

**NASA JOHN F. KENNEDY SPACE CENTER**

**ENHANCED USE LEASE**

This Enhanced Use Lease (the “**Lease**”) is made as of the date set forth below by the signatories, by and between the NATIONAL AERONAUTICS AND SPACE ADMINISTRATION, an Agency of the United States, John F. Kennedy Space Center, Florida, as the lessor (hereinafter “**NASA-KSC**”), and Florida Power & Light Company, a corporation organized and existing under the laws of the State of Florida, as the lessee (hereinafter “**FPL**”). This Lease is made under the authority of section 315 of the National Aeronautics and Space Act of 1958, as amended (42 U.S.C. §2459j) with reference to the following facts:

**R E C I T A L S**

A. NASA-KSC is committed to using its real property assets to efficiently support the nation’s space exploration activities and enable the greatest public benefit from the application of NASA-KSC technology and resources acquired pursuant to its mission.

B. As the nation’s primary space launch facility for human and robotic space exploration missions, NASA-KSC is a significant Federal consumer of electric power and, pursuant to 42 U.S.C. §8251, *as amended*, and Executive Order 13423, NASA-KSC is committed to expanding the use of renewable energy within its facilities by implementing renewable energy projects and by purchasing electricity from renewable energy sources that will reduce emissions contributing to air pollution and global climate change.

C. FPL, serving as Florida’s largest electric utility provider and the sole supplier of electric power to NASA-KSC, is committed to increasing the contribution of renewable energy to Florida’s electric power supply by developing new generating capacity utilizing renewable energy sources such as solar, wind, and biomass.

D. In furtherance of their respective missions and energy objectives, NASA-KSC and FPL (hereinafter referred to jointly as “the **Parties**”) entered into a Memorandum of Understanding (“**MOU**”) on December 13, 2007 to collaborate in determining the technical and financial feasibility of developing renewable energy projects using the land and/or facilities available at NASA-KSC.

E. FPL, pursuant to the MOU, has proposed to develop a major photovoltaic power generation facility (“**FPL PV Facility**”) on vacant land owned by NASA-KSC in a phased development plan that will harness solar power to generate up to 15 MW of

electricity using the intellectual capacity of NASA-KSC and commercial technology originally developed by NASA-KSC as a power source for the International Space Station, other earth-orbiting satellites, and spacecraft involved in planetary exploration.

F. Accordingly, the Parties have agreed to enter into this Lease for the leased Property defined in section 1.3 below, in accordance with the terms and conditions set forth herein, for the purpose of developing and operating a PV facility to generate renewable energy for use and distribution by both FPL and NASA-KSC. The Parties acknowledge and agree that the leased Property is not being provided to FPL as government furnished property under any contract or subcontract, and FPL agrees that it shall not charge or submit for payment any consideration provided pursuant to this Lease as a direct cost or charge under any such contract or subcontract.

NOW, THEREFORE, NASA-KSC and FPL agree as follows:

### **ARTICLE 1 PROPERTY**

1.1 Lease of Property: FPL PV Facility Phase 1. NASA-KSC hereby leases to FPL, and FPL hereby leases from NASA-KSC, for the term set forth in section 2.1, and subject to the covenants hereinafter set forth, the property located on John F. Kennedy Space Center designated as FPL PV Facility Phase 1 encompassing 60 acres, more or less, as legally described on the survey map attached hereto as Exhibit A (“Phase 1”).

1.2 Option to Lease Property: FPL PV Facility Phase 2. NASA-KSC hereby grants to FPL, an option to lease, for the term set forth in section 2.1, and subject to the mutual agreement of the parties and the covenants hereinafter set forth, the property located on John F. Kennedy Space Center designated as FPL PV Facility Phase 2 encompassing 48 acres, more or less, as legally described on the survey map attached hereto as Exhibit A (“Phase 2”), provided that the effective date of FPL’s leasehold interest therein and obligations hereinafter set forth shall commence on a date determined by mutual agreement of the parties, but not later than August 1, 2020, and, provided further, that FPL will provide to NASA-KSC written notice of its intent to exercise said option at least sixty (60) days prior to the exercise thereof. At FPL’s request, and at NASA-KSC’s sole discretion, additional acreage may be included in Phase 2 beyond that described in Exhibit A contingent upon the completion of additional environmental analysis as may be required by NASA-KSC. The parties agree that of the 48 acres presently encompassing Phase 2, a total of up to 8 acres will be unsuitable or unavailable for FPL use, and will not be included in determination of consideration due to NASA for Phase 2. Phase 1 and Phase 2 together shall be referred to as the “**Phases**” and, individually, each a “**Phase**”. This option is contingent upon FPL providing, and NASA-KSC accepting, the proposed consideration for the Phase 2 acreage. The parties intend that the consideration for Phase 2 will be a to-be-negotiated expansion of the NASA PV facility. However, NASA-KSC, at its sole discretion, reserves the right to receive monetary consideration in lieu of non-monetary consideration for the Phase 2 acreage.

1.3 Property Disposition. The property described in Exhibit A (hereinafter the “**leased Property**”) consists of vacant, undeveloped land with no existent utility or other municipal services. FPL acknowledges that it has inspected the leased Property, or has had the leased Property inspected by consultants retained by FPL, and has found it acceptable for the Permitted Use (as defined in section 4.1). FPL accepts the leased Property “AS IS,” and acknowledges that NASA-KSC has made no covenant, representation, or warranty of any kind, express or implied, with regard to the suitability of leased Property for the Permitted Use, and that NASA-KSC has no duty to make any improvements to the leased Property.

## ARTICLE 2 TERM

2.1 Term of Lease. The term of this Lease for Phase 1 shall be for a period of thirty (30) years, commencing on August 1, 2008 (the “**Phase 1 Commencement Date**”) and, unless sooner terminated as hereinafter provided, expiring on July 31, 2038. The term of this Lease for Phase 2 shall commence on the date as set forth in the option notice as provided in section 1.2 (the “**Phase 2 Commencement Date**”) and, unless sooner terminated as hereinafter provided, expire thirty (30) years thereafter. The Phase 1 Commencement Date and Phase 2 Commencement Date shall generically for each Phase be referred to as the “**Commencement Date**”.

### 2.2 Modification of Term of Lease for Technology Upgrade.

(a) During the basic term of this Lease, the Parties may desire to upgrade the FPL Facility and NASA PV Facility (as defined in Section 3.2) to incorporate new technology that will increase electric power production and/or improve cost effectiveness. Upon mutual agreement of the parties, the term of this Lease may be extended by up to twenty (20) years, with corresponding modification to consideration, to accommodate the installation and amortization of any such upgrade.

