

**AGREEMENT FOR  
PURCHASE AND SALE OF ELECTRIC ENERGY AND CAPACITY,  
BETWEEN  
THE CITY OF LAKE WORTH BEACH  
AND  
FLORIDA MUNICIPAL POWER AGENCY  
(ALL-REQUIREMENTS POWER SUPPLY PROJECT)**

The redactions provided herein are made in accordance with section 119.0713(4) and section 163.01(15)(m), Florida Statutes.

## TABLE OF CONTENTS

ARTICLE 1	DEFINITIONS
ARTICLE 2	WHOLESALE ELECTRIC SERVICE
ARTICLE 3	TERM
ARTICLE 4	SALE AND PURCHASE
ARTICLE 5	PRICE AND BILLING
ARTICLE 6	SERVICE FACILITIES AND METERING
ARTICLE 7	CONTINUITY OF SERVICE
ARTICLE 8	DELIVERY VOLTAGE
ARTICLE 9	DELIVERY, LOSSES, AND SCHEDULING
ARTICLE 10	CONDITIONS PRECEDENT
ARTICLE 11	REPRESENTATIONS AND WARRANTIES
ARTICLE 12	SECURITY
ARTICLE 13	EVENTS OF DEFAULT
ARTICLE 14	LIMITATION OF LIABILITY
ARTICLE 15	INDEMNIFICATION
ARTICLE 16	DISPUTE RESOLUTION
ARTICLE 17	FORCE MAJEURE
ARTICLE 18	MISCELLANEOUS
APPENDIX A	PRICING FOR MONTHLY WHOLESALE ELECTRIC SERVICE
APPENDIX B	FORM OF INVOICE
APPENDIX C	DELIVERY POINTS AND METERING POINTS
APPENDIX D	LAKE WORTH BEACH RESOURCE ENTITLEMENTS

**AGREEMENT FOR  
PURCHASE AND SALE OF ENERGY AND CAPACITY**

This AGREEMENT FOR PURCHASE AND SALE OF ELECTRIC ENERGY AND CAPACITY ("Agreement") is entered into as of the \_\_\_\_\_ day of \_\_\_\_\_, 2025, by and between THE CITY OF LAKE WORTH BEACH, a municipal corporation in the State of Florida, duly constituted under Florida law ("LWB"), and FLORIDA MUNICIPAL POWER AGENCY ("FMPA"), a governmental legal entity created and existing pursuant to Florida law. LWB and FMPA are referred to also in this Agreement individually as a "Party," or collectively as the "Parties."

WHEREAS, FMPA was created pursuant to the Florida Interlocal Cooperation Act of 1969, § 163.01, Fla. Stat. (the "Interlocal Act"), and the Joint Power Act, Ch. 361, part II, Fla. Stat. (the "Joint Power Act"), and exercises power and authority granted to it under both or either provision pursuant to its enumerated powers set forth in the Interlocal Agreement Creating the Florida Municipal Power Agency, as amended and supplemented to the date of this Agreement and as may be amended and supplemented afterwards (the "Interlocal Agreement," and collectively with the Interlocal Act and the Joint Power Act, the "Act") to, among other things, provide a means for Florida municipalities and other entities which are members of FMPA to cooperate with each other on a basis of mutual advantage to provide for the present and projected electric energy needs of such municipal corporations and other entities;

WHEREAS, FMPA is authorized and empowered, among other things, (1) to plan, finance, acquire, construct, reconstruct, own, lease, operate, maintain, repair, improve, extend, or otherwise participate jointly in one or more electric projects; (2) to make and execute contracts and other instruments necessary or convenient in the exercise of the powers and functions of FMPA under Florida law; (3) to issue bonds, notes, and other evidences of indebtedness to pay all or part of the costs of acquiring or participating in such electric projects; (4) to exercise all other powers which may be necessary and proper to further the purposes of FMPA which have been or may be granted to FMPA under the laws of the State of Florida; and (5) to market and dispose of its surplus capacity and energy for the economic benefit of the All-Requirements Power Supply Project;

