

ESCROW AGREEMENT

THIS ESCROW AGREEMENT ("Escrow Agreement") is made and entered into this 3rd day of August 2021, by and between Brevard County, a political subdivision of the State of Florida ("Seller"), Florida Power & Light Company, a Florida corporation ("Buyer"), and DPW Law Firm ("Escrow Agent");

RECITALS

Whereas, Seller and Buyer entered into that certain Purchase and Sale Agreement dated August 3, 2021 ("Agreement") relating to the sale and purchase of that certain real property located in Brevard County, Florida more particularly described in the Agreement (the "Property");

Whereas, as more particularly described in the Agreement, Buyer, at its sole cost and expense, has agreed to install a Back-Up Feeder Cable (as defined in the Agreement) from Buyer's Substation (as defined in the Agreement) to Seller's Plant (as defined in the Agreement) to connect to and to serve as back-up power to the Plant no later than December 31, 2023 (Completion Date) in accordance with the terms of the Agreement;

Whereas, to secure Seller's obligations under the Agreement, Seller has agreed to deposit in escrow with Escrow Agent, the additional sum of Four Hundred Fifty Thousand and No/100 Dollars (\$450,000.00) ("Escrowed Funds") at Closing together with Purchase Price; and

Whereas, the Escrowed Funds will be deposited in escrow with Escrow Agent to be held and disbursed as provided herein.

NOW, THEREFORE, for and in consideration of the sum of Ten Dollars and No/100 (\$10.00) and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

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

Section 2. **Deposit of Escrowed Funds.** Contemporaneously with the execution of this Escrow Agreement:

1. Seller shall deposit the Escrowed Funds with Escrow Agent at Closing.
2. Escrow Agent hereby accepts its appointment as escrow agent to hold the Escrowed Funds upon the terms and conditions as set forth in this Escrow Agreement.
3. The Escrow Funds will be held by Escrow Agent in a non-interest bearing account.

Section 3. **Disbursement of Escrow Funds.**

Upon receipt of the Notice of Completion (as defined in the Agreement), Escrow Agent shall release the Escrowed Funds to Buyer. In the event that Buyer has not

installed the Back-Up Feeder Cable from Buyer's Substation to Seller's Plant by December 31, 2023, Buyer shall forfeit its rights to the Escrowed Funds, and upon Seller's written request to Escrow Agent, the Escrowed Funds shall be released to Seller.

C. Written Authorization and Instruction to Disburse from Seller and Buyer

Escrow Agent shall only be obligated and authorized to disburse the Escrowed Funds in accordance with this Section 3, or other instructions executed by Buyer and Seller.

Section 4. Limitation of Escrow Agent's Liability. In the event of actual or potential dispute as to the rights of the parties hereto under this Escrow Agreement or the Escrowed Funds, the Escrow Agent may in its sole discretion, continue to hold the Escrowed Funds until the parties mutually agree to the disbursement thereof, or until a judgment of a court of competent jurisdiction shall determine the rights of the parties thereto, or it may deposit all monies held pursuant to this Escrow Agreement with the Clerk of Court, Brevard County, Florida, and upon notifying all parties concerned of such action, all liability on the part of the Escrow Agent shall fully terminate, except to the extent of an account of any monies theretofore delivered out of escrow. In the event of any suit between Seller and Buyer wherein the Escrow Agent is made a party by virtue of acting as such Escrow Agent hereunder, or in the event of any suit wherein Escrow Agent interpleads the Escrowed Funds, the Escrow Agent shall be entitled to recover a reasonable attorney's fee and costs incurred, said fees and costs to be charged and assessed as court costs against the non-prevailing party. All parties agree that Escrow Agent shall not be liable to any party or person whomsoever for any action taken or omitted by Escrow Agent, including but not limited to any misdelivery of monies or instruments subject to this escrow, unless such misdelivery shall be due to breach in willful bad faith of this Escrow Agreement or gross negligence on the part of the Escrow Agent. Escrow Agent shall have the right to rely upon any written instructions provided by counsel for both Seller and/or Buyer and such instructions shall be binding on Seller and/or Buyer, respectively.