(b) In the event that FPL is unable to use the leased Property due to any of the following: (i) FPL is denied any permits necessary to construct and operate the FPL PV-Facility and/or NASA PV-Facility; (ii) fire, natural disaster or other casualty; (iii) hostile acts, warfare, or major accidents; (iv) condemnation for a public or quasi-public use under any statute or by right of eminent domain or private purchase in lieu thereof by any competent authority; then FPL shall have the right to terminate the Lease within thirty (30) days after providing NASA-KSC with written notice. FPL shall also have the right to terminate the Lease within thirty (30) days after providing NASA-KSC with written notice in the event that there is a change in law or applicable regulation and action or inaction by any federal, state or local legislative, executive, administrative judicial agency or body which invalidates any government incentive that FPL is to receive for operating a photovoltaic power generation facility. Except for any obligations that specifically survive

the termination of the Lease as set forth herein, both FPL and NASA-KSC shall be released of any and all liability and obligations specified in the Lease as of the termination date.

2.3 Possession. NASA-KSC shall deliver possession of the leased Property to FPL for each the Phases described upon the Commencement Date for the particular Phase, and FPL shall not use or occupy the leased Property until such delivery.

2.4 Expiration of the Term: Upon expiration of the term, or upon other termination as provided under this Lease, FPL shall immediately cease all power generation operations at the FPL PV Facilities located on the leased Property. Within one hundred eighty (180) days after the expiration, FPL shall remove and properly dispose of all improvements made to the leased Property in accordance with Article 11 of this Lease, whereupon FPL shall vacate and surrender the leased Property to NASA-KSC. Surrender of the leased Property shall not be deemed to be a payment in lieu of any consideration that may be due pursuant to this Lease.

### **ARTICLE 3 CONSIDERATION**

3.1 Fair Market Value. NASA-KSC and FPL agree that the Fair Market Value (“FMV”) of the Phase 1 property is \$75,000.00 per acre as of the Phase 1 Commencement Date. Accordingly, the Parties agree that the Fair Market Lease Value of the Leased property is \$7,500 per acre per year, which value shall be escalated at 2.5% per annum commencing in 2010 for the remaining term of the Lease. The Fair Market Lease Value per acre of the leased Property to be conveyed in Phase 2 shall be the same escalated value as that determined for Phase 1.

3.2 Non-Monetary Consideration. FPL shall provide, no later than twelve (12) months from the Commencement Date of each Phase, non-monetary consideration in the form of one (1) separate photovoltaic electric power generation system (the “**NASA PV Facility**”) to be operated and maintained by FPL for the entire term of the Lease, but titled to, and generating electrical power for the exclusive use of, NASA-KSC. The installed capital cost for the design and construction of the NASA PV Facility for Phase 1 shall be \$6,360,000 as set forth in Exhibit E. The cost to operate and maintain the NASA PV Facility, to include capital replacement costs, as well as the costs of operation and maintenance that are typical for a photovoltaic power generation facility, as specified in Article 7 of the Lease and Exhibit D, shall be no less than \$1,200,000 over the thirty (30) year term. as described in Exhibit E. By March 1<sup>st</sup> of each year of the term, FPL shall provide to NASA-KSC an annual accounting of operations and maintenance costs incurred during the preceding calendar year. The NASA PV Facility shall be sited on the NASA-KSC land identified in Exhibit B to this Lease, and shall consist of the buildings, other structures, fixtures and equipment as specified, designed, and constructed in accordance with the requirements of this Lease. As a condition to the commencement of each Phase of this Lease, FPL shall submit for NASA-KSC approval the proposed design and estimated cost of the NASA PV Facility, to include all costs associated with the design, acquisition, construction and installation of the NASA PV Facility, as well as the

projected expenses that FPL will incur to effect the connection to the NASA PV Facility to the NASA-KSC electrical power distribution system. Upon completion of the NASA PV Facility, FPL shall document to the satisfaction of NASA-KSC the consideration value of the NASA PV Facility by submitting to NASA-KSC records of the actual costs and expenses incurred, as well as the projected operating and maintenance expenses.

3.3 Modification of Consideration for Technology Upgrades. In the event the parties desire to upgrade the FPL PV Facility and NASA PV Facility to incorporate new technology that will increase electric power production and/or improve cost effectiveness, the parties may, by mutual agreement, modify the consideration due for any extension in the Lease term.

3.4 Cash Consideration. Provided FPL furnishes satisfactory records of actual and projected costs and expenses for the costs associated with the NASA PV Facility, and provided said records verify that NASA-KSC has received the FMV for the leased Property, there shall be no rent or other cash consideration payable to NASA-KSC for the term of the Phase for which the non-cash consideration is provided. If the amounts expended by FPL to provide non-monetary consideration as defined in this section are less than the FMV as specified, then FPL shall pay in cash to NASA-KSC the difference between the value of the non-cash consideration and the FMV of the leased Property. Any cash consideration due shall be made by check payable to NASA-Kennedy Space Center and forwarded to:

National Aeronautics and Space Administration  
 NASA Shared Service Center (NSSC) – FMD Accounts Receivable  
 Attn : For the Accounts of Kennedy Space Center  
 Building 1111, C Road  
 Stennis Space Center, MS 39529

#### **ARTICLE 4 USE OF LEASED PROPERTY**

4.1 Permitted Use. FPL shall use and occupy the leased Property solely for the construction, operation, and maintenance of a photovoltaic power generation facility for generation of electrical power to serve the public utility grid, and for lawful purposes incidental thereto (the “**Permitted Use**”), the Permitted Use being subject to, and consistent with the following: (i) the NASA-KSC approved Site Development Plan described in Section 5.2 of the Lease and incorporated into this Lease as part of Exhibit A-1 for the FPL PV Facility; (ii) the NASA-KSC approved Site Development Plan described in Section 5.2 of the Lease and incorporated into this Lease as part of Exhibit B-1 for the NASA PV Facility; (iii) the final Environmental Assessment incorporated into this Lease as part of Exhibit C for the leased Property; (iv) an antenna located on approximately one (1) acre of the leased Property that NASA-KSC retains the right to access, operate and maintain; and (v) all other terms and conditions of this Lease.

4.2 Right of Access. NASA-KSC hereby grants FPL a right of access to the leased Property and to other NASA-KSC property as may be required to perform FPL's obligations pursuant to this Lease, subject to applicable security controls requiring access credentials to be issued by NASA-KSC to FPL personnel and contractors. As a secure Federal facility, NASA-KSC specifically reserves the following rights: (a) to control ingress to and egress from the leased Property, (b) to erect and maintain gates, and to regulate or prevent traffic, and (c) restrict access in the event of extraordinary and unpredictable circumstances that could arise from hostile acts, warfare, major accidents, or natural disaster, provided that under such circumstances, access by NASA-badged FPL employees and contractors will be no less than NASA-badged KSC administrative employees. If FPL is restricted from accessing the leased Property due to an event of extraordinary and unpredictable circumstances that could arise from hostile acts, warfare, major accidents, or natural disaster, then FPL's failure to operate and maintain the leased Property during the restricted period shall not be deemed an Event of Default as defined in Section 13.1 of the Lease.

