

EXHIBIT L-1

Form of Fiber License Agreement

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

THIS FIBER LICENSE AGREEMENT (this "License 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 (the "City"), the School Board of Indian River County, Florida, with an address of 6500 57th St., Vero Beach, FL 32967 (the "School Board"), and Indian River County, a political subdivision of the State of Florida with an address of 1801 27th street, Building A, Vero Beach, FL 32960 (the "County" and together with the School Board and City, the "LICENSOR"), with an address of 1053 20th Place, Vero Beach, Florida and Florida Power & Light Company, a Florida corporation (hereinafter "Licensee"), with a principal office at 700 Universe Boulevard, Juno Beach, Florida 33408. LICENSOR AND LICENSEE may individually be referred to herein as a "Party", and together as the "Parties".

WITNESSETH

WHEREAS, the Parties have entered into an Asset Purchase and Sale Agreement dated as of _____, 2017(the "APA") in connection with Licensee's acquisition of substantially all of the assets of LICENSOR's electric system; and

WHEREAS, the APA requires that the Parties enter into and deliver this Agreement at the Closing, as defined in the APA;

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

ARTICLE I

ADOPTION AND INCORPORATION OF RECITALS

The above recitals are true and correct and by this reference are incorporated herein and made a part of this License Agreement.

ARTICLE II

DEFINITIONS

Each defined term shall have the meaning set forth in this Article II, except that 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:

"Consortium" means the School Board of Indian River County, Indian River County, and LICENSOR, all of which are parties to the Interlocal Agreement.

“Fiber Acceptance Date” means the date that LICENSEE accepts or conditionally accepts the Licensor Fiber Optic Strands as set forth Article VII herein.

“Interlocal Agreement” means the Revised and Restated Joint Fiber Optics Project Interlocal Agreement, made as of May 19, 2015, by and among the School District of Indian River County, Indian River County, and LICENSOR, as such Agreement may be amended or superseded from time to time.

“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 Fiber Optic Strands and Licensor Facilities.

“License Fee” means, as more particularly described in Article IV below, the amount paid by LICENSEE to LICENSOR for the license and privilege of using, directly, certain Licensor Fiber Optic Strands and, indirectly, certain other parts of the Licensor Facilities necessary to LICENSEE’S stated use in Section 4.4 hereof.

“Licensor Facilities” means the fiber optic strands and those facilities owned by LICENSOR, either individually or together with one or both other members of the Consortium, including equipment, 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” means all dark fiber optic strands owned by LICENSOR, either individually or together with one or both other members of the Consortium, and which may or may not be licensed to LICENSEE depending upon the terms of this License Agreement.

“Make-Ready Work” means the work necessary with respect to the Licensor Facilities in order to accommodate the relocations of the Licensor Fiber Optic Strands or the construction of new installations of Licensor Fiber Optic Strands.

“Relocation” means any 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.

“Term” means the initial five-year term of this License Agreement, and any extension term, as described in Article III of this Agreement.

ARTICLE III TERM AND EXTENSION

This License Agreement shall commence on the date of this Agreement and shall continue for an initial term of five (5) years, unless earlier terminated as provided in this Agreement. Unless earlier terminated as provided in this Agreement, LICENSEE, at its sole option, may extend this License Agreement, after the initial term, for up to five (5) successive

five-year terms¹ by providing notice to LICENSOR not less than eighteen (18) months prior to expiration of the initial term or any extension term, as the case may be.

ARTICLE IV
SCOPE OF LICENSE; AND LICENSE FEES

4.1 License of Fibers.

The routes with respect to which the Licensor Fiber Optic Strands are configured will be described in Exhibit A, Route Diagram, which will be included to this License Agreement when the survey of the Licensor Facilities and/or Fiber Optic Strands is complete and accepted by LICENSOR. Notwithstanding anything to the contrary in this License Agreement, LICENSOR and LICENSEE agree that they will work together once the survey is complete and accepted by LICENSOR to resolve any operational issues, which include, but are not limited to, (i) operational repair; (ii) fiber outages; (iii) emergency repairs; and (iv) if reasonably necessary, the right of LICENSEE to perform repair work under the reasonable supervision of LICENSOR. LICENSOR shall provide LICENSEE not less than one hundred twenty (120) days prior notice of any proposed changes in right-of-way configurations that affect, in any material respect, the license granted under this Agreement. All of the Licensor Fiber Optic Strands are, or, to the extent not yet installed, will be, engineered and constructed in substantial compliance with Exhibit B. 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

