MASTER SOLAR ENERGY AGREEMENT

THIS MASTER SOLAR ENERGY AGREEMENT ("**Agreement**") is made this 6th day of September, 2017 ("**Effective Date**"), by and between Project Discovery, Inc., a Florida not-for-profit corporation ("**MODS**") and Florida Power & Light Company, a Florida corporation ("**FPL**"). MODS and FPL are sometimes individually referred to herein as a "**Party**" and collectively as the "**Parties**."

WITNESSETH:

WHEREAS, MODS is the fee simple owner of those certain real properties located in Broward County, Florida, as more particularly described on **Exhibit A** attached hereto and incorporated herein by this reference (each individually and collectively, the "**Property**");

WHEREAS, within and upon each Property, MODS desires to permit FPL to utilize the areas depicted on **Exhibit B** attached hereto and incorporated herein by this reference (each individually and collectively, the "**Solar Sites**") upon the terms and conditions set forth in this Agreement; and

WHEREAS, FPL desires to utilize certain MODS property, and MODS desires to allow use of designated portions of its property as Solar Sites for the installation of certain renewable energy generating equipment, including, without limitation, solar panels, solar canopy structures, electrical power inverters, interconnection equipment, electrical wiring, underground conduit, collection lines, wire management systems, charging stations, electric meters, metering and switch cabinets, power distribution boxes and racking systems (individually and collectively, the "**Equipment**") upon the terms and conditions set forth herein; and

WHEREAS, the City of Fort Lauderdale finds that the generating of solar energy on MODS property utilizing FPL equipment, provides a benefit to the City and its residents, and serves a valid public purpose. The solar sites will include structures that generate power and their design allows them to be easily integrated into MODS landscape where residents will have an opportunity to see and learn about solar – something many have never experienced because solar panels are usually located out of sight on rooftops or at universal solar energy centers. Advancing solar energy is part of FPL's ongoing strategy of increasing clean energy while keeping electricity affordable for customers.

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

1. **Solar Sites; and Addition of Property and Solar Sites**.

(a) **Solar Sites**. MODS hereby authorizes use of its designated Solar Sites to FPL and FPL hereby agrees to utilize the Solar Sites upon the terms, covenants and conditions set forth in this Agreement.

(b) **Addition of Property and Solar Sites**. Upon the mutual written agreement of each of the Parties, including as to the type of Equipment that will be installed, **Exhibits A and B** may be amended from time to time to include additional Property and/or Solar Sites. In such case, all terms and conditions set forth in this Agreement shall apply to such additional Property and Solar Sites; provided however, with respect to such additional Property and Solar Sites, the Construction Term and Operating Term (as each are defined hereafter), shall be calculated commencing from the effective date of the amendment adding the specific additional Property and Solar Sites, accordingly, and in the case of the Operating Term, an additional six (6) months after such date.

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

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

(b) **Signage**. The right, at FPL's sole cost and expense, to install signage on and around the Equipment and on, over, under, through and across the Solar Sites at the point of access to the Equipment (to the extent allowed by applicable law) for any and/or all of the following purposes: (i) identifying FPL's ownership of the Equipment and prominently displaying FPL's corporate name, trade name(s), trademark(s), and logo(s) on the Equipment and all structures supporting the Equipment; (ii) describing the Equipment and its purpose and operation to interested parties accessing the Solar Sites (i.e. telling the distributed solar generation story); (iii) instructing parties accessing the Solar Sites to use caution so as not to damage the Equipment; and (iv) provide all necessary safety and hazard warnings. The location, design and content of such signage shall be subject to the prior approval of MODS, which approval shall not be unreasonably withheld, conditioned or delayed. Such signage shall be removed by FPL upon the final removal of the Equipment from the Solar Sites in accordance with the terms of this Agreement. Subject to Section 6(a) below, MODS shall have the right, at MODS' sole cost and expense to co-brand on FPL's signage, provided that MODS first obtains FPL's prior written consent, which approval shall not be unreasonably withheld, conditioned or delayed.

3. **Term**.

(a) **Construction Term**. The construction term of this Agreement shall commence on the Effective Date and continue for six (6) months ("**Construction Term**"). The Construction Term shall end six (6) months after the Effective Date unless before that date FPL notifies MODS that FPL elects to terminate this Agreement or that the Commercial Operations Date has occurred. For purposes of this Agreement, "**Commercial Operations Date**" shall mean the date on which the Equipment becomes operational as determined by FPL. For the purposes of this section, "**operational**" means the date on which FPL has (i) received any and all approvals, licenses, and permits necessary to operate the Equipment, (ii) the Equipment is

installed on the Solar Sites and is connected to the electric transformer, and (iii) the Equipment is generating solar power

(b) **Operating Term**. The "**Operating Term**" of this Agreement shall commence on the day immediately following the last day of the Construction Term, and continue for a term ending on the tenth (10th) anniversary of the Commercial Operations Date. The Operating Term and the Construction Term are collectively referred to herein as the "**Term**". FPL shall have the right to renew this Agreement for up to four (4) additional five (5) year consecutive terms upon delivering written notice to MODS prior to the expiration of the then current Term.