4.3 Right of Entry. NASA-KSC reserves the right to enter the leased Property without prior notification of FPL at any time for reasons it deems in its sole discretion to constitute an emergency requiring immediate response, and at other times for reasons it deems in its sole discretion to be necessary to the protection or administration of its property subject to the prior notification of FPL. Any claim for liability for property damage to, or personal injuries on, the leased Property resulting from NASA-KSC's entry on the leased Property shall be determined pursuant to the Federal Tort Claims Act, 28 U.S.C. 1346, *et seq.*

4.4 Impact from Operations on other NASA-KSC Land. FPL acknowledges and accepts impacts to its operations at the FPL PV Facility that may arise from KSC land management practices on other NASA-KSC land, such as controlled burning and habitat management performed from time to time by the U.S. Fish and Wildlife Service. In the event that NASA-KSC receives notification that there is to be a controlled burn adjacent to the leased Property, then NASA-KSC shall immediately notify FPL so that the controlled burn can be coordinated with FPL. Any claim for liability for property damage to, or personal injuries on, the leased Property resulting from NASA-KSC's land management practices shall be determined pursuant to the Federal Tort Claims Act, 28 U.S.C. 1346, *et seq.*

## **ARTICLE 5 SITE DEVELOPMENT**

5.1 Environmental Condition Report Furnished to FPL. Prior to the Commencement Date of Phase I, NASA-KSC shall, at its own expense, prepare an Environmental Condition Report ("ECR") for the leased Property, to be acknowledged and signed by representatives of NASA-KSC and FPL. The ECR shall set forth those environmental conditions and matters affecting the leased Property known as of the Commencement Date as determined from records of the leased Property and the analysis reflected therein.

5.2 Site Development Plan. FPL shall submit for NASA-KSC approval a Site Development Plan for each Phase, as well as for the NASA PV Facility. Each such Site Development Plan shall be consistent with the previously completed Environmental Assessment, addressing any mitigation required therein, and shall show perimeter controls, access points, internal roadways, structures, storm water retention or drainage, and any other site improvements. FPL shall be responsible for ensuring that its contractors construct the FPL PV Facility and the NASA PV Facility in accordance with the NASA-approved Site Development Plans. Each approved Site Development Plan for each Phase of the FPL PV Facility shall be incorporated into this Lease as part of Exhibit A-1. The approved Site Development Plan for the NASA PV Facility shall be incorporated into this Lease as part of Exhibit B-1. The Environmental Assessment covering all leased Property is incorporated as Exhibit C.

5.3 Site Development Permits. FPL shall obtain from NASA-KSC excavation permits and/or environmental permits as may be required to perform site development and restoration.

5.4 Land Clearing Waste. All waste resulting from land clearing shall be disposed of off NASA-KSC property, or disposed of through the use of appropriate NASA-KSC approved controlled burning techniques.

## **ARTICLE 6 DESIGN & CONSTRUCTION OF FACILITIES**

6.1 FPL PV Facility. FPL shall design and construct the FPL PV Facility and the utility grade interconnection systems in compliance with all applicable local, state and federal laws and regulations, including Chapter 373, Florida Statutes. FPL will provide to NASA-KSC, for information purposes only, copies of all specifications and design drawings, as well as a complete set of as-built drawings for each Phase of the FPL PV Facility completed.

6.2 NASA PV Facility. FPL shall design and construct the NASA PV Facility and the utility grade interconnection systems in compliance with all applicable local, state and federal laws and regulations, including Chapter 373, Florida Statutes. All NASA PV Facility specifications, as well as design drawings at the 45 and 90 percent level of completion shall be submitted to NASA-KSC for approval. NASA-KSC shall be furnished a copy of the final 100% design drawings. In the event that NASA-KSC does not approve or disapprove such specifications within five (5) business days after receipt, then the specifications shall be deemed to be approved. In the event that NASA-KSC requires additional equipment or design changes that exceed the requirements or capabilities of the equipment and design installed in the FPL PV Facility, and are not otherwise required to correct a material adverse impact to NASA-KSC property or distribution facilities, NASA-KSC will be responsible to provide any engineering, supply, delivery, installation, construction, and testing of such equipment or design.

Upon completion of the NASA PV Facility, FPL shall provide to NASA-KSC all final specifications, as well as a complete set of as-built drawings.

6.3 Davis Bacon Act Compliance. If the scope of work to be performed by FPL for the NASA PV Facility is determined to be subject to the requirements of Davis-Bacon, FPL and its contractor(s) shall comply with all wage determinations and other applicable provisions.

6.4 Warranties. FPL and its contractors shall take all steps necessary to ensure that NASA enjoys the benefits of all manufacturer's warranties of PV system equipment and installation, for any system or portion of system that is constructed for the benefit of NASA, however titled.

6.5 Final Completion. After FPL completes the construction of the NASA PV Facility, it shall notify NASA-KSC in writing of such completion. NASA-KSC shall inspect the NASA PV Facility within ten (10) business days of receiving such notice and give FPL written notice specifying any details of construction or mechanical adjustment which remain to be performed by FPL; and except for the details contained in such written notice from NASA-KSC, all obligations of FPL in regard to the construction of the NASA PV Facility shall be deemed to have been satisfied. With prior notice to NASA-KSC, FPL shall have the right to enter the NASA PV Facility to complete any such unfinished details. Final completion of the NASA PV Facility will be documented in writing by the NASA-KSC Director of Center Operations.

## **ARTICLE 7 OPERATION, MAINTENANCE, & REPAIR**

7.1 General Requirements. FPL, at its own expense, shall maintain and operate the FPL PV Facility and the NASA PV Facility throughout the term of this Lease. FPL shall perform preventive maintenance in accordance with the manufacturer of the FPL PV Facility and NASA PV Facility recommended maintenance schedule, as well as and any greater standards of care and maintenance that may be required for public utility systems. FPL shall perform corrective maintenance or repairs, at its own expense, as required to keep the FPL PV Facility and NASA PV Facility operating at reasonable performance capability. In the event that repairs to the NASA PV Facility are necessary due to fire, natural disaster or other casualty and such repairs do not arise out of the FPL's maintenance and operation of the NASA PV Facility, then such repairs shall be the responsibility of NASA-KSC.