4.2 Number of Fibers, License Fee and Payment.²

LICENSOR hereby licenses to LICENSEE, and LICENSEE hereby licenses from LICENSOR, exclusive use of certain Licensor Fiber Optic Strands previously used by LICENSOR in the operation of its electric system, which specifically consist of: (a) not less than twenty-four (24) Licensor Fiber Optic Strands previously used by LICENSOR for protection of all existing substations; and (b) not less than twenty (20) Licensor Fiber Optic Strands previously used by LICENSOR 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 Licensor Fiber Optic Strands along routes as set forth in Exhibit A, Route Diagram, at a License Fee of Four and 54/100 Dollars (\$4.54) per Licensor Fiber Optic Strand per mile per month. Notwithstanding anything to the contrary herein: (a) in no event shall the maximum License Fee due and owing to LICENSOR for all Licensor Fiber Optic Strands exceed Twenty-Three Thousand Eight Hundred Forty-seven Dollars (\$23,847.00) per month; and (b) LICENSOR shall reserve not less than two (2) spare Licensor Fiber Optic Strands for LICENSEE's use solely 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 Agreement cause an outage on, or any impairment of, the Licensor Fiber Optic Strands originally licensed to

¹ Note to FPL: Is a 30 year term necessary?

² Note to FPL: Where did the License fee originate?

LICENSEE hereunder. Upon exercising any option to extend this License Agreement as more fully described in Article III above, LICENSEE shall have the right in its reasonable discretion to relinquish its license to any of the Licensor Fiber Optic Strands licensed to LICENSEE hereunder and which constitute the subject matter of this License Agreement, and the License Fee thereafter due and owing shall be reduced proportionately. The License Fee paid hereunder shall be inclusive of all charges, and shall begin on the Fiber Acceptance Date. LICENSEE shall pay the License Fee to LICENSOR for each calendar month within five days after the beginning of such calendar month. Payments for partial calendar months shall be pro-rated accordingly. Any amounts due and not paid in full when due shall be deemed delinquent and shall accrue interest at a rate equal to one percent (1%) per month.

4.3 CPI Adjustment.

The License Fee shall be subject to an annual adjustment. The first adjustment shall occur as of the January 1 that next follows a full year of the initial five-year term. Subsequent adjustments shall occur as of January 1 of each subsequent calendar year during the Term. The adjustment shall be determined in accordance with the percentage change in index known as the "United States Bureau of Labor Statistics Consumer Price Index (CPI) For All Urban Consumers" (the "Index") using the most recent October to October Reports by applying the following formula: (Current monthly License Fee) x (annual percentage increase (October to October) as reported in the most recent Index (or if the Index no longer is published, then as reported in its successor index)). The adjustment for any calendar year shall not exceed five percent (5%). In no event shall the License Fee for any calendar year be less than the License Fee for the immediately preceding calendar year.

4.4 Use.

LICENSEE shall use the Licensor Fiber Optic Strands solely for the protection, control and monitoring of LICENSEE's electric transmission and distribution system that formerly was operated by LICENSOR. 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 that LICENSEE submits a proposal for such sub-licensing and obtains the approval of LICENSOR as more fully described in Section 14 of the Interlocal Agreement. In case of such sub-licensing, LICENSEE shall remain primarily liable to LICENSOR under this License Agreement. In the case of such sub-licensing, LICENSEE shall remain bound by all of its covenants and obligations under this License Agreement, and shall be liable to LICENSOR for violation of its covenants and obligations contained in 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 of its sub-licensees of such outage.

ARTICLE V OWNERSHIP OF EXISTING FIBER OPTIC STRANDS

5.1 Ownership.

The Licensor Fiber Optic Strands and cable, including jacket, structure, attachments and conduits and which constitute the Licensor Facilities along the designated route, shall at all times remain the sole and exclusive property of, and legal title shall be held by, LICENSOR. LICENSEE's license of the Licensor Fiber Optic Strands 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 or the Licensor Fiber Optic Strands.

5.2 LICENSEE's Equipment.

Notwithstanding any contrary provisions of this License Agreement, LICENSEE shall own all of the Licensee Facilities in the exercise of, or associated with, LICENSEE's use under Section 4.4 of this License Agreement.