WHEREAS, In order to secure an adequate, reliable, and economical supply of electric capacity and energy to supply, with certain exceptions, all of the needs for electric capacity and energy of the Project Participants contracting with FMPA, FMPA established the "All-Requirements Power Supply Project," which constitutes an "electric project" and a "project" as defined in the Interlocal Act and the Joint Power Act, respectively, and created the system to carry out the All-Requirements Power Supply Project. FMPA has implemented the All-Requirements Power Supply Project by acquiring electric capacity and energy and providing for dispatch, transmission, and other services included or to be included in the system for sale and delivery to Project Participants contracting with FMPA through whatever means it deems advisable, including, without limitation, the purchase of capacity and energy and dispatching, transmission, and other services, and the ownership or leasing of generation, dispatching, and transmission

facilities or any interest therein or output or services from such generation, dispatching, and transmission facilities;

WHEREAS, The actions taken and to be taken by FMPA to implement the All-Requirements Power Supply Project have been authorized by the Interlocal Act, the Joint Power Act and the Interlocal Agreement, which Interlocal Agreement, the All-Requirements Contract, and this Agreement each constitute an "agreement to implement a project" and a "joint power agreement," as such terms are used in the Joint Power Act;

WHEREAS, LWB is seeking wholesale power supplies to serve its customers and to that end has issued a request for proposals for the provision by third parties of such power supplies;

WHEREAS, FMPA wishes to supply Wholesale Electric Service, as defined below, to LWB, and LWB desires to acquire such power supplies from FMPA, on the terms and conditions set forth herein; and

WHEREAS, LWB is a member of FMPA, and the capacity and energy that FMPA is selling and delivering to LWB pursuant to the terms of this Agreement is surplus to the needs of the All-Requirements Power Supply Project;

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

## **ARTICLE 1 DEFINITIONS**

Capitalized terms used in this Agreement shall have the meanings set forth in this Article 1 unless the context clearly requires otherwise.

“Ancillary Services” shall mean interconnected operations services identified in Section 9.6 of this Agreement as necessary to effect a transfer of capacity and energy from the Delivery Point(s) to LWB.

“Applicable Law” shall have the meaning set forth in Section 18.10.

“Billing Meter” shall have the meaning set forth in Section 6.1.

“Capacity Charge” shall have the meaning set forth in Appendix A.

“Change in Law Costs” shall have the meaning set forth in Section 18.10.

“Charges” shall mean the Capacity Charge, Non-Fuel Energy Charge, Fuel Energy Charge, and Transmission Charge set forth in Appendix A.

“Delivery Point(s)” shall mean the point(s) at which FMPA transmission facilities or generation resources, or both, interface with, and Wholesale Electric Service is delivered to, the FPL Transmission System as further specified in Appendix C.

“Due Date” shall have the meaning set forth in Section 5.1(c).

“Effective Date” shall have the meaning set forth in Section 3.1.

“Event of Default” shall have the meaning, with respect to FMPA set forth in Section 13.1, and with respect to LWB set forth in Section 13.2, of this Agreement.

“Firm Load” shall mean i) with respect to LWB, the power supply requirements (i.e., firm capacity and energy and associated Ancillary Services) of LWB’s retail electric customers within its electric service territory plus Losses, and ii) with respect to FMPA, the power supply requirements of FMPA’s All-Requirements Power Supply Project participants and counterparties, to whom FMPA has a contractual obligation to sell and deliver firm wholesale capacity and energy.

“Florida PSC” or “PSC” shall mean the Florida Public Service Commission.

“FMPA Transmission Agreement” means a Network Integration Transmission Service Agreement executed by and between FMPA and FPL pursuant to the FPL OATT that includes LWB as a load obligation and provides for the transmission of Wholesale Electric Service from the Delivery Point(s) to the Metering Point(s).

“FMPP” means Florida Municipal Power Pool.

“FPL” means Florida Power and Light Company.

“FPL Transmission System” means the transmission facilities operated by FPL in accordance with the FPL OATT.