7.2 Records & Notices. FPL shall maintain records of all preventive and corrective maintenance performed at the NASA PV Facility and shall submit copies of all such records to NASA-KSC on a quarterly basis. If power generation or connection at the NASA PV Facility must be interrupted for any length of time in order to perform preventive or corrective maintenance, FPL will provide notice of such requirement to

NASA-KSC in accordance with the Spaceport Power Switching Memorandum of Understanding dated September 1, 2003 between NASA-KSC and FPL.

## ARTICLE 8 ENVIRONMENTAL COMPLIANCE

8.1 Environmental Definitions. As used in this Lease, “**Hazardous Material**” shall mean any substance that is (a) defined under any Environmental Law (as defined below) as a hazardous substance, hazardous waste, hazardous material, pollutant, or contaminant, (b) a petroleum hydrocarbon, including crude oil or any fraction or mixture thereof, (c) hazardous, toxic, corrosive, flammable, explosive, infectious, radioactive, carcinogenic, or a reproductive toxicant, or (d) otherwise regulated pursuant to any Environmental Law. As used in this Lease, “**Environmental Law**” shall mean all Federal, state and local laws, statutes, ordinances, regulations, rules, judicial and administrative orders and decrees, permits, licenses, approvals, authorizations and similar requirements of all Federal, state and local governmental agencies (including NASA-KSC) or other governmental authorities pertaining to the protection of human health and safety or the environment, now existing or later adopted during the Term. As used in this Lease, “**Lease Activities**” shall mean the lawful activities of FPL that are part of the ordinary course of FPL’s business in accordance with the Permitted Use. As used in this Lease, “**Materials**” shall mean the materials handled, used, or stored by FPL in the ordinary course of conducting Lease Activities.

8.2 Environmental Requirements. FPL hereby agrees that: (a) FPL shall not conduct, or permit to be conducted, on the leased Property any activity which is not a Lease Activity; (b) FPL shall not use, store or otherwise handle, or permit any use, storage, or other handling of, any Hazardous Material on or about or beneath the leased Property unless it is a material handled, used, or stored by FPL in the ordinary course of conducting Lease Activities; (c) all such materials shall be handled, used, or stored by FPL in accordance with applicable Environmental Law; (d) FPL shall obtain and maintain in effect all permits and licenses required pursuant to any Environmental Law for its Lease Activities and shall at all times comply with all applicable Environmental Laws; (e) FPL shall not engage in the storage, treatment, or disposal on or about or beneath the leased Property of any Hazardous Material except for temporary accumulation of Material waste generated in the course of Lease Activities, which accumulation is conducted in accordance with applicable Environmental Law; (f) FPL shall not install any aboveground or underground storage tank or any subsurface lines for the storage or transfer of any Hazardous Material except for the lawful discharge of waste to sanitary sewer; (g) FPL shall not cause or permit to occur any release of any Hazardous Material or any condition of pollution or nuisance on or about or beneath the leased Property, whether affecting surface water or groundwater, air, the land or the subsurface environment; and (h) if any release of a Hazardous Material to the environment, or any condition of pollution or nuisance, occurs on or about or beneath the leased Property as a result of any act or omission of FPL, its agents, employees, contractors, subcontractors, invitees, or licensees, FPL, at its sole cost and expense, shall promptly undertake all remedial measures required to clean up and abate or otherwise

respond to the release, pollution, or nuisance in accordance with all applicable Environmental Laws. After notification to FPL, NASA-KSC and its duly appointed representatives shall have the right, but not the obligation, to enter the leased Property at any reasonable time for the purpose of inspecting the storage, use and handling of any Hazardous Material on the leased Property in order to determine FPL's compliance with the requirements of this Lease and applicable Environmental Laws. If NASA-KSC gives written notice to FPL that FPL's use, storage or handling of any Hazardous Material on the leased Property may not comply with this Lease or applicable Environmental Law, FPL shall correct any such violation within five (5) calendar days, or such other period to which the parties may mutually agree, after FPL's receipt of such notice from NASA-KSC. The liability of FPL under this section of this Lease shall survive the termination of this Lease with respect to acts or omissions that occur before such termination.

## **ARTICLE 9 UTILITIES AND MUNICIPAL SERVICES**

9.1 Fire & Rescue. NASA-KSC shall provide fire and rescue services for the FPL PV Facility located on the leased Property at the John F. Kennedy Space Center. FPL shall be responsible to install and/or obtain, at its own expense, any other utility or municipal service it may require.

## **ARTICLE 10 INDEMNIFICATION AND INSURANCE**

10.1 Damage or Injury. Except as otherwise provided in this Lease, NASA-KSC shall not be liable to FPL, and FPL hereby waives and releases all claims against NASA-KSC, for any damage to or loss or theft of any property or for any bodily or personal injury, illness or death of any person in, on or about the leased Property arising at any time and from any cause whatsoever, unless the same is caused solely by the willful misconduct or gross negligence of NASA-KSC. FPL shall indemnify and defend NASA-KSC against and hold NASA-KSC harmless from all claims, demands, liabilities, damages, losses, costs and expenses, including reasonable attorneys' fees and disbursements, arising from or related to any use or occupancy of the leased Property, or any condition of the leased Property, or any default in the performance of FPL's obligations under this Lease, or any damage to any property (including property of employees and invitees of FPL) or any bodily or personal injury, illness or death of any person (including employees and invitees of FPL) occurring in, on or about the leased Property or any part thereof arising at any time and from any cause whatsoever (unless the same is caused solely by the willful misconduct or gross negligence of NASA-KSC) or occurring in, on or about any part of the leased Property when such damage, bodily or personal injury, illness or death is caused by any act or omission of FPL or its agents, employees, contractors, invitees or licensees. This section of this Lease shall survive the termination of this Lease with respect to any damage, bodily or personal injury, illness or death occurring prior to such termination.

10.2 Insurance Coverages and Amounts. FPL acknowledges that any contractors working at the FPL PV-Facility and NASA PV-Facility shall obtain and keep the following insurance: (a) commercial general liability insurance, including contractual liability, broad form property damage liability, fire legal liability, products and completed operations, and medical payments, with limits not less than two million dollars (\$2,000,000) per occurrence and aggregate, insuring against claims for bodily injury, personal injury and property damage arising from the use, occupancy or maintenance of the leased Property; (b) business auto liability insurance with limits not less than one million dollars (\$1,000,000) per accident covering owned, hired or non-owned vehicles; (c) workers' compensation insurance for all of its employees in statutory limits as required by Florida law; and (d) employers liability insurance which affords not less than five hundred thousand dollars (\$500,000) for each coverage. FPL, at its option, may maintain all risk property insurance for all personal property, trade fixtures and equipment of FPL installed by FPL in the leased Property, and may obtain business income and extra expense coverage. Any assignees or sublessees under this Lease shall also be required to obtain and keep the foregoing insurance with such coverage amounts. Relating to all insurance coverage for the FPL PV-Facility, FPL is self-insured and maintains a comprehensive property and liability insurance program with deductibles of \$2,000,000.00 per occurrence. FPL shall provide NASA-KSC with evidence of such self-insurance prior to the Commencement Date. Relating to commercial general liability insurance coverage for the NASA PV-Facility, NASA-KSC self-insures its own risk of loss from appropriations covering those liabilities for which NASA-KSC has waived its sovereign immunity pursuant to 28 U.S.C. 1346 *et seq.*, or other applicable statute.