ARTICLE VI NEW INSTALLATIONS

6.1 Construction.

If, at any point during the Term, replacement of existing Licensor Fiber Optic Strands 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 fiber optic strands, 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 the Licensor Facilities necessary to physically accommodate the given route identified in Exhibit A 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 strands using LICENSOR's specifications and subject to LICENSEE's approval, which shall not be unreasonably withheld or delayed. LICENSOR and LICENSEE shall each 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.

6.2 Connections.

In the event of a new installation of fiber optic cable, LICENSOR shall install Splices as agreed to by the Parties at specified locations along the routes. LICENSOR shall be responsible for its network electronics, fiber Splices, and the Licensor Facilities. LICENSEE shall be responsible for its network electronics, fiber Splices and Licensee Facilities.

6.3 Specifications and Documentation.

All permits required for LICENSOR's construction of new installations are the responsibility of LICENSOR. LICENSOR shall provide to LICENSEE as-built drawings on the newly-installed route, and relocation of any routes shall be documented on the as-built drawings and made part of this License Agreement. The newly-installed fiber optic strands shall be in substantial compliance with the performance standards and criteria set forth in Exhibit B. LICENSOR and LICENSEE may be present, observe and participate in the analysis and testing

of the fiber optic strands. Acceptance of newly-installed fiber optic strands shall be undertaken and shall be subject to the provisions of Article VII herein.

ARTICLE VII
ACCEPTANCE

7.1 Acceptance of Licensor Fiber Optic Strands.

Upon completion of construction of the newly-installed replacement fiber optic strands, if any, and any LICENSEE Make-Ready Work, LICENSOR shall test the Licensor Fiber Optic Strands to insure that the new fiber optic strands meet or exceed the Licensor Fiber Optic Strand specifications outlined in Exhibit B. In the event the new fiber optic strands meet such specifications, LICENSOR shall notify LICENSEE in writing of the availability of the fiber optic strands (the "Fiber Notice"). Within five (5) Business Days of LICENSEE receiving the Fiber Notice, LICENSEE shall give LICENSOR notice of any failure of the fiber optic strands to satisfy any acceptance test, or to otherwise meet specifications.

7.2 Corrections.

If LICENSEE gives LICENSOR notice of any failure as described in Section 7.1, LICENSOR shall use its commercially reasonable efforts to correct such failure within five Business 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 new fiber optic strands are in substantial compliance with the performance standards and criteria set forth in Exhibit B.

7.3 Conditional Acceptance.

In the event a failure continues to be identified after the third round of testing pursuant to Section 7.2, LICENSEE may, at its option, conditionally accept the new fiber optic strands. LICENSOR shall have an obligation nonetheless to correct any such deficiencies within sixty (60)days of conditional acceptance.

7.4 Acceptance by Default.

If LICENSEE does not give LICENSOR notice of any such failure within five Business Days of LICENSEE receiving the Fiber Notice, it shall be deemed that LICENSEE has accepted the new fiber optic strands and they shall constitute Licensor Fiber Optic Strands.

7.5 Fiber Acceptance Date.

The date on which LICENSEE has accepted or conditionally accepted the new fiber optic strands will be considered the Fiber Acceptance Date.

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

8.1 Requests of LICENSOR or Third Party.

If relocation of any Licensor Facilities, including any Licensor Fiber Optic Strands licensed to LICENSEE hereunder, is required by LICENSOR or by a third party (e.g., the Department of Transportation) the relocation expenses of the LICENSOR Fiber Optic Strands (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.

8.2 Requests of LICENSEE.

If relocation of any Licensor Facilities, including any Licensor Fiber Optic Strands licensed to LICENSEE hereunder, is required by LICENSEE and is not caused by a third party or LICENSOR, LICENSEE shall pay or reimburse LICENSOR for the total cost of such relocation, including engineering, material, construction and Make-Ready Work.

8.3 Avoidance of Interruptions.

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

8.4 Duty to Maintain.

LICENSOR shall be responsible for the maintenance and restoration of the Licensor Fiber Optic Strands.

8.5 Maintenance of LICENSOR Fiber Optic Strands.

Maintenance and restoration provided by LICENSOR shall be limited to the Licensor Fiber Optic Strands. LICENSOR shall have no obligation to perform maintenance or restoration on any electronics or other equipment not owned by the Consortium or one or more members thereof.