“Fuel Energy Charge” shall have the meaning set forth in Appendix A.

“Interest Rate” shall have the meaning set forth in Section 5.1(c).

“kWh” shall mean kilowatt-hour.

“Letter of Credit” shall mean one or more irrevocable, transferable standby letters of credit issued by a U.S. commercial bank or a foreign bank with a U. S. branch with such bank having a credit rating of at least A- from S&P or A3 from Moody’s, in a form reasonably acceptable to the Party in whose favor the letter of credit is issued, the costs of which shall be borne by the applicant therefor.

“Losses” shall mean transmission line losses on the FPL Transmission System for Wholesale Electric Service between the Delivery Point(s) and the LWB’s electric system, as determined in accordance with FPL’s Open Access Transmission Tariff.

“LWB Interconnection Agreement” means an agreement executed by and between LWB and FPL that defines rights and responsibilities relating to design, engineering, construction, ownership, operation, and maintenance of facilities necessary for interconnected operations between LWB and FPL.

“LWB Transmission Agreement” means a Network Integration Transmission Service Agreement executed by and between LWB and FPL pursuant to the FPL OATT that provides for the transmission of Wholesale Electric Service from the Delivery Point(s) to the Metering Point(s).

“Metering Point(s)” shall mean the points of interconnection between the FPL Transmission System and the high side of the LWB substation transformers as defined in the LWB Interconnection Agreement and further specified in Appendix C.

“MW” shall mean Megawatt or 1000 kilowatts.

“MWh” shall mean Megawatt-hour or 1000 kilowatt hours.

“Non-Fuel Energy Charge” shall have the meaning set forth in Appendix A.

“OATT” shall mean Open Access Transmission Tariff.

“Party” and “Parties” shall have the meaning set forth in the first paragraph.

“Prudent Utility Practice” shall mean any of the applicable practices, methods and acts (i) required by the rules, regulations, policies and standards of state or federal regulatory authorities having jurisdiction in relation to operations or otherwise required by Applicable Law; or (ii) otherwise engaged in or approved by a significant portion of the electric utility industry during the relevant time period; which in each case in the exercise of reasonable judgment in light of the facts known or that should have been known at the time a decision was made, could have been expected to accomplish the desired result in a manner consistent with law, regulation, safety, environmental protection, economy, and expedition. Prudent Utility Practice is intended to be acceptable practices, methods or acts generally accepted and lawful in the region and is not intended to be limited to the optimum practices, methods or acts to the exclusion of all others.

“Resource Entitlement(s)” shall mean any ownership, entitlements, or contractual purchases of generating resources the output of which LWB has firm capacity and/or energy entitlement, including any future resource added to LWB’s portfolio as permitted by this Agreement, and as listed in Appendix D as modified from time to time.

“Requesting Party” shall have the meaning set forth in Section 16.2.

“Service Date” shall have the meaning set forth in Section 3.2.

“Term” shall have the meaning set forth in Article 3.

“Transmission Charge” shall have the meaning set forth in Appendix A.

“Wholesale Electric Service” shall have the meaning set forth in Section 2.1.

## **ARTICLE 2**

### **WHOLESALE ELECTRIC SERVICE**

#### **Section 2.1    Wholesale Electric Service.**

(a) Commencing on the Service Date and during the Term, in accordance with the terms and subject to the conditions hereof, FMPA shall sell and deliver electric capacity, energy, and associated Ancillary Services and LWB shall purchase and receive electric capacity, energy, and associated Ancillary Services, which services shall be referred to cumulatively as “Wholesale Electric Service” and consist of a partial-requirements supply of capacity and energy required to

serve all of LWB's retail load plus Losses and including i) associated Ancillary Services, ii) generating capacity reserves, and iii) replacement capacity or energy, or both, provided by FMPA in accordance with Section 2.4 below if applicable, but net of actual capacity available from the Resource Entitlements.