10.3 Insurance Requirements. (a) Except as otherwise provided herein, all insurance and all renewals thereof shall be issued by companies with a rating of at least "A-" "VIII" (or its equivalent successor) or better in the current edition of Best's Insurance Reports (or its equivalent successor, or, if there is no equivalent successor rating, otherwise acceptable to NASA-KSC) and be licensed to do and doing business in Florida.

(b) Except as otherwise provided herein, each policy shall be endorsed to provide that the policy shall not be canceled or materially altered without thirty (30) days prior written notice to NASA-KSC and shall remain in effect notwithstanding any such cancellation or alteration until such notice shall have been given to NASA-KSC and such period of thirty (30) days shall have expired.

(c) Except as otherwise provided herein, the commercial general liability and any automobile liability insurance shall be endorsed to name NASA-KSC (and any other parties designated by NASA-KSC) as an additional insured, shall be primary and noncontributing with any insurance which may be carried by NASA-KSC, and shall afford coverage for all claims based on any act, omission, event or condition that occurred or arose (or the onset of which occurred or arose) during the policy period.

(d) In the event that FPL assigns the Lease or sublets the leased Property, then such assignee or sublessee shall deliver certificates of insurance and endorsements, to

NASA-KSC, at least ten (10) days before the transfer date between FPL and the assignee or the sublessee and at least ten (10) days before expiration of each policy. Such documents shall be delivered to the address for certificate holder set forth below. Each certificate of insurance shall list the certificate holder as follows:

National Aeronautics and Space Administration  
 John F. Kennedy Space Center  
 Attn: Office of the Chief Counsel  
 Mail Stop CC  
 Kennedy Space Center, FL 32899

(e) If NASA-KSC at any time believes that the limits or extent of coverage or deductibles with respect to any of the insurance required in this Lease are insufficient, NASA-KSC may determine the proper and reasonable limits and extent of coverage and deductibles for such insurance and such insurance shall thereafter be carried with the limits and extent of coverage and deductibles as so determined until further change pursuant to the provisions of this Lease.

10.4 Subrogation. In the event that FPL assigns the Lease or sublets the leased Property, the assignees or sublessees shall waive, under all policies of insurance now or hereafter carried by the assignees or sublessees insuring or covering the leased Property or any operation thereof, all rights of subrogation which any such insurer may have to any claims of the assignees or sublessees against NASA-KSC. Assignees or sublessees shall procure from each of the insurers under all such policies of insurance a waiver of all rights of subrogation which the insurer might otherwise, if at all, have to any claims of assignees or sublessees against NASA-KSC by obtaining from the insurer the following statement: “The insurer waives any right of subrogation against the United States of America which might arise by reason of any payment made under this policy.”

## **ARTICLE 11 RESTORATION OF THE PROPERTY**

11.1 General requirements. On or before the expiration of this Lease, or upon its earlier termination pursuant to this Lease, all buildings, fixtures, equipment, and any other improvements made by FPL to the leased Property, whether temporary or permanent in character, shall be removed and properly disposed of by FPL, and FPL shall restore the leased Property to a cleared, graded condition, or to a condition satisfactory to NASA-KSC within a reasonable time. Should FPL fail or neglect to remove said property and restore the leased Property within a reasonable time, then, at the option of NASA-KSC the buildings, fixtures, equipment, and any other Improvements made by FPL on the leased Property shall either become the property of the United States without compensation to FPL therefore, or NASA-KSC may cause the buildings, fixtures, equipment, and other improvements made by FPL to be removed at the expense of FPL, and FPL shall have no claim for damages against the United States, its officers or agents, on account of such removal and restoration work. FPL shall pay the United States within thirty (30) days after receiving a copy of any written invoices any reasonable sum which

may be expended by NASA-KSC in accomplishing the restoration of the leased Property pursuant to this section of this Lease.

11.2 Environmental Condition Report Furnished to NASA-KSC. Upon completion of the restoration of the leased Property pursuant to this section, FPL shall prepare, at its own expense, and submit to NASA-KSC an updated ECR, to be acknowledged and signed by representatives of NASA-KSC and FPL. The ECR shall set forth those environmental conditions and matters affecting the leased Property known as of the restoration date, based on all known activities that have occurred at the leased Property as well as information contained in the records of the leased Property and the analysis reflected therein. FPL shall not be obligated to remedy any environmental conditions and matters affecting the leased Property that are not a result of FPL's Lease Activities on the leased Property.

## **ARTICLE 12 ASSIGNMENT OR SUBLEASE**

12.1 Prohibition. Except as otherwise provided herein, FPL shall not, directly or indirectly, without the prior written consent of NASA-KSC (which consent may be not be arbitrarily withheld), assign this Lease or any interest herein or sublease the leased Property or any part thereof, or permit the use or occupancy of the leased Property by any person or entity other than FPL. FPL shall not, directly or indirectly, without the prior written consent of NASA-KSC (which consent may not be arbitrarily withheld), pledge, mortgage or hypothecate this Lease or any interest herein. This Lease shall not, nor shall any interest herein, be assignable as to the interest of FPL involuntarily or by operation of law without the prior written consent of NASA-KSC (which consent may not be arbitrarily withheld or delayed). FPL agrees that the instrument by which any assignment or sublease through which NASA-KSC's consent is accomplished shall expressly provide that the assignee or sublessee will perform all of the covenants to be performed by FPL under this Lease (in the case of a sublease, only insofar as such covenants relate to the portion of the leased Property subject to such sublease) as and when performance is due after the effective date of the assignment or sublease and that NASA-KSC will have the right to enforce such covenants directly against such assignee or sublessee. Any purported assignment or sublease without an instrument containing the foregoing provisions shall be void. FPL shall be permitted to assign the Lease or sublet all or any portion of the leased Property to without the prior written consent of NASA-KSC if the assignee or sublessee's interest in the Lease arises out of the transfer of any of the following: (1) all of FPL's assets; (2) the transfer of FPL's assets incident to a merger or corporate consolidation; (3) a stock purchase by FPL or of FPL by an assignee or sublessee.