ARTICLE IX
COVENANTS

9.1 LICENSOR Covenants.

9.1.1 Notice of Unscheduled Outage.

In the event of any unscheduled outage, LICENSEE shall notify LICENSOR promptly and LICENSOR shall as soon as reasonably practicable perform an assessment of the outage. Upon completion of such assessment, 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 notification to LICENSEE the nature and cause of the interruption, the extent of the repairs required, and the estimated time to restore, if known.

9.1.3 LICENSOR Restoration of Fiber.

LICENSOR shall use its commercially reasonable efforts to restore the provision of the Licensor Fiber Optic Strands 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, to the extent permitted by the Interlocal Agreement and applicable law. LICENSOR further agrees that it shall use commercially reasonable efforts to dispatch repair technicians to the affected site after LICENSEE's notification of outage to LICENSOR and to use its reasonable efforts to keep the outage to less than four (4) hours from the time notification 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.

9.1.4 Credits.

In the event that an outage exceeds eight (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 for the strands affected (to be considered 1/30th of the then current monthly rate) for each consecutive eight (8) hour outage interval, or fraction thereof, in excess of the initial eight (8) hours. By way of example, an eight (8) hour outage = 1 day credit; an 10 hour outage = 1 day credit; and a 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.

9.2 LICENSEE Covenants.

9.2.1 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 hereunder.

9.2.2 Taxes Franchise Fees.

LICENSEE shall pay, when they become due, any and all taxes, assessments, and governmental charges of any kind whatsoever (whether sales tax, use tax, excise tax or other tax) lawfully levied or assessed and attributable to LICENSOR'S license to LICENSEE hereunder, LICENSEE's use of the Licensor Facilities or the Licensor Fiber Optic Strands licensed to LICENSEE hereunder, or any portion thereof, with regard to the licensing, operation or use of the Licensor Facilities or the Licensor Fiber Optic Strands. LICENSEE shall include with each month's License Fee, and in addition thereto, any and all sales or use tax amounts thereon. 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, for 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 Licensor Fiber Optic Strands licensed to LICENSEE hereunder or any portion thereof. LICENSOR shall be responsible for or pay any taxes, fees, or charges attributable to its ownership of the Licensor Facilities and Licensor Fiber Optic Strands, 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 License Agreement.

ARTICLE X
COMPLIANCE WITH LAWS

10.0 By 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 License Agreement from Federal, State, County, City and other regional or local authorities, to construct, maintain, operate and use LICENSOR'S Facilities.

10.1 By LICENSEE.

LICENSEE shall have and maintain in effect at all times, all necessary franchises, consents, permits and authorizations applicable to this License Agreement from Federal, State, county, City and other regional or local authorities.

10.2 All Applicable Laws.

LICENSEE and LICENSOR each shall comply with all applicable federal, state and local laws and regulations, including those of the Federal Communications Commission and the Florida Public Service Commission.

ARTICLE XI
NO CONSEQUENTIAL
DAMAGES

Notwithstanding any other provisions of this License Agreement, and irrespective of any fault or negligence or gross negligence, no Party shall be liable to the other for any indirect, incidental, consequential exemplary, punitive or special damages (including 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 Party (and its 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 License Agreement.

ARTICLE XII
NO THIRD PARTY BENEFICIARIES

This License 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.

ARTICLE XIII
INDEMNITY, HOLD HARMLESS

13.1 LICENSEE Indemnity of LICENSOR.

LICENSEE shall indemnify, hold harmless and defend LICENSOR and their respective governing body members, directors, officers, employees and agents against any claim, action, loss, damage, injury liability, cost or expense, including, without limitation, reasonable attorneys' fees and court costs, arising out of injury to persons, including, without limitation, death or damage to property, caused by the negligence of LICENSEE, or its directors, officers, employees or agents, in connection with this License Agreement or any breach of this License Agreement by LICENSEE or its officers, employees or agents.

13.2 LICENSOR Indemnity of LICENSEE.

Subject to the limitations of section 768.28, Florida Statutes and subsequent amendments thereto, LICENSOR shall indemnify, defend and hold harmless LICENSEE, its affiliates, and respective directors, officers, employees and agents against any claim, action, loss, damage, injury, liability, cost or expense, including, without limitation, reasonable attorneys' fees and court costs, arising out of injury to persons, including, without limitation, death or damage to property, caused by the negligence of LICENSOR, its directors, officers, employees or agents in connection with this License Agreement.