(b) During the Term, LWB shall have the right but not the obligation to make any or all of the following modifications to its Resource Entitlements:

- i) add up to 10 MW of renewable resources or battery energy storage system ("BESS") resources by providing 6 months prior notice to FMPA;
- ii) retire existing generation by providing 12 months prior notice to FMPA; and/or
- iii) participate in new generation entitlement or the purchase of a portion of the output of a generation resource by providing 24 months prior notice to FMPA.

## **Section 2.2 Transmission Service Arrangement.**

(a) The terms of the Agreement with respect to the nature of, and corresponding FMPA Charges for, the Wholesale Electric Service to be provided by FMPA under this Agreement are conditioned upon the understanding that the existing LWB Transmission Agreement will be replaced by LWB's incorporation into, and receipt of all necessary transmission service pursuant to, the FMPA Transmission Agreement. FMPA agrees to use its commercially reasonable best efforts to facilitate and assist LWB's transition from transmission service under the LWB Transmission Agreement to LWB's incorporation in and transmission service under the FMPA Transmission Agreement, and the Parties agree to cooperate in all actions necessary and to obtain all required approvals from governing bodies, regulatory authorities, and FPL to effectuate such transition and changes in transmission service.

(b) Prior to the Service Date FMPA will designate sufficient resources to supply Wholesale Electric Service, pursuant to the LWB Transmission Agreement and in conjunction with the Resource Entitlements, beginning with the Service Date and extending for the period of time until LWB's incorporation in and transmission service under the FMPA Transmission Agreement is effective.

(c) Prior to the Effective Date, if FMPA determines that incorporation of LWB into an FMPA Transmission Agreement is not feasible, cost-prohibitive, or not consistent with Prudent Utility Practice, FMPA shall immediately notify LWB of this determination, and the basis for this determination.

(d) FMPA shall act as agent for LWB to conduct business on LWB's behalf and in LWB's interest pursuant to, and in accordance with, the FPL OATT. Upon execution of this contract, LWB shall give notice to FPL that FMPA shall be agent for LWB pursuant to the FPL OATT.

(e) FMPA, as LWB's agent with respect to either the LWB Transmission Agreement or the FMPA Transmission Agreement, shall be responsible for timely securing the necessary transmission service to designate as network resources pursuant to the FPL OATT the following: i) the Resource Entitlements listed in Appendix D, ii) any generating resources not listed in Appendix D to which LWB has firm rights and can be dispatched to meet LWB Firm Load as requested by LWB, and iii) sufficient Wholesale Electric Service. Notwithstanding the foregoing, in the event that any Network Upgrades or Direct Assignment Facilities, as defined in FPL's OATT, are necessary in order to secure transmission service for the Wholesale Electric Service, LWB shall be responsible for such upgrades or facilities, subject to reimbursement, if applicable, pursuant to the FPL OATT.

### **Section 2.3. Energy Dispatch.**

(a) FMPA shall use commercially reasonable efforts to dispatch its generating and contract resources in conjunction with available LWB Resource Entitlements and other LWB resources, while respecting transmission service rights, any relevant system or transmission constraints, and the operating limitations of any given resource, to supply Wholesale Electric Service energy in a manner that is cost-effective and fair to both LWB and FMPA's All-Requirements Power Supply Project participants, and consistent with Prudent Utility Practice to meet LWB's Firm Load obligations as measured at the Metering Points. LWB shall follow instructions of FMPA, or its dispatch agent, and Balancing Authority operators regarding generation dispatch and operations.

(b) LWB shall provide FMPA with operating parameters for LWB Resource Entitlements and other LWB resources, including, without limitation, unit heat rates, start-up costs, variable or hourly operating maintenance costs, operating limitations, unit ramp times, or, if applicable, contractual dispatch rights and limitations for contracted Resource Entitlements, as well as Firm Load data and profile information, or other such information reasonably requested by FMPA to allow FMPA, or its dispatch agent, to dispatch the combined Wholesale Electric Service and LWB Resource Entitlements and other LWB resources in a manner consistent with Prudent Utility Practice to serve the entire LWB Firm Load.

(c) The amount of Wholesale Electric Service energy supplied by FMPA shall be calculated monthly after