12.2 NASA-KSC's Consent or Termination. Except as otherwise provided herein, if FPL wishes to assign this Lease or sublease all or any part of the leased Property, FPL shall give written notice to NASA-KSC identifying the intended assignee or sublessee by name and address and specifying all of the terms of the intended assignment or sublease. FPL shall give NASA-KSC such additional information

concerning the intended assignee or sublessee (including complete financial statements and a business history) or the intended assignment or sublease (including true copies thereof) as NASA-KSC requests. Except as otherwise provided herein, for a period of thirty (30) days after such written notice is given by FPL, NASA-KSC shall have the right, by giving written notice to FPL, to consent in writing to the intended assignment or sublease, unless NASA-KSC determines not to consent.

12.3 Completion. If NASA-KSC consents in writing, FPL may complete the intended assignment or sublease subject to the following covenants: (a) the assignment or sublease shall be on the same terms as set forth in the written notice given by FPL to NASA-KSC, (b) no assignment or sublease shall be valid and no assignee or sublessee shall take possession of the leased Property or any part thereof until an executed duplicate original of such assignment or sublease has been delivered to NASA-KSC, and (c) all “excess rent” (as defined below) derived from such assignment or sublease shall be paid to NASA-KSC. Such excess rent shall be deemed to be, and shall be paid by FPL to NASA-KSC as, additional rent. FPL shall pay such excess rent to NASA-KSC immediately as and when such excess rent becomes due and payable to FPL. As used in this section of this Lease, “**excess rent**” shall mean the amount by which the total money and other economic consideration to be paid by the assignee or sublessee as a result of an assignment or sublease, whether denominated rent or otherwise, exceeds, in the aggregate, the total amount of rent which FPL is obligated to pay to NASA-KSC under this Lease (prorated to reflect the rent allocable to the portion of the Premises subject to such assignment or sublease), less only the reasonable costs paid by FPL for additional improvements installed in the portion of the Premises subject to such assignment or sublease by FPL at FPL’s sole cost and expense for the specific assignee or sublessee in question, without deduction for carrying costs due to vacancy or otherwise. Such costs of additional improvements shall be amortized without interest over the term of such assignment or sublease.

12.4 FPL Not Released. Except as otherwise provided herein, no assignment or sublease shall release FPL from FPL’s obligations and liabilities under this Lease or alter the primary liability of FPL to pay all rent and to perform all obligations to be paid and performed by FPL. In the event that an assignee has a net worth in excess of \$50 million dollars, then FPL shall be released from any obligations and liability under the Lease as of the date of such assignment. No assignment or sublease shall amend or modify this Lease in any respect, and every assignment and sublease shall be subject and subordinate to this Lease. The acceptance of rent by NASA-KSC from any other person or entity shall not be deemed to be a waiver by NASA-KSC of any provision of this Lease. Consent to one assignment or sublease shall not be deemed consent to any subsequent assignment or sublease. FPL shall pay to NASA-KSC all direct costs and shall reimburse NASA-KSC for all expenses incurred by NASA-KSC in connection with any assignment or sublease requested by FPL which shall not exceed five hundred dollars (\$500.00). Except as otherwise provided herein, if any assignee, sublessee or successor of FPL defaults in the performance of any obligation to be performed by FPL under this Lease, NASA-KSC may proceed directly against FPL without the necessity of exhausting remedies against such assignee, sublessee or successor.

**ARTICLE 13 EVENTS OF DEFAULT AND REMEDIES**

13.1 Default by FPL. The occurrence of any one or more of the following events (“**Event of Default**”) shall constitute a breach of this Lease by FPL:

(a) FPL fails to provide the consideration required under this Lease, or other amount of money or charge payable by FPL, and such failure continues for more than sixty (60) days after written notice from NASA-KSC that such consideration becomes due or payable; or

(b) FPL fails to perform or breaches any other agreement or covenant of this Lease to be performed or observed by FPL as and when performance or observance is due and such failure or breach continues for more than thirty (30) days after NASA-KSC gives written notice thereof to FPL; provided, however, that if, by the nature of such agreement or covenant, such failure or breach cannot reasonably be cured within such period of thirty (30) days, an Event of Default shall not exist as long as FPL commences with due diligence and dispatch the curing of such failure or breach within such period of thirty (30) days and, having so commenced, thereafter prosecutes with diligence and dispatch and completes the curing of such failure or breach; or

(c) FPL (i) files, or consents by answer or otherwise to the filing against it of, a petition for relief or reorganization or arrangement or any other petition in bankruptcy or for liquidation or to take advantage of any bankruptcy, insolvency or other debtors’ relief law of any jurisdiction, (ii) makes an assignment for the benefit of its creditors, or (iii) consents to the appointment of a custodian, receiver, trustee or other officer with similar powers of FPL or of any substantial part of FPL’s property; or

(d) Without consent by FPL, a court or government authority enters an order, and such order is not vacated within thirty (30) days, (i) appointing a custodian, receiver, trustee or other officer with similar powers with respect to FPL or with respect to any substantial part of FPL’s property, or (ii) constituting an order for relief or approving a petition for relief or reorganization or arrangement or any other petition in bankruptcy or for liquidation or to take advantage of any bankruptcy, insolvency or other debtors’ relief law of any jurisdiction, or (iii) ordering the dissolution, winding-up or liquidation of FPL; or

(e) This Lease or any estate of FPL hereunder is levied upon under any attachment or execution and such attachment or execution is not vacated within thirty (30) days; or

(f) FPL abandons the Property.

13.2 Termination. If an Event of Default occurs, NASA-KSC shall have the right at any time to give a written termination notice to FPL and, on the date specified in

such notice, FPL's right to possession shall terminate and this Lease shall terminate. Upon such termination, NASA-KSC shall have the full and immediate right to possession of the leased Property and NASA-KSC shall have the right to recover from FPL all amounts of money or charges otherwise due under this Lease, including but not limited to amounts due for restoration of the leased Property. Termination under this Article shall create no liability on the part of NASA-KSC for FPL's capital costs of construction, maintenance, operation, upgrade, or removal of facilities, and such costs shall not be recoverable from NASA-KSC.

13.3 Continuation. If an Event of Default occurs, this Lease shall continue in effect for so long as NASA-KSC does not terminate FPL's right to possession, and NASA-KSC shall have the right to enforce all its rights and remedies under this Lease, including the right to recover the consideration due under this Lease. Acts of maintenance or preservation or efforts to relet the leased Property or the appointment of a receiver upon initiative of NASA-KSC to protect NASA-KSC's interest under this Lease shall not constitute a termination of FPL's right to possession unless written notice of termination is given by NASA-KSC to FPL.

13.4 Remedies Cumulative. Subject to Section 15.5, upon the occurrence of an Event of Default, NASA-KSC shall have the right to exercise and enforce all rights and remedies granted or permitted by law. The remedies provided for in this Lease are cumulative and in addition to all other remedies available to NASA-KSC at law or in equity by statute or otherwise. Exercise by NASA-KSC of any remedy shall not be deemed to be an acceptance of surrender of the leased Property by FPL, either by agreement or by operation of law.

