

## CONFIDENTIALITY AGREEMENT

This Confidentiality Agreement ("Agreement") is entered into as of the \_\_\_ day of \_\_\_\_\_, 2010 ("Effective Date") by and between FPL FiberNet, LLC, a Delaware Limited Liability Company, having its principal offices at 9250 West Flagler St., Miami, FL 33174 ("Company"), and \_\_\_\_\_, having its principal offices at \_\_\_\_\_ ("Counterparty").

WHEREAS, Company and Counterparty shall each be referred to as a "Party" and collectively as the "Parties";

WHEREAS the Parties desire to hold discussions and exchange information regarding Counterparty's purchase of Company's network services or network assets or Company's purchase of Counterparty's network services or network assets ("Proposed Transaction");

WHEREAS, in the course of evaluating the Proposed Transaction it will be necessary for one Party ("Disclosing Party") to release certain Confidential Information (as defined below) to the other Party ("Receiving Party");

NOW, THEREFORE, in consideration of the mutual promises and covenants made herein, the receipt and sufficiency of which is hereby acknowledged, and with the intent to be legally bound hereby, the Parties agree as follows:

1. Confidential Information. "Confidential Information" shall mean all information, regardless of the form in which it is communicated or maintained (whether oral, written, electronic or visual) and whether prepared by Disclosing Party or otherwise, which is disclosed to Receiving Party, regardless of whether such information is disclosed before or after the execution of this Agreement, in connection with the Proposed Transaction and including all records, reports, analyses, notes, memoranda, documentation, data, specifications, diagrams, statistics, systems or software, manuals, business plans, operational information or practices, processes (whether or not patented, patentable or reduced to practice), customer lists, contractual arrangements with, and information about, the Disclosing Party's suppliers, distributors and customers, the existence of the discussions between the Parties concerning the Proposed Transaction, or other information that are based on, contain or reflect any such Confidential Information. All information received from the Disclosing Party shall be considered Confidential Information, unless it is specifically designated as non-proprietary and non-confidential. For the avoidance of doubt, Company's Confidential Information specifically includes data disclosed by or through Company, FPL Group, Inc., its affiliates, or their respective owners, officers, employees, members, or representatives.

Confidential Information shall not include: (a) information which is or becomes publicly available other than as a result of a violation of this Agreement; (b) information which is or becomes available on a non-confidential basis from a source which is not known to the Receiving Party to be prohibited from disclosing such information pursuant to a legal, contractual or fiduciary obligation to the Disclosing Party; (c) information which the Receiving Party can demonstrate was legally in its possession prior to disclosure by the Disclosing Party; or (d) information which is developed by or for Receiving Party independently of the Disclosing Party's Confidential Information.

2. Nondisclosure and Use of Confidential Information. Confidential Information shall not be used for any purpose other than to analyze, evaluate, negotiate, implement or complete the Proposed Transaction. Confidential Information shall be held in strict confidence by Receiving Party and shall not be disclosed without prior written consent of Disclosing Party, except to those advisors, affiliates, agents, assigns, attorneys, employees, directors, officers and/or members ("Agents") with a need-to-know the Confidential Information for the purposes of analyzing, implementing or completing the Proposed Transaction. Receiving Party shall be responsible for any breach of this Agreement by the Receiving Party or its Agents. The Receiving Party shall use the same degree of care to protect the Confidential Information as the Receiving Party employs to protect its own information of like importance, but in no event less than a reasonable degree of care based on industry standard.

3. Required Disclosure. In the event that Receiving Party is requested or required by legal or regulatory authority to disclose any Confidential Information, the Receiving Party shall promptly notify the Disclosing Party of such request or requirement prior to disclosure, if permitted by law, so that Disclosing Party may seek an appropriate protective order. In the event that a protective order or other remedy is not obtained, Receiving Party agrees to furnish only that portion of the Confidential Information that it reasonably determines, in consultation with its counsel, is consistent with the scope of the subpoena or demand, and to exercise reasonable efforts to obtain assurance that confidential treatment will be accorded such Confidential Information. Receiving Party will provide reasonable cooperation to Disclosing Party and its legal counsel with respect to performance of the covenants undertaken pursuant to this Section 3.

4. Remedies. The Receiving Party agrees that money damages would not be a sufficient remedy for any breach of this Agreement and that Disclosing Party shall be entitled to seek injunctive or other equitable relief to remedy or prevent any breach or threatened breach of this Agreement. Such remedy shall not be the exclusive remedy for any breach of this Agreement, but shall be in addition to all other rights and remedies available at law or in equity. Notwithstanding anything contained in this Agreement, the Receiving Party's liability to the Disclosing Party in connection with this Agreement and any activities undertaken in connection with the evaluation of the Proposed Transaction shall be limited to direct damages and shall exclude any other liability, including without limitation liability for special, indirect, punitive or consequential damages in contract, tort, warranty, strict liability or otherwise.