13.3 Additional Remedies.

The remedies in this Article XIII shall be in addition to any other remedy available under this License Agreement, or at law or equity, and shall survive the termination or expiration of this License Agreement, with respect to any circumstance or event occurring before such termination; *provided however*, under no circumstances shall LICENSOR be liable for damages of any kind or 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 or with respect to this License Agreement. This Section 13.3 shall not be deemed a waiver of the liability limitations of section 768.28, Florida Statutes.

ARTICLE XIV
INSURANCE

14.1 LICENSOR understands that LICENSEE self-insures, and that LICENSEE has provided LICENSOR with a letter of such self-insurance. In the event that LICENSEE ceases to self-insure, then, during the Term:

(a) LICENSEE shall procure and maintain, at LICENSEE's sole cost and expense, commercial general liability insurance providing coverage which protects LICENSEE and LICENSOR from and against any and all claims and liabilities for bodily injury, death and property damage arising from operations, premises liability, and fire with respect to the Substation. Such insurance shall provide minimum coverage of \$1,000,000.00 per occurrence and \$2,000,000.00 aggregate. LICENSEE shall be and remain liable for and pay all deductibles and other amounts not covered, paid or reimbursed under the insurance policies.

(b) LICENSEE shall procure and maintain, at LICENSEE's sole cost and expense, workers' compensation insurance and employers' liability insurance with coverage amounts with

a limit of (i) One Million Dollars (\$1,000,000) for bodily injury per accident, (ii) One Million Dollars (\$1,000,000) for bodily injury by disease per policy and (iii) One Million Dollars (\$1,000,000) for bodily injury by disease per employee .

(c) The certificates of insurance required herein for commercial general liability insurance, including, without limitation, all renewals, shall include LICENSOR as an additional insured, and provide for at least thirty (30) days advance notice to LICENSOR by the insurer prior to any non-renewal or cancellation. LICENSEE shall provide LICENSOR with a copy of certificates of insurance stating that the coverage as required herein is in full force and effect no later than the date of this Agreement. LICENSEE shall cause certificates of insurance or self-insured letter in conformance with the requirements hereof to be promptly provided to LICENSOR for each subsequent policy renewal.

(d) LICENSEE's insurance in all instances shall be primary and any insurance that may be maintained by LICENSOR shall be in excess of and shall not contribute with LICENSEE's insurance. All insurance policies shall be issued by a company or companies licensed to do business in the State of Florida.

(e) LICENSEE understands and acknowledges that the responsibility and obligation to provide and maintain insurance in the forms, types and coverages required herein are solely LICENSEE's responsibilities and obligations which continue during the Term.

(f) In the event that LICENSEE fails for any reason to procure or maintain insurance in the forms, types or coverages required and to name the LICENSOR as an additional insured on the certificates of insurance, LICENSEE shall cure such material breach within fifteen (15) calendar days after LICENSEE is given notice of such breach. Should LICENSEE fail to cure the breach within such period or such other time as may be agreed to by the Parties in writing, LICENSOR in LICENSOR's sole discretion may, but is not obligated to, secure replacement insurance coverage at LICENSEE's sole expense. Should LICENSOR elect to secure replacement insurance, LICENSEE shall thereafter reimburse LICENSOR within fifteen (15) calendar days of LICENSOR's providing to LICENSEE an invoice for the costs and premiums incurred by LICENSOR for the replacement insurance coverage, plus an administrative charge of ten percent (10%) or \$250.00, whichever is greater. LICENSEE shall continue to be responsible for the payment of all deductibles applicable to the insurance policies and all losses incurred with respect to any lapse in coverage. Should LICENSEE subsequently obtain the required insurance, LICENSEE shall remain responsible for and reimburse LICENSOR for all costs and expenses to LICENSOR for the insurance premiums incurred by LICENSOR and the administrative charges set forth in this Section 14.1(f).

(g) LICENSEE's obligations under this Article XIV shall survive the termination or expiration of this License Agreement.

