacity of kilowatts of solar power installed by Lessee under this Agreement (“**Capacity**”) multiplied by Twenty-Five and No/100 Dollars (\$25.00) per kilowatt; the resulting Capacity will be utilized for calculating the annual Rent for each year during the Term (or the pro-rated portion thereof in accordance with Section 5 of this Agreement). Lessee shall provide to Lessor, no less than thirty (30) days from the date of commencement of Equipment installation, a specifications sheet to the satisfaction of Lessor for all Equipment used to generate kilowatts of solar power that includes the kilowatt capacity for such Equipment, in order to support the rent calculations.

EXHIBIT D

Wire Transfer Form and Direct Deposit Form

Financial Electronic Data Interchange Agreement



**FINANCIAL ELECTRONIC DATA INTERCHANGE AGREEMENT
[“FEDI Agreement”]**

SECTION A: INFORMATION FOR COMPANIES DOING BUSINESS WITH FPL

- This FEDI Agreement is for purposes of facilitating electronic payments to your Company’s account at a specified Financial Institution (“Bank”) in lieu of payment by check transmitted by U.S. Mail to Company’s address.
- Company must fill in Section B **COMPLETELY**. The signature by your representative authorizes FPL to satisfy payment obligations by initiating funds transfers resulting in a deposit into your specified Bank and account.
- Company is solely responsible for the accuracy and completeness of all information provided in Section B, below, and FPL is authorized and directed to rely on such information. FPL is under no duty to detect any inaccurate, inconsistent or incomplete information provided to FPL by Company in connection with any service or materials provided to FPL. If necessary to give effect to instructions for any service or materials provided to it, FPL may change the information provided to it, including names and account numbers.
- Remittance information will be sent to the Company's Bank in CTX format via an FEDI transaction set 820. How the remittance information is communicated to the Company, as well as any costs associated with this communication, is between the Company and its Bank.
- Payments will be processed by our respective Financial Institutions in accordance with the rules of the National Automated Clearing House Association (NACHA).
- Payments will be made in accordance with the payment terms of applicable contracts.
- Any subsequent changes to the Bank Identification Number (ABA) or Company’s Account Number listed below will require fifteen (15) days’ advance notice and transmittal of a revised FEDI Agreement to your business contact at FPL and/or transmittal by mail to:
 - NextEra Energy
 - Attention: Accounting - Vendor Maintenance
 - P. O. Box 88888
 - North Palm Beach, FL 33408 -or- email to: AP-vendor-maintenance-nextera-energy@nexteraenergy.com

SECTION B: COMPANY INFORMATION & AUTHORIZATION

Company Name: _____

Company Address: _____

Federal Tax ID Number: _____

Company Accounting Contact Person

Name: _____ Title: _____

Phone #: _____ Fax #: _____ Email: _____

Bank Information (Contact Financial Institution to obtain this information)

Bank Name: _____ Branch: _____

City: _____ State: _____

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[ABA...Must be 9
digits]

Company's Account Number: Checking

Savings:

Bank Contact Person:

Phone:

Company Authorization Signature

Authorized By:

Date:

Print Name:

Title:

SECTION C: FOR FPL INTERNAL USE ONLY

Vendor #:

Entered By:

Date:

EXHIBIT E

Form Memorandum of Lease

This Instrument has been prepared by or under the supervision of (and after recording return to):

Seth S. Sheitelman, Esq.
Florida Power & Light Company (LAW/JB)
700 Universe Boulevard
Juno Beach, Florida 33408

MEMORANDUM OF SOLAR LEASE AGREEMENT

This Memorandum of Solar Lease Agreement (“**Memorandum**”) is executed and effective this ____ day of August, 2017 by and between the City of Coconut Creek, a Florida municipal corporation (“**Lessor**”) and Florida Power & Light Company, a Florida corporation (“**Lessee**”).