5. Return or Destruction. At any time upon the Disclosing Party's written request, the Receiving Party shall return or destroy, at the Receiving Party's option, all written Confidential Information of the Disclosing Party, including that portion of such Confidential Information that may be found in analyses, compilations, studies or other documents prepared by, or for, the Receiving Party, and the Receiving Party and its Agents shall not retain any copies of such written Confidential Information; provided, however, that Confidential Information may be retained by the Receiving Party to the extent that retention of such Confidential Information is necessary to comply with the Receiving Party's internal document retention policies aimed at legal, corporate governance or regulatory compliance and any such retained Confidential Information shall remain subject to the disclosure and use restrictions set forth herein, notwithstanding any termination of this Agreement. The Receiving Party shall, upon written request of the Disclosing Party, cause one of its duly authorized officers to certify in writing to the Disclosing Party that the requirements of the preceding sentence have been satisfied in full. The Receiving Party shall not be deemed to have retained or failed to return or destroy any Confidential Information if Confidential Information received or stored in digital format is deleted from local hard drives so long as no attempt is made to recover such Confidential Information from servers or back-up sources, provided that any such retained Confidential Information shall remain subject to the disclosure and use restrictions set forth herein, notwithstanding any termination of this Agreement.

6. No Other Agreement. It is understood that this Agreement is not intended to and does not, obligate either Party to enter into any further agreements or to proceed with any possible relationship or other transaction, including without limitation the Proposed Transaction, or to require either Party to disclose of any information under this Agreement. Any pricing lists, proposals or summaries disclosed under this Agreement are intended only to provide a framework for further discussions between the Parties. Pricing documents are not an offer or a commitment of Company or Counterparty.

7. No License. It is understood that nothing contained in this Agreement shall be construed as granting or conferring rights by license or otherwise in any Confidential Information disclosed to Receiving Party. Nothing in this Agreement is intended to prevent either Party hereto from using its own Confidential Information which it furnished hereunder for dealings with third parties for any purpose.

8. Amendment. Any amendment to this Agreement must be in writing and signed by an authorized representative of each Party.

9. No Assignment. This Agreement may not be assigned by either Party unless prior written consent is obtained; however, upon written notice to the other Party, either Party, at its sole discretion without consent, may assign: (i) its rights under this Agreement (including the right to enforce its terms), but not its obligations, to a parent, affiliate, or subsidiary; or (ii) this Agreement (including the right to enforce its terms) to a successor corporation into which all or substantially all of assets of the assigning Party are merged or otherwise consolidated, regardless of whether the assigning Party is the surviving entity in such merger or consolidation.

10. Non-Waiver. No waiver of any provision of this Agreement shall be deemed to be nor shall constitute a waiver of any other provision whether or not similar, nor shall any waiver constitute a continuing waiver. No waiver shall be binding unless executed in writing by the Party making the waiver.

11. Governing Law. This Agreement shall be governed by, and construed in accordance with the laws of the State of Florida without regard to its conflict of laws provisions. Any disputes resulting in litigation between the Parties shall be conducted in the state or federal courts of the State of Florida.

12. Term. This Agreement shall terminate two (2) years from the Effective Date of this Agreement, or thirty (30) calendar days following written notice by either Party to the other of its desire to terminate this Agreement, whichever occurs first. However, the obligations contained herein shall remain in effect for a period of two (2) years from the date the Confidential Information was disclosed under this Agreement.

13. Entire Agreement. This Agreement constitutes the full and entire agreement between the Parties regarding the confidentiality of Confidential Information.

14. Counterparts. This Agreement may be signed in counterparts and may be delivered by facsimile or electronic means, each of which may be deemed an original, and all of which together constitute one and the same agreement.

15. Authorization and Binding Obligations. Each Party represents to the other Party that the execution, delivery and performance of this Agreement have been duly authorized, and this Agreement has been duly executed and delivered by the signatory so authorized, and the obligations contained herein constitute the valid and binding obligations of such Party.

16. Waiver of Trial by Jury. TO THE EXTENT PERMITTED BY LAW, 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. THIS PROVISION IS A MATERIAL INDUCEMENT FOR THE PARTIES ENTERING INTO THIS AGREEMENT.

17. Publicity. Neither Party shall make any public disclosures regarding the other Party, or the subject matter hereof, including, without limitation, any advertisements, publications or documents, without the prior written approval of the other Party.

18. No Warranties. Each Party acknowledges that the Disclosing Party provides the Confidential Information on an "as is" basis and without warranty of any kind. THE DISCLOSING PARTY EXPRESSLY DISCLAIMS ALL WARRANTIES PERTAINING TO THE CONFIDENTIAL INFORMATION, WHETHER EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

19. Export of Confidential Information. Each Party receiving Confidential Information hereunder agrees that it and its Agents will not export such Confidential Information in contravention of the provisions of (a) the U.S. Export Administration Act, as amended, and the regulations issued thereunder and (b) any other applicable laws of other countries and/or jurisdictions.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the Effective Date first set forth above.

FPL FIBERNET, LLC

\_\_\_\_\_

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: David Eckmann

Name: \_\_\_\_\_

Title: Director of Core Business Development, Legal & Regulatory Affairs

Title: \_\_\_\_\_