ARTICLE XV TERMINATION

15.1 Termination.

Except as may be provided elsewhere in this License Agreement, this License Agreement may be terminated prior to expiration of the Term as set forth in this Article XV:

15.2 By LICENSEE.

LICENSEE may terminate this License Agreement as follows:

15.2.1 Upon 60 days' Notice.

LICENSEE may terminate this License Agreement at any time after the initial five-year term, as described in Article III, with or without cause, upon providing LICENSOR with not less than sixty (60) days' notice. After five (5) days' prior notice to LICENSEE and upon the sixtieth (60th) day after notice of termination is given by LICENSEE under this Section, LICENSOR, at the sole discretion of LICENSOR, may disconnect the Licensor Fiber Optic Strands licensed to LICENSEE under this License 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.

15.2.2 If LICENSEE as Telecommunications Company.

By entering into this License Agreement, LICENSEE does not intend to, and shall not, be classified as a telecommunications company, telecommunications carrier, telecommunications service or any other telecommunications entity, or 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 License Agreement can be amended to remove that classification. If this License Agreement cannot be so amended or if there is no agreement as to such amendment, then LICENSEE may terminate this License Agreement immediately upon agency or court order approving such termination, or, at the sole discretion of LICENSEE, after five (5) days' prior notice to LICENSOR. If the proceeding described in this Section has been pending for not less than sixty (60) days. Upon such termination, LICENSOR may disconnect the Licensor Fiber Optic Strands licensed to LICENSEE under this License Agreement as provided in Section 15.2.1 above.

15.3 By LICENSOR.

LICENSOR may terminate this License Agreement as follows:

15.3.1 Default of LICENSEE.

Upon a default by LICENSEE under this Agreement including, without limitation, a payment default, LICENSOR shall be entitled to terminate this Agreement, by giving notice of termination to LICENSEE, if LICENSOR has previously given LICENSEE notice of such default and LICENSEE has not cured such default within thirty (30) days after notice of such default was given.

If LICENSOR terminates this License Agreement under this Section 15.3.1, LICENSOR shall have the right to disconnect the Licensor Fiber Optic Strands licensed to LICENSEE under this License Agreement without recourse to LICENSOR by LICENSEE. Furthermore LICENSOR shall not be liable to LICENSEE or LICENSEE's sub-licensees as a result of such disconnection.

15.3.2 If LICENSOR is Found to be a Telecommunications Company. By entering into this License Agreement, LICENSOR does not intend to, and shall not, be classified as a telecommunications company, telecommunications carrier, telecommunications service or any other telecommunications entity, or 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 this License Agreement can be amended to remove that classification. If this License Agreement cannot be so amended or if there is no Agreement as to such amendment, then LICENSOR may terminate this License Agreement immediately upon agency or court order approving such termination, or at the sole discretion of LICENSOR, after five (5) days' prior notice to LICENSEE if the proceeding described in this Section has been pending for not less than sixty (60) days. Notwithstanding the preceding provisions of this Section 15.3.2, if LICENSOR becomes certified by the Florida Public Service Commission as a telecommunication company, this License Agreement shall remain in full force and effect.

ARTICLE XVI
RESTRICTIONS AGAINST TRANSFER

No Party shall sell, assign, transfer, or otherwise alienate or dispose of this License Agreement or the privileges hereby granted, without the prior written consent of the other Party, which consent shall not be unreasonably withheld or delayed.

ARTICLE XVII
FAILURE TO ENFORCE PROVISIONS IS 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

In the event that any provision of this License 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. The remaining provisions of this License

Agreement 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

Except as otherwise expressly provided herein, no Party shall be liable for any failure or delay in the performance of its obligations under this License Agreement due to causes not reasonably within its control, including, without limitation, acts of courts and regulatory agencies, superior governmental authority, acts of God, war, riot or insurrection, inability to obtain required construction permits, blockages, embargoes, sabotages, terrorism, 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 any of such causes, upon notice of such force majeure being given to the other Party, 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 License Agreement forthwith, in whole or in part, by notice thereof to the other.