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

Upon completion of the installation of the Equipment by FPL, FPL shall provide MODS with an "as-built" survey of the Equipment installed on the Solar Sites, which shall serve as a replacement **Exhibit B**.

5. **Rent**. FPL shall not be charged any rent under this Agreement in connection with its use of the Solar Sites. FPL shall not charge any rent under this Agreement in connection with its Equipment on the Solar Sites.

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

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

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

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

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

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

(f) Disruption with FPL's access to any portion of the Solar Sites; and/or

(g) Sale, transfer, assignment, lease or sublease any portion of the Solar Sites, other than subject to MODS' obligations under this Agreement.

In the event that MODS Interferes or causes Interference, FPL will provide MODS with a written summary documenting such Interference ("**Interference Notice**"). In the event MODS is in violation of any of the above-listed items in this section, and such violation continues for fifteen (15) days or more following FPL's delivery of an Interference Notice, then in addition to the rights granted FPL under Section 18 below, FPL may elect to terminate this Agreement immediately upon delivering written notice to MODS.

7. **Mechanics' Liens**.

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

(b) **MODS' Actions**. If any mechanic's, contractor's or material supplier's lien is asserted against all or any part of the Solar Sites or Property by anyone having provided

labor, services, material or equipment at the request of MODS, and if FPL is made a party to any action or proceeding to foreclose any such asserted lien, MODS shall indemnify FPL and hold it harmless against any loss, claim, damage or expense, including attorneys' fees, that FPL may incur in connection with such action or proceeding, including paying any judgment that may be entered therein.

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

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

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

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

(d) If the Solar Sites are substantially destroyed by fire or other casualty, FPL may by written notice, given no later than thirty (30) days after the date of such destruction, terminate this Agreement, in which event, any insurance proceeds received by MODS in connection therewith shall be paid to FPL.

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

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

9. **Taxes**. MODS shall submit a copy of the annual statement for real property taxes for the Property to FPL within ten (10) business days after the date that MODS receives such statement from the taxing authority. MODS shall pay when due all real property taxes for

the Property. In the event that MODS fails to pay any such real property taxes or other fees and assessments, FPL shall have the right, but not the obligation, to pay such owed amounts and recover the amount so paid from MODS. Notwithstanding the foregoing, FPL shall pay any personal property tax or incremental increases in real property taxes, which is attributable to the Equipment or the Equipment's installation or placement on or within the Solar Sites. MODS hereby grants to FPL the right to challenge, whether in a court, administrative proceeding, or other venue, on behalf of MODS and/or FPL, any personal property or other tax assessments that may affect the Solar Sites as a result of the Equipment. If MODS receives notice of any personal property or other property tax assessment against the MODS which may affect FPL or the Equipment and is attributable, in whole or in part, to the Equipment, MODS shall provide timely notice of such assessment to FPL sufficient to allow FPL to consent to or challenge such assessment if a right to challenge the assessment is then available under applicable law. Further, MODS will provide to FPL any and all documentation in the possession of MODS that is associated with such assessment and will execute any and all documents reasonably necessary to effectuate the intent of this section, provided that MODS shall not be required to incur any expense or any risk of material liability.

10. **Insurance**. FPL will maintain at all times during the Term, the insurance designated in this section in accordance with the terms and conditions required by this section. Such policy or policies shall be issued by companies authorized to do business in the State of Florida with a minimum A.M. Best financial rating of "A– VII".

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

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

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

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

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

11. **Indemnification**. FPL shall indemnify MODS, the Museum of Discovery and Science, Inc., a Florida not-for-profit corporation ("**Museum**"), and the City of Fort Lauderdale, a municipal corporation of Florida ("**City**"), and their respective officials and agents, from and against all losses, claims, damages or expenses, including attorneys' fees, incurred by MODS, the Museum, and the City in connection with any third party claims for personal injury or death to persons and damage to MODS', the Museum's or the City's personal property arising during the Term, to the extent arising from the negligence or willful misconduct of FPL, its agents,

employees, representatives, contractors, or sub-contractors up to One Million Dollars ($1,000,000) in the aggregate. MODS, the Museum and the City shall each jointly and severally indemnify FPL from and against all losses, claims, damages or expenses, including attorneys' fees, incurred by FPL in connection with any third party claims for personal injury or death to persons and damage to FPL's personal property arising during the Term, to the extent arising from the negligence or willful misconduct of MODS, the Museum or the City, and their respective agents, employees, representatives, contractors, or sub-contractors up to One Million Dollars ($1,000,000). In no event shall MODS, the Museum, the City or FPL be liable to the other for consequential, special, exemplary, punitive, indirect or incidental losses or damages, nor shall any parent, subsidiary, affiliate or employee of MODS, the Museum, the City or FPL have any liability under this Agreement. None of MODS, the Museum, the City or FPL, nor their respective insurer, shall, without the prior written consent of the other parties, which consent will not be unreasonably withheld, enter into the settlement or compromise of any claim brought against the indemnified party, which is the subject of indemnification under this Agreement. Notwithstanding the foregoing, this paragraph shall not be construed or interpreted as a waiver of the City's sovereign immunity and the limits established in Section 768.28, Florida Statutes. This section shall survive the expiration or earlier termination of this Agreement.