Section 5. Severability. If any provision of this Escrow Agreement shall be determined by a court of competent jurisdiction to be invalid, illegal or unenforceable, such determination shall not affect or impair the validity, legality, or enforceability of the remaining provisions contained herein.

Section 6. Amendment. This Escrow Agreement may be modified or amended only by an instrument in writing executed by all parties hereto.

Section 7. Governing Law. The validity, interpretation and enforcement of this Escrow Agreement and all other documents and instruments executed in connection with this transaction shall be governed by and construed under the laws of the State of Florida.

Section 8. Counterparts. This Escrow Agreement may be executed in any number of counterparts and each such counterpart shall for all purposes be deemed to be an original, and when so executed shall constitute one Agreement binding on all the parties hereto. For purposes of this Agreement an electronic signature shall be deemed an original.

Section 9. Notices. Any notices required or permitted to be given under this Escrow Agreement shall be in writing and shall be deemed to have been given if delivered by hand, sent by recognized overnight courier (such as Federal Express), or sent by electronic delivery with a confirmed transmission, and addressed or sent as follows:

If to Seller:

Brevard County

If to Buyer:

Florida Power & Light Company

2725 Judge Fran Jamieson Way
Viera, Florida 32940
Attn: Office of the County Attorney

700 Universe Boulevard
Juno Beach, Florida 33408
Attn: Corporate Real Estate

With a Copy To:

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

Escrow Agent:

DPW Law Firm
Attention: Dan Wurtenberger
4500 PGA Boulevard, Suite 100
Palm Beach Gardens, FL 33418
Phone: 561-508-5642
Email: dan@dpwlawfirm.com

Notices hereunder shall be deemed given when delivered to the addresses set forth above if sent by overnight courier or mail. Electronic notices shall be deemed given when sent with confirmation, provided that a counterpart of such notice is delivered within two (2) business days thereafter by overnight courier to the addresses provided above.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, the parties hereto have executed this Escrow Agreement the day and year first above written.

Seller:

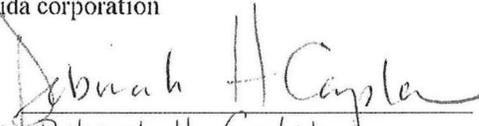
Brevard County, a political subdivision of the State of Florida

By: _____
Name: Rita Pritchett
Title: Chair of Brevard County Board
of County Commissioners

As approved by the Board 8-3-2021

Buyer:

Florida Power & Light Company,
a Florida corporation

By: 
Name: Deborah H. Caplan
Title: Executive Vice President
Human Resources and
Corporate Services 

Escrow Agent:

DPW Law Firm

By: _____
Name: _____
Title: _____

IN WITNESS WHEREOF, the parties hereto have executed this Escrow Agreement the day and year first above written.

Seller:

Brevard County, a political subdivision of the State of Florida

By: _____
Name: _____
Title: _____

Buyer:

Florida Power & Light Company,
a Florida corporation

By: _____
Name: _____
Title: _____

SS

Escrow Agent:

DPW Law Firm

By: 
Name: Danielle West
Title: Partner

IN WITNESS WHEREOF, the parties hereto have executed this Escrow Agreement the day and year first above written.

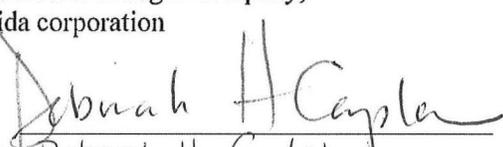
Seller:

Brevard County, a political subdivision of the State of Florida

By: _____
Name: _____
Title: _____

Buyer:

Florida Power & Light Company,
a Florida corporation

By: 
Name: Deborah H. Caplan
Title: Executive Vice President
Human Resources and Corporate Services 

Escrow Agent:

DPW Law Firm

By: _____
Name: _____
Title: _____