ARTICLE XX
NOTICE

Except for notifications 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 License 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

To LICENSEE: Florida Power & Light Company
Attn: General Counsel
700 Universe Boulevard
Juno Beach, Florida 33408

To City: City Manager
City of Vero Beach

1053 20th place
Vero Beach, Florida 32960

With a Copy to:

Carlton Fields P.O. Box 3239,
Tampa, Florida 33601

Attention: Nathaniel L. Doliner, Attorney at
Law

(if by mail)

or

4221 West Boy Scout Boulevard
Tampa, FL 33607

Attention: Nathaniel L. Doliner, Attorney at
Law

(if by other than mail)

To County:

Indian River County
1801 27th Street, Building A,
Vero Beach, FL, 32960
Attention: County Administrator

With a required copy to:

Indian River County
1801 27th Street, Building A,
Vero Beach, FL, 32960
Attention: County Attorney

To School Board:

School Board of Indian River County
6500 57th St.
Vero Beach FL 32967
Attention: Superintendent of Schools

With a required copy to:

Suzanne D. Agresta, Attorney at Law
111 N. Orange Avenue, Suite 2000
Orlando, FL 32801

ARTICLE XXI
CHOICE OF LAW; VENUE; NO JURY TRIAL

21.1 This Agreement shall be governed by and construed in accordance with the laws of the State of Florida (without giving effect to conflict of law principles) as to all matters, including matters of validity, construction, effect, performance and remedies.

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

21.3 EACH OF THE PARTIES HERETO IRREVOCABLY WAIVES ITS RIGHT TO A JURY TRIAL WITH RESPECT TO ANY ACTION OR CLAIM ARISING OUT OF ANY DISPUTE IN CONNECTION WITH THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY. THIS PROVISION IS A MATERIAL INDUCEMENT FOR THE PARTIES HERETO TO ENTER INTO THIS AGREEMENT, AND SHALL SURVIVE THE CLOSING OR TERMINATION OF THIS AGREEMENT.

ARTICLE XXII
ENTIRE AGREEMENT; AMENDMENTS

This License Agreement constitutes the entire Agreement between the Parties and supersedes all prior agreements, 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 License Agreement may be changed or amended except by written agreement signed by both Parties.

ARTICLE XXIII
PARTIES BOUND

This License Agreement shall be binding upon the Parties hereto and their respective successors and permitted assigns.

ARTICLE XXIV
CONSTRUCTION OF AGREEMENT

24.1. Ambiguities Not To Be Resolved Against Drafting Party.

Each Party and its counsel have reviewed this License 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 Captions.

The captions are inserted for convenience of reference only and shall have no effect on the construction or interpretation of this License Agreement.

25.3 Usage.

Unless the context otherwise requires, the word “including” shall mean “including, without limitation.” The fact that in certain instances in this Agreement, the phrase “including, without limitation” appears shall not affect the interpretation of the preceding sentence.

The terms “hereof”, “hereunder” and “herein” shall refer to this License Agreement as a whole.

[Signature Pages Follow]

City of Vero Beach, Florida Execution Page

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:

LICENSOR: CITY OF VERO BEACH

Sign: _____

Sign: _____

Print: _____

Print: _____

Title: _____

Title: _____

Approved as to form
and legal sufficiency

Approved as conforming to
municipal policy:

City Attorney

City Manager

[SEAL]

ADMINISTRATIVE REVIEW

(For Internal Use Only—Sec. 2-77 COVB Code)

Approved as to form and legal sufficiency:
policy:

Approved as conforming to municipal
policy:

Wayne R. Coment
City Attorney

James R. O'Connor
City Manager

Approved as to technical requirements:
requirements:

Approved as to technical
requirements:

Ted Fletcher
Director of Electric Utility Operations

Cynthia D. Lawson
Director of Finance

Approved as to technical requirements:

Timothy J. McGarry
Director of Planning and Development

[Signature Page to Dark Fiber License Agreement]

Indian River County Execution Page

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:

INDIAN RIVER COUNTY,
a political subdivision of the State of Florida

By: _____

[SEAL]

School Board of Indian River County, Florida Execution Page

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:

**SCHOOL BOARD OF INDIAN RIVER
COUNTY FLORIDA**

By: _____

[SEAL]

ATTEST:

Sign: _____

Print: _____

Title: Secretary

LICENSEE

Sign: _____

Print: _____

Title: President

EXHIBIT "A"
ROUTE DIAGRAM

[PLEASE INSERT]

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-uniformities) 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 SECTION	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

Notifications to FPL:

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

[PLEASE PROVIDE.]

Notifications to Vero Beach:

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

[PLEASE PROVIDE.]

Notifications to Indian River County:

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

Public Works Director
1801 27th Street, Building A
Vero Beach, FL 32960
772-226-1379
772-226-1234

Notifications to the School Board of Indian River County:

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

[PLEASE PROVIDE.]

EXHIBIT "D"

SAMPLE NOTICE OF ACCEPTANCE

Date:

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]