12. **Equipment to Remain Personal Property of FPL**. The Equipment is and will remain the property of FPL, its successors or assigns, regardless of its use or manner of attachment to the Solar Sites. MODS agrees to execute such further documentation as is reasonably necessary to ensure that the Equipment does not constitute, and is not deemed to be, a fixture attached to the Solar Sites. Except as expressly set forth in this Agreement, MODS will have no right, title, or interest in the Equipment, and no right to purchase or otherwise acquire title to or ownership of the Equipment and MODS hereby expressly disclaims any right, title or interest in or to the Equipment, whether arising by lien, by operation of law, or otherwise.

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

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

Equipment's exposure to sunlight, and (f) all times during the Term, FPL's quiet enjoyment of the Solar Sites or any part thereof shall not be disturbed.

15. **Default by FPL**. The happening of any one or more of the following events, upon the expiration of any applicable notice and cure period, shall be events of default under this Agreement: The failure of FPL to fully perform any of its covenants under this Agreement within sixty (60) calendar days after FPL receives written notice of such default from MODS; provided, however, if such default cannot reasonably be cured within such sixty (60) day time period, FPL shall not be deemed in default hereunder if FPL has commenced to cure such default within said sixty (60) day time period and thereafter continues with diligence to complete the cure of such default.

16. **MODS' Remedies**. MODS' exclusive remedies for events of default by FPL shall be limited to the following:

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

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

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

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

18. **FPL's Remedies**. Upon an event of default by MODS as set forth in Section 17 above, and after the expiration of the applicable notice and cure period, in addition to and not by way of limitation of the exercise by FPL of any and all rights and remedies FPL may have at law or in equity, FPL may: (a) cure the default and be reimbursed by MODS within thirty (30) days following MODS' receipt of FPL's invoice and supporting documentation of costs and expenses associated with curing the default; (b) terminate this Agreement; and/or (c) exercise any remedy FPL may have at law or in equity. In any action or proceeding to enforce any of MODS' obligations under this Agreement, FPL may recover all costs and expenses, including reasonable

attorneys' fees, incurred by FPL in connection with such action or proceeding or any appeal therefrom or review thereof.

Notwithstanding the foregoing, in the event that MODS Interferes or causes Interference with the Equipment of this Agreement, and such Interference is not cured within the fifteen (15) day time period set forth in Section 6 above, in addition to the remedies set forth in this Section 18, MODS shall also be required to reimburse FPL any and all costs incurred or expended by FPL in connection with the removal of the Equipment from the Solar Sites, together with any and all costs incurred or expended by FPL in connection with either, at FPL's sole option, (i) the disposal of the Equipment, or (ii) the relocation of the Equipment to another part of the Solar Sites, Property or other real property, as applicable, whether or not such replacement real property is owned by MODS.

19. **Removal.** Upon the expiration or earlier termination of the Term by FPL, FPL shall continue to have the right of reasonable access to the Solar Sites in order to remove the Equipment, and repair and restore the affected portions of the Solar Sites to substantially the same condition as practical as existed immediately prior to FPL's installation of the Equipment, at FPL's sole cost and expense; except as expressly set forth otherwise in Sections 6 and 18 above, where the removal and disposal or relocation costs of the Equipment, and repair and restoration of the Solar Sites, shall be at MODS' sole cost and expense.

20. **Right to Power.** Any and all solar power electricity produced by or relating to the Equipment ("**Energy**"), and the right to utilize and/or sell the same, shall be the sole property and right of FPL.

21. **Assignment; Leasehold Financing**.

(a) Except as permitted by Section 21(b) below, FPL shall not assign this Agreement or any interest herein without the prior written consent of MODS. MODS shall not assign its interest in this Agreement to anyone other than a purchaser of the Solar Sites without the prior written consent of FPL. Neither Party will unreasonably withhold condition or delay its consent to an assignment by the other Party. The terms and conditions of this Agreement will bind and benefit the respective successors and permitted assigns of the Parties. Following any permitted assignment or transfer by operation of law, the terms "MODS" and "FPL" shall be deemed to refer to the relevant transferee or successor, unless the context clearly indicates that the term refers only to the original Party so identified.