13.5 FPL's Primary Duty. All agreements and covenants to be performed or observed by FPL under this Lease shall be at FPL's sole cost and expense and without any abatement of rent. If FPL fails to pay any sum of money to be paid by FPL or to perform any other act to be performed by FPL under this Lease, NASA-KSC shall have the right, but shall not be obligated, and without waiving or releasing FPL from any obligations of FPL, to make any such payment or to perform any such other act on behalf of FPL in accordance with this Lease. All sums so paid by NASA-KSC and all costs incurred or paid by NASA-KSC shall be deemed additional rent hereunder and FPL shall pay the same to NASA-KSC within thirty (30) days after receipt of written invoices, together with interest on all such sums and costs from the date of expenditure by NASA-KSC to the date of repayment by FPL at the rate of ten percent (10%) per annum.

13.6 Abandoned Property. If FPL abandons the leased Property, or is dispossessed by process of law or otherwise, all alterations, additions, fixtures and improvements made by FPL and left in the leased Property, and all buildings, fixtures, equipment, and other improvements belonging to FPL and left at the leased Property, shall be deemed to be abandoned. NASA-KSC may retain the same, or at the option of NASA-KSC, sell or otherwise dispose of the same in any commercially reasonable manner.

13.7 Default by NASA-KSC. If NASA-KSC defaults under this Lease, FPL shall give written notice to NASA-KSC specifying such default with particularity, and NASA-KSC shall have sixty (60) days after receipt of such notice within which to cure such default. In the event of any default by NASA-KSC, FPL's exclusive remedy shall be an action for damages against NASA-KSC as an agency of the United States.

#### **ARTICLE 14 NOTICES**

14.1 Method. Except as otherwise specifically provided in this Lease, all requests, approvals, consents, notices and other communications under this Lease shall be properly given only if made in writing and either deposited in the United States mail, postage prepaid, certified with return receipt requested, or delivered by hand (which may be through a messenger or recognized delivery, courier or air express service), or sent via facsimile or electronic mail, and addressed to the applicable party as specified in this Lease below (or such other personnel or place as a party may from time to time designate in a written notice to the other party). Such requests, approvals, consents, notices and other communications shall be effective on the date: of receipt (evidenced by the certified mail receipt) if delivered by United States mail; of hand delivery if hand delivered; or of transmission as evidenced by a machine – generated receipt or proof of transmission if sent via facsimile or electronic mail. If any such request, approval, consent, notice or other communication is not received or cannot be delivered due to a change in the address of the receiving party of which notice was not previously given to the sending party or due to a refusal to accept by the receiving party, such request, approval, consent, notice or other communication shall be effective on the date delivery is attempted. Any request, approval, consent, notice or other communication under this Lease may be given on behalf of a party by the attorney for such party.

NASA-KSC: James E. Ball  
Center Development Manager  
John F. Kennedy Space Center, NASA  
Mail Code: TA-E  
Kennedy Space Center, FL 32899  
321-867-2998 (voice)  
321-861-9191 (fax)  
E-mail: [James.E.Ball@nasa.gov](mailto:James.E.Ball@nasa.gov)

FPL: Kathryn S. Salvador  
Florida Power & Light Company  
700 Universe Blvd., EX1/JB  
Juno Beach, FL 33408  
561-691-7054 (voice)  
561-304-5233 (fax)  
E-mail: [Kathy\\_salvador@fpl.com](mailto:Kathy_salvador@fpl.com)

#### 14.2 Close Calls and Mishaps.

(a) For purposes of this Lease, the following terms shall have the following meanings: (i) “**Close Call**” shall mean an occurrence or a condition of employee concern in which there is no injury, or only minor injury requiring first aid, or damage to property or equipment of less than one thousand dollars (\$1000), but which possesses a potential to cause a Mishap (as defined below); and (ii) “**Mishap**” shall mean an unplanned event on or about the leased Property and arising from the acts or omissions of FPL or its employees, agents, contractors or invitees that results in at least one (1) of the following: (1) injury to any person; (2) damage to public or private property (including foreign property); (3) occupational injury or occupational illness to any person; or (4) failure of a NASA mission. FPL shall report all Close Calls or Mishaps to NASA-KSC by telephoning the NASA-KSC Safety Directorate at 321-867-7911 (321-867-SAFE). If emergency response is required due to an injury, fire, release of hazardous materials or serious damage, call 911 (321-867-7911 from a cell phone).

(b) In addition, if a Mishap involves the death of an employee, or the hospitalization for inpatient care of three (3) or more employees, then as soon as possible after the Mishap but in no event more than eight (8) hours after FPL has knowledge of any such Mishap, FPL shall notify both the Occupational Safety and Health Administration (“**OSHA**”) by telephoning the area office nearest the site of the Mishap or OSHA’s toll-free number, 800-321-6742 and the NASA-KSC Safety Directorate at 321-867-7911 (321-867-SAFE)..

(c) NASA-KSC reserves the right, to be exercised in its sole discretion, to investigate any Mishap in accordance with NASA-KSC’s policies and procedures. FPL shall cooperate in any such investigation. If FPL conducts an independent Mishap investigation, FPL shall provide KSC with a copy of the final Mishap report.

### **ARTICLE 15 MISCELLANEOUS**

15.1 General. The words “NASA-KSC” and “FPL” as used herein shall include the plural as well as the singular. If there is more than one FPL, the obligations hereunder imposed upon FPL shall be joint and several. Time is of the essence of this Lease and each and all of its provisions. This Lease shall benefit and bind NASA-KSC and FPL and the permitted personal representatives, heirs, successors and assigns of NASA-KSC and FPL. If any provision of this Lease is determined to be illegal or unenforceable, such determination shall not affect any other provision of this Lease and all such other provisions shall remain in full force and effect. FPL shall not record this Lease or any memorandum or short form of it.

15.2 No Waiver. The waiver by NASA-KSC or FPL of any breach of any covenant in this Lease shall not be deemed to be a waiver of any subsequent breach of the same or any other covenant in this Lease, nor shall any custom or practice which may grow up between NASA-KSC and FPL in the administration of this Lease be construed

to waive or to lessen the right of NASA-KSC or FPL to insist upon the performance by NASA-KSC or FPL in strict accordance with this Lease. The subsequent acceptance of rent hereunder by NASA-KSC or the payment of rent by FPL shall not waive any preceding breach by FPL of any covenant in this Lease, nor cure any Event of Default, nor waive any forfeiture of this Lease or unlawful detainer action.