RECITALS

WHEREAS, on event date herewith, Lessor and Lessee entered into a written Solar Lease and Easement Agreement (“**Agreement**”) related to certain property situated in Broward County, Florida more particularly described in Exhibit A attached hereto and made a part hereof (“**Property**”); and

WHEREAS, Lessor and Lessee desire to provide record notice of the Agreement pursuant to this Memorandum.

AGREEMENT

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Lessor and Lessee hereby give record notice of the following:

1. **Recitals**. The foregoing recitals are true and correct and incorporated herein by reference.

2. **Lease**. In accordance with the terms and conditions of the Agreement, Lessor has leased that certain portion of the Property to Lessee more particularly described in Exhibit B attached hereto and made a part hereof (“**Demised Premises**”) for the purpose of constructing, installing, operating, inspecting, maintaining, repairing, testing, enlarging, modifying, removing, and replacing the solar Equipment (as defined in the Lease), together with a temporary construction laydown area adjacent to the Demised Premises for the placement and storage of materials and equipment as more particularly shown on the attached Exhibit C.

3. **Term.** The term of the Agreement commenced on the effective date of the Agreement and continues for a term ending on the fifteenth (15th) anniversary of the effective date of the Agreement. The Term of this Agreement shall automatically renew for three (3) consecutive five (5) year periods unless either party provides the other with written notice of its intention to terminate this Agreement within thirty (30) days prior to the expiration of the then applicable Term.

4. **Notice.** This Memorandum is being executed by the parties solely to give public notice of the interest of Lessee in the Demised Premises and is not intended to modify, amend or alter in any respect whatsoever, the terms, covenants and agreements contained in the Agreement.

5. **Counterparts.** This Memorandum may be executed in one or more counterparts, each of which is an original, but all of which together shall constitute one and the same instrument.

[Signatures and Acknowledgements Appear on Following Pages]

IN WITNESS WHEREOF, Lessor and Lessee have executed this Memorandum on the date hereinabove written.

Executed in the presence of:

Lessor:

City of Coconut Creek, a Florida municipal corporation

Name: _____

By: _____

Name: _____

Title: _____



Name: _____

ACKNOWLEDGEMENT

STATE OF FLORIDA)
)ss:
COUNTY OF BROWARD)

On this ____ day of August, 2017, before me, the undersigned notary public, personally appeared _____, as _____ of THE City of Coconut Creek, a Florida municipal corporation, personally known to me to be the person who subscribed to the foregoing instrument or who has produced _____, as identification, and acknowledged that he/she executed the same on behalf of said City and that he/she was duly authorized so to do.


IN WITNESS WHEREOF, I hereunto set my hand and official seal.


NOTARY PUBLIC, STATE OF FLORIDA

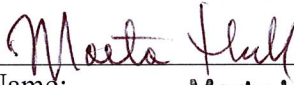
Executed in the presence of:

Lessee:

Florida Power & Light Company,
a Florida corporation


Name: Michelle M. Kahmann

By: 
Name: Timothy Oliver
Title: V.P., Corp. Real Estate


Name: Marta Hull

ACKNOWLEDGEMENT

STATE OF FLORIDA)
)ss:
COUNTY OF PALM BEACH)

On this 20th day of ~~July~~ Sept., 2017, before me, the undersigned notary public, personally appeared Timothy Oliver, as Vice President of Corporate Real Estate of Florida Power & Light Company, a Florida corporation, personally known to me to be the person who subscribed to the foregoing instrument or who has produced _____, as identification, and acknowledged that he executed the same on behalf of said corporation and that he was duly authorized so to do.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.


NOTARY PUBLIC, STATE OF FLORIDA



Exhibit "A"
To Memorandum of Lease

Description of the Property

Legal Description: Tract "B-1" (Park Site) of WINSTON PARK SECTION THREE, according to the plat thereof recorded in Plat Book 147, Page 42, of the Public Records of Broward County, Florida.

Exhibit "B"
To Memorandum of Lease

Depiction of Demised Premises

Coconut Creek Rec Center North Solar Canopy



EXHIBIT B-1

Depiction of Construction Laydown Area

Coconut Creek Rec Center North Solar Canopy



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