(b) MODS acknowledges that FPL's interests under this Agreement and in the Equipment are and will be encumbered by FPL's existing mortgage. Additionally, FPL may, upon notice to MODS, mortgage or grant a security interest in this Agreement and the Equipment, and may assign this Agreement and the Equipment to any of FPL's future mortgagees or holders of security interests, including their successors or assigns (FPL's existing mortgagee and any future FPL mortgagees or security interest holders are collectively referred to herein as the "**Mortgagees**"), and such Mortgagees shall have the right, but not the obligation, to assume FPL's rights and obligations under this Agreement. In such event, MODS shall execute such consent to any such financing as may reasonably be required by Mortgagees. MODS agrees to notify FPL and FPL's Mortgagees simultaneously of any default by FPL and to give

Mortgagees the same right to cure any default as FPL, except that the cure period for any Mortgagees shall not be less than thirty (30) calendar days after receipt of the default notice, as provided in Section 15 above. All such notices to Mortgagees shall be sent to Mortgagees at the address specified by FPL. Failure by MODS to give Mortgagees such notice shall not diminish MODS' rights against FPL, but shall preserve all rights of Mortgagees to cure any default as provided in Section 15 above.

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

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

To MODS:	Project Discovery c/o Museum of Discovery and Science, Inc. 401 SW 2nd Street Fort Lauderdale, Florida 33312 Attn: President/CEO
To FPL:	Florida Power & Light Company 700 Universe Boulevard, CEA/JB Juno Beach, Florida 33408 Attn: Vice President of Corporate Real Estate
With copy to:	Florida Power & Light Company 700 Universe Boulevard, LAW/JB Juno Beach, Florida 33408 Attn: General Counsel
To CITY:	Lee R. Feldman, City Manager City of Fort Lauderdale 100 North Andrews Avenue Ft. Lauderdale, Florida 33301-1016
With a copy to:	Cynthia A. Everett, City Attorney City of Fort Lauderdale 100 North Andrews Avenue, Ft. Lauderdale, Florida 33301-1016

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

24. **Memorandum of Agreement**. It is specifically understood and agreed by both Parties hereto that a Memorandum of Agreement ("**Memorandum**") in substantially the form of the attached **Exhibit C** will be executed by the Parties and recorded in the Public Records of the county in which the Solar Sites is located, indexed in the land records of that office in the names of both Parties hereto and will be a matter of public record. Upon completion of the installation of the Equipment by FPL, FPL shall provide MODS with an "as-built" survey of the Equipment installed on the Solar Sites, which shall serve as a replacement to the exhibit attached to the Memorandum, and MODS hereby authorizes FPL to execute and record an amendment to the Memorandum without the MODS' signature effectuating such change.

25. **Miscellaneous**.

(a) **Entire Agreement; Modification; Waiver**. All of the representations and obligations of the Parties are contained herein and no modification, waiver or amendment of this Agreement or of any of its conditions or provisions shall be binding upon a Party unless in writing, signed by that Party or a duly authorized agent of that Party empowered by a written authority signed by that Party. The waiver by either Party of a breach of any provision of this Agreement shall not operate or be construed as a waiver of any subsequent breach of that provision by the same Party, or of any other provision or condition of this Agreement. No waiver shall be implied by delay or any other act or omission of either Party.

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

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

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

(e) **Headings and Gender**. All headings in this Agreement are inserted only for convenience and ease of reference and are not to be considered in the construction or

interpretation of any provision of this Agreement. In construing this Agreement, the singular shall be held to include the plural, the plural shall include the singular, and the use of any gender shall include every other and all genders.

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

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

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

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

(j) **Construction**. This Agreement shall not be construed more strictly against one Party than against the other, merely by virtue of the fact that it may have been prepared by counsel for one of the Parties, it being recognized that both MODS and FPL have contributed substantially and materially in the negotiation and preparation of this Agreement, and that the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Agreement or any exhibits, schedules, addendums or amendments hereto.

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

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

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

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

(o) **Calculation of Time Periods**. The Effective Date of this Agreement shall be when it has been signed by the last party to sign same and when it has thereupon been mutually delivered. For purposes of this Agreement, any time period that falls on a Saturday, Sunday or legal holiday under laws of the State in which the Property is located, will be extended to the next business day. The final day of any such period shall be deemed to end at 5:00 p.m., local time where the Property is located.

26. **Master Lease**. This Agreement is subject and subordinate to the certain Lease Agreement dated September 8, 2016 between the City, as lessor, and MODS, as lessee; provided however, FPL does not agree to take on any liability, responsibilities or obligations of MODS under such lease.