15.3 Exhibits. The exhibits referred to in this Lease are hereby incorporated and made a part of this Lease.

15.4 Broker(s). FPL warrants and represents to NASA-KSC that FPL has negotiated this Lease directly with NASA-KSC and has not authorized or employed, or acted by implication to authorize or to employ, any other real estate broker to act for FPL in connection with this Lease.

15.5 Damages. NASA-KSC and FPL each hereby expressly, irrevocably, fully and forever releases, waives and relinquishes any and all right to receive punitive, exemplary and consequential damages from the other (or any past, present or future member, trustee, director, officer, employee, agent, representative, or advisor of the other) in any claim, demand, action, suit, proceeding or cause of action in which NASA-KSC and FPL are parties, which in any way (directly or indirectly) arises out of, results from or relates to any of the following, in each case whether now existing or hereafter arising and whether based on contract or tort or any other legal basis: This Lease; any past, present or future act, omission, conduct or activity with respect to this Lease; any transaction, event or occurrence contemplated by this Lease; the performance of any obligation or the exercise of any right under this Lease; or the enforcement of this Lease. NASA-KSC and FPL reserve the right to recover actual damages, with interest, attorneys' fees, costs and expenses as provided in this Lease, for any breach of this Lease.

15.6 Entire Agreement. There are no oral agreements between NASA-KSC and FPL affecting this Lease, and this Lease supersedes and cancels any and all previous negotiations, arrangements, brochures, offers, agreements and understandings, oral or written, if any, between NASA-KSC and FPL or displayed by NASA-KSC to FPL with respect to the subject matter of this Lease, the leased Property. There are no commitments, representations or assurances between NASA-KSC and FPL or between any real estate broker and FPL other than those expressly set forth in this Lease and all reliance with respect to any commitments, representations or assurances is solely upon commitments, representations and assurances expressly set forth in this Lease. This Lease may not be amended or modified in any respect whatsoever except by an agreement in writing signed by NASA-KSC and FPL.

15.7 Governing Law. NASA-KSC and FPL agree to first attempt to settle any dispute arising out of or in connection with this Lease by good-faith negotiation. If the parties are unable to resolve amicably any dispute arising out of or in connection with this Lease, each shall have all remedies available at law or in equity. U.S. Federal law governs this Lease for all purposes, including, but not limited to, determining the validity of this Agreement, the meaning of its provisions, and the rights, obligations and remedies

of the Parties. NASA-KSC and FPL consent and agree that any legal proceeding involving this Agreement, or the activities conducted under this Agreement, which involves the United States, NASA-KSC, its Administrator, or any of its officials or employees, shall be brought in an Administrative Court or Federal Court of competent jurisdiction. FPL shall, at its sole cost and expense, promptly comply with all applicable Federal, state and local laws.

15.8 Taxes & Assessments. FPL shall pay, to the applicable taxing authority upon written demand and prior to delinquency, all taxes, assessments, excises, levies, fees and charges, including all payments related to the cost of providing facilities or services, of every kind and description, general or special, ordinary or extraordinary, foreseen or unforeseen, secured or unsecured, whether or not now customary or within the contemplation of NASA-KSC and FPL (collectively “**Taxes**”), that are levied, assessed, charged, confirmed or imposed by any public or government authority upon or against, or measured by, or reasonably attributable to the leased Property or any part thereof or any improvements constructed upon. FPL may contest the legal validity or amount of any Taxes for which it is responsible under this Lease, and may institute such proceedings as it considers necessary to recover or reduce its Taxes, provided that FPL shall bear all expenses in pursuing such contest or proceeding. FPL shall not pay any Taxes that are attributable to the NASA PV Facility.

15.9 Anti – Deficiency Act. NASA-KSC's ability to perform its obligations under this Lease is subject to the availability of appropriated funds. Nothing in this Lease commits the United States Congress to appropriate funds for the purposes stated herein (pursuant to the Anti-Deficiency Act, 31 U.S.C. §1341).

15.10 Authority. NASA-KSC is the sole owner of the leased Property including and has the unrestricted right and authority to sign this Lease and to grant FPL the rights granted in this Lease. There are no mortgages encumbering the leased Property

15.11 Successors & Assigns. The terms and provisions of this Lease shall run with the land and be binding on and inure to the benefit of the heirs, successors, assigns and personal representatives of the Parties. NASA-KSC agrees to promptly notify FPL upon the transfer of any interest in the leased Property.

15.12 Quiet Enjoyment. FPL may peaceably and quietly have, hold and enjoy the leased Property during the Term and, except as otherwise provided in this Lease, NASA-KSC shall take no action regarding the leased Property that will interfere with the Permitted Use.

IN WITNESS WHEREOF, NASA-KSC and FPL have executed this Lease as of the latter date set forth below:

**FPL:**  
Florida Power and Light Company,  
A Florida corporation

**NASA-KSC:**  
NATIONAL AERONAUTICS AND  
SPACE ADMINISTRATION,  
an Agency of the United States

By: \_\_\_\_\_  
Eric E. Silagy,  
Vice President of Development

By \_\_\_\_\_  
W.W. Parsons  
Director, John F. Kennedy Space Center

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**EXHIBIT A**

**Legal Description of the FPL PV Facilities**

**EXHIBIT A-1**

**Site Development Plan of the FPL PV Facilities**

**EXHIBIT B**

**Legal Description of the NASA PV Facility**

**HOLDING PAGE FOR EXHIBIT B-1**

**Site Development Plan of the NASA PV Facility**

*[to be provided once the cost of installation, maintenance and operation of the NASA PV Facility is determined]*

**EXHIBIT C**

**Environmental Assessment of the Leased Property**

**EXHIBIT D****Typical Expenses for Installation, Maintenance, and Operation  
of a Photovoltaic Power Generation Facility****Typical Expenses for Installation of PV Facilities:**

- (1) PV modules
- (2) Mounting system
- (3) Cabling system
- (4) Inverters
- (5) Combiners
- (6) Fuse boxes
- (7) Transformers
- (8) Security light
- (9) Monitoring and communication hardware
- (10) Weather station hardware
- (11) Perimeter fence and gate
- (12) Landscaping

**Typical Expenses for Maintenance and Operation of PV Facilities**

- (1) PV module cleaning
- (2) Perimeter fence and gate maintenance on an as needed basis.
- (3) Landscape maintenance within the plant perimeter fencing.
- (4) Remote monitoring of PV Facilities from FPL's Juno Beach facility.
- (5) Account management to address reporting requirements.
- (6) Planned routine preventive maintenance of PV Facilities
- (7) Management of spare parts
- (8) Response and restoration of unplanned events.
- (9) Contract coordination to manage any expenses for maintenance and operation.

The work provided by FPL will consist of activities necessary to install, operate and maintain the NASA PV Facility in a safe, reliable, cost effective and environmentally responsible manner.