[Remainder of page intentionally blank; Signature pages follow]

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

Witness:

_____

Print Name:_____

_____

Print Name:_____

MODS:

Project Discovery, Inc.,
a Florida not-for-profit corporation

By:_____
Name: _____
Title:_____

Witness:

Michelle M. Kahmann

Print Name: Michelle M. Kahmann

Marta Hull

Print Name: Marta Hull

FPL:

Florida Power & Light Company,
a Florida corporation

Timothy Oliver

Timothy Oliver,
Vice President of Corporate Real Estate

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

Witness:

Print Name: Hillary Wallace

Print Name: Meredith Fuller

MODS:

Project Discovery, Inc.,
a Florida not-for-profit corporation

By:
Name: Kim L. Cavendish
Title: President

Witness:

Print Name:

Print Name:

FPL:

Florida Power & Light Company,
a Florida corporation

Timothy Oliver,
Vice President of Corporate Real Estate

CONSENT AND JOINDER OF LESSOR
(City)

The undersigned lessor ("**Lessor**") pursuant to Section 10.1 of that certain Lease Agreement dated September 8, 2016 ("**Lease**") between Lessor, as lessor, and Project Discovery, Inc., a Florida not-for-profit corporation, as lessee, hereby consents to the foregoing Master Solar Energy Agreement ("**Agreement**").

Further, Lessor joins into the execution of the foregoing Agreement for purposes of the indemnification provision in Section 11 of the Agreement.

IN WITNESS WHEREOF, the City of Fort Lauderdale has caused these presents to be signed in its name by its proper officer this 9 day of October, 2017.

Witnesses:

Print Name: Maxine A. Singh

Print Name: Katerina Skoulridakis

City of Fort Lauderdale, a municipal corporation of Florida

By: _____
John P. ("Jack") Seiler, Mayor

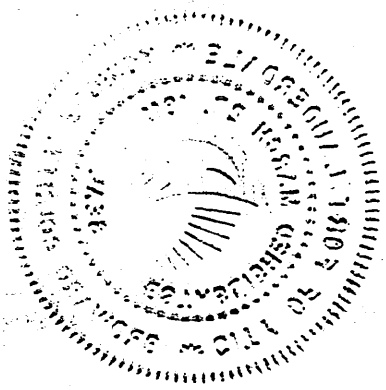
By: _____ FOR
Lee R. Feldman, City Manager

ATTEST:

By: _____
Jeffrey A. Modarelli, City Clerk

APPROVED AS TO FORM:
Cynthia A. Everett, City Attorney

By: _____
Tania Marie Amar, Assistant City Attorney



STATE OF FLORIDA)
) SS:
COUNTY OF BROWARD)

The foregoing joinder was acknowledged before me this 9 day of October, 2017, by John P. ("Jack") Seiler, as Mayor of the City of Fort Lauderdale, a municipal corporation of Florida. He is personally known to me.

Name: Safeea A. Maloney
Notary Public, State of Florida
Commission No.: FF161992
My Commission Expires: 12/4/18

(Notarial Seal)

SAFEEA A. MALONEY
Notary Public - State of Florida
My Comm. Expires Dec 4, 2018
Commission # FF 161992
Bonded through National Notary Assn.

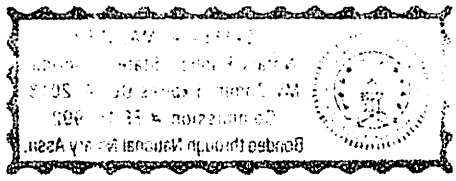
STATE OF FLORIDA)
) SS:
COUNTY OF BROWARD)

The foregoing joinder was acknowledged before me this 6th day of October, 2017, by ~~Lee R. Feldman~~ Stanley Hawthorne Rankins, City Manager of the City of Fort Lauderdale, a municipal corporation of Florida. He is personally known to me.

Name:
Notary Public, State of Florida
Commission No.: FF953055
My Commission Expires: 1/24/2020

(Notarial Seal)

KERRY ARTHURS
MY COMMISSION # FF953055
EXPIRES: January 24, 2020



CONSENT AND JOINDER OF MUSEUM
(Museum)

The undersigned consents to the foregoing Master Solar Energy Agreement ("**Agreement**"), and joins into the execution of the foregoing Agreement for purposes of the indemnification provision in Section 11 of the Agreement.

IN WITNESS WHEREOF, the Museum of Discovery and Science, Inc., a Florida not-for-profit corporation, has caused these presents to be signed in its name by its proper officer this 3 day of October, 2017.

Witnesses:

Print Name: Marina Embrioni

Print Name: BRENDA BUDOVITCH

Museum of Discovery and Science, Inc., a Florida not-for-profit corporation

By: Kim L Cavendish
Name: Kim L. Cavendish
Title: President

STATE OF FLORIDA)
) SS:
COUNTY OF BROWARD)

The foregoing joinder was acknowledged before me this 3 day of October, 2017, by Kim Cavendish, as President of the Museum of Discovery and Science, Inc., a Florida not-for-profit corporation, on behalf of said corporation. He/She is personally known to me or has produced _____ as identification.

Name:
Notary Public, State of Florida
Commission No.: FF 995236
My Commission Expires: 05/23/2020

(Notarial Seal)
JOSEPH G. MAJOROS
Commission # FF 995236
Expires May 23, 2020
Bonded Thru Troy Fain Insurance 800-385-7019

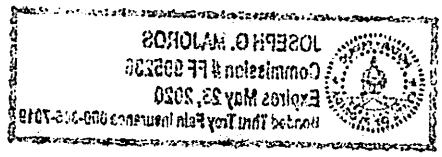

JOSEPH G. MALORGS
Commission # FF 095256
Expires May 23, 2020
Bonded Thru Troy Fain Insurance 800-385-7019

EXHIBIT A

Description of the Property

LOTS 21, 22, 23 AND 24 LESS THE NORTH 15 FEET OF THE LOT 24, IN BLOCK 18, OF TOWN OF FORT LAUDERDALE, ACCORDING TO THE PLAT THEREOF, RECORDED IN PLAT BOOK "B", PAGE 40, OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA, SAID LANDS NOW SITUATE, LYING AND BEING IN BROWARD COUNTY, FLORIDA;

TOGETHER WITH THE NORTH 185 FEET OF THAT PORTION OF THE CERTAIN 14 FOOT ALLEY LYING IN BLOCK 18, "TOWN OF FORT LAUDERDALE", ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK "B", PAGE 40, OF SAID PUBLIC RECORDS, LYING SOUTH OF THE SOUTH RIGHT OF WAY LINE OF BROWARD BOULEVARD AS SHOWN ON THE STATE OF FLORIDA'S STATE ROAD DEPARTMENT RIGHT OF WAY MAY FOR STATE ROAD NO. 842, SECTION 86006-2501, SHEET 16 OF 21 (LAST REVISED 2/22/83), AND LYING NORTH OF THE NORTH RIGHT OF WAY LINE OF SOUTHWEST 2ND STREET (FORMERLY NORTH THIRD STREET) AS SHOWN ON SAID PLAT OF "TOWN OF FORT LAUDERDALE", SUCH LAND LOCATED IN BROWARD COUNTY, FLORIDA.

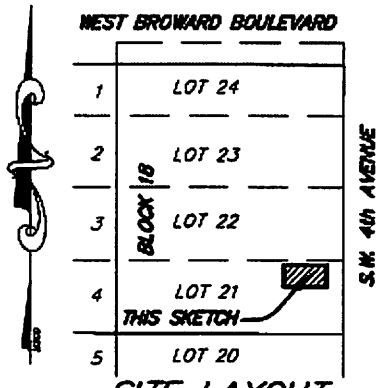
ALSO KNOWN AS: 400 WEST BROWARD BOULEVARD, FORT LAUDERDALE, FLORIDA.

EXHIBIT B

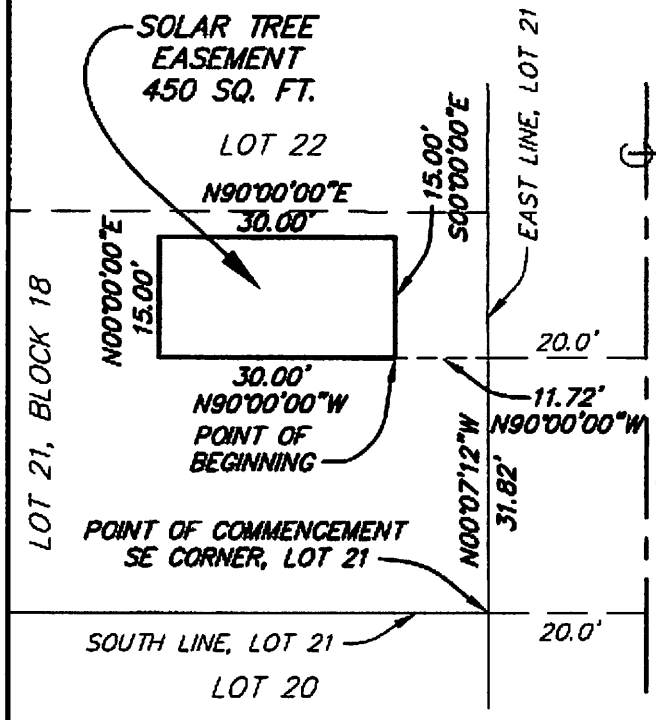
Depiction of Solar Sites

SCALE 1" = 20'

SKETCH AND DESCRIPTION
FPL SOLAR TREE EASEMENT
A PORTION OF LOT 21, BLOCK 18,
TOWN OF FORT LAUDERDALE
(PLAT BOOK "B", PAGE 40, D.C.R.



SITE LAYOUT
NOT TO SCALE



LEGAL DESCRIPTION:

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Commencing at the Southeast corner of said Lot 21; thence North 00°07'12" West, on the East line of said Lot 21, a distance of 31.82 feet; thence North 90°00'00" West, a distance of 11.72 feet to the Point of Beginning; thence continuing North 90°00'00" West, a distance of 30.00 feet; thence North 00°00'00" East, a distance of 15.00 feet; thence North 90°00'00" East, a distance of 30.00 feet; thence South 00°00'00" East, a distance of 15.00 feet to the Point of Beginning.

Said lands situate, lying and being in the City of Fort Lauderdale, Broward County, Florida and containing 450 square feet or 0.0103 acres more or less.

CERTIFICATION

Certified Correct. Dated at Fort Lauderdale, Florida this 11th day of August, 2017.

NOTES:

1) This sketch reflects all easements and rights-of-way, as shown on above referenced record plat(s). The subject property was not abstracted for other easements road reservations or rights-of-way of record by McLaughlin Engineering Company.
2) Legal description prepared by McLaughlin Engineering Co.
3) This drawing is not valid unless sealed with an embossed surveyors seal.
4) THIS IS NOT A BOUNDARY SURVEY.
5) Bearings shown assume the East line of said Lot 21, as North 00°07'12" West.

McLAUGHLIN ENGINEERING COMPANY

SCOTT A. McLAUGHLIN
Professional Surveyor and Mapper No. 5842
State of Florida.

EXHIBIT C

Form Memorandum of Agreement

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

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

MEMORANDUM OF SOLAR ENERGY AGREEMENT

This Memorandum of Solar Energy Agreement ("**Memorandum**") is executed and effective this _____ day of _____, 2017 by and between Project Discovery, Inc., a Florida not for profit under the State of Florida ("**MODS**") and Florida Power & Light Company, a Florida corporation ("**FPL**").

RECITALS

WHEREAS, on event date herewith, MODS and FPL entered into a written Master Solar Energy Agreement ("**Agreement**") related to certain property situated in Broward County, Florida more particularly described in Exhibit A attached hereto and made a part hereof ("**Property**"); and

WHEREAS, MODS and FPL desire to provide record notice of the Agreement pursuant to this Memorandum.

AGREEMENT

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

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

2. **Solar Sites**. In accordance with the terms and conditions of the Agreement, MODS has authorized use of that certain portion of the Property to FPL more particularly described in Exhibit B attached hereto and made a part hereof ("**Solar Sites**") for the purpose of constructing, installing, operating, inspecting, maintaining, repairing, testing, enlarging, modifying, removing, and replacing the solar Equipment (as defined in the Solar Energy Agreement).

3. **Term**. The term of the Agreement commenced on the effective date of the Agreement and continues for a term ending on the ten (10th) anniversary of the Commercial

Operations Date (as such term is defined in the Agreement). FPL shall have the right to renew this Agreement for up to four (4) additional five (5) year consecutive terms upon delivering written notice to MODS prior to the expiration of the then current Term.

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

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

[Signatures and Acknowledgements Appear on Following Pages]

IN WITNESS WHEREOF, MODS and FPL have executed this Memorandum on the date hereinabove written.

MODS:

Executed in the presence of:

Name: Hillary Wallace

Name: Meredith Feder

Project Discovery, Inc.,
a Florida not-for-profit corporation

By: Kim L Cavendish
Name: Kim L. Cavendish
Title: President

ACKNOWLEDGEMENT

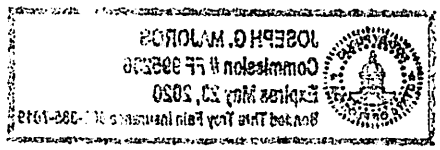
STATE OF FLORIDA)
)ss:
COUNTY OF BROWARD)

On this 2nd day of October, 2017, before me, the undersigned notary public, personally appeared Kim Cavendish, as President of Project Discovery, Inc., a Florida not-for-profit corporation, personally known to me to be the person who subscribed to the foregoing instrument or who has produced _____, as identification, and acknowledged that he executed the same on behalf of said corporation and that he was duly authorized so to do.

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

JOSEPH G. MAJOROS
Commission # FF 995236
Expires May 23, 2020
Bonded Thru Troy Fain Insurance 800-385-7019

NOTARY PUBLIC, STATE OF FLORIDA


JOSEPH G. MALDROS
Commission # FF 995256
Expires May 23, 2020
Bonded Thru Troy Fain Insurance 1-800-385-7019

Executed in the presence of:

Name: Michelle M. Kahmann

Name: Marta Hull

FPL:

Florida Power & Light Company,
a Florida corporation

By: _____
Name: Timothy Oliver
Title: Vice President of Corporate Real Estate

ACKNOWLEDGEMENT

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

On this 26th day of Sept, 2017, before me, the undersigned notary public, personally appeared Timothy Oliver, as Vice President of Corporate Real Estate of Florida Power & Light Company, a Florida corporation, personally known to me to be the person who subscribed to the foregoing instrument or who has produced _____, as identification, and acknowledged that he executed the same on behalf of said corporation and that he was duly authorized so to do.

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

NOTARY PUBLIC, STATE OF FLORIDA

Notary Public State of Florida
Michelle M Kahmann
My Commission FF 901483
Expires 09/18/2019

EXHIBIT A

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ALSO KNOWN AS: 400 WEST BROWARD BOULEVARD, FORT LAUDERDALE, FLORIDA.

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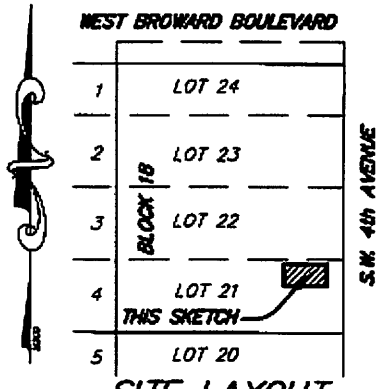
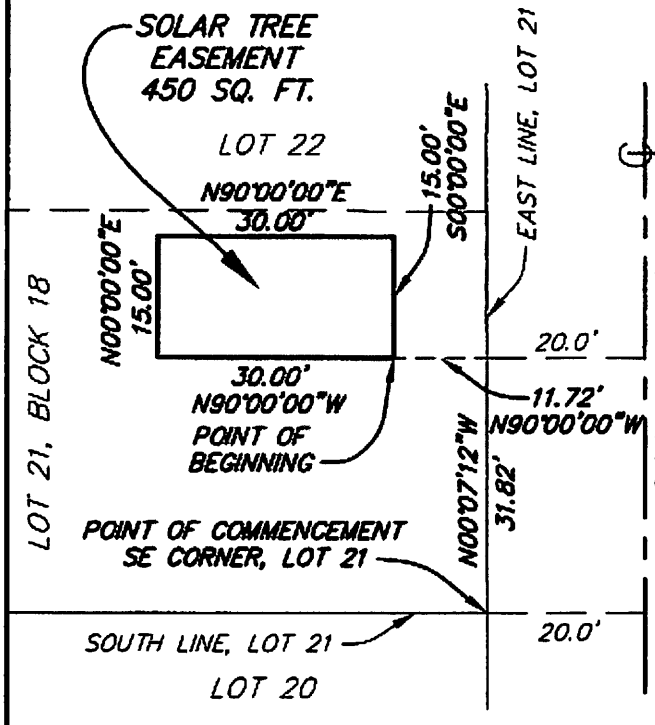


SITE LAYOUT
NOT TO SCALE



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Said lands situate, lying and being in the City of Fort Lauderdale, Broward County, Florida and containing 450 square feet or 0.0103 acres more or less.

CERTIFICATION

Certified Correct. Dated at Fort Lauderdale, Florida this 11th day of August, 2017.

NOTES:

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2) Legal description prepared by McLaughlin Engineering Co.
3) This drawing is not valid unless sealed with an embossed surveyors seal.
4) THIS IS NOT A BOUNDARY SURVEY.
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McLAUGHLIN ENGINEERING COMPANY

SCOTT A. McLAUGHLIN
Professional Surveyor and Mapper No. 5842
State of Florida.

2L6
10/11/17

COMMISSION AGENDA ITEM DOCUMENT ROUTING FORM

Today's Date: 10/2/17

DOCUMENT TITLE: Master Solar Energy Agreement

COMM. MTG. DATE: 9/6/17 **CAM #:** 17-1067 **ITEM #:** CM-3 **CAM attached:** ☒YES ☐NO

Routing Origin: CAO **Router Name/Ext:** Shaniece Louis / Ext. 5036

CIP FUNDED: ☐ YES ☐ NO

Capital Investment / Community Improvement Projects defined as having a life of at least 10 years and a cost of at least $50,000 and shall mean improvements to real property (land, buildings, or fixtures) that add value and/or extend useful life, including major repairs such as roof replacement, etc. Term "Real Property" include: land, real estate, realty, or real.

---

2) City Attorney's Office # of originals attached: 2 Approved as to Form: ☒YES ☐NO

Date to CCO: 10/4/17 **TA**
Initials

---

3) City Clerk's Office: # of originals: 2 **Routed to:** Gina Ri/CMO/X5013 **Date:** 10/4/17

---

4) City Manager's Office: CMO LOG #: Oct-33 Date received from CCO: 10/5/17

Assigned to: L. FELDMAN ☐ S. HAWTHORNE ☒ C. LAGERBLOOM ☐
L. FELDMAN as CRA Executive Director ☐

☐ APPROVED FOR LEE FELDMAN'S SIGNATURE ☐ N/A FOR L. FELDMAN TO SIGN

PER ACM: **S. HAWTHORNE** _____ (Initial/Date) **C. LAGERBLOOM** _____
(Initial/Date) ☐ **PENDING APPROVAL** *(See comments below)*
Comments/Questions:

Forward 2 originals to ☒ Mayor ☐ CCO **Date:** 10/6/17

---

5) Mayor/CRA Chairman: Please sign as indicated. Forward ___ originals to CCO for attestation/City seal (as applicable) **Date:** _____

INSTRUCTIONS TO CLERK'S OFFICE

City Clerk: Retains 1 original and forwards 1 original(s) to: Shaniece Louis / CAO / Ext. 5036 ***(Name/Dept/Ext)***

Attach ___ certified Reso # ____ ☐YES ☐NO **Original Route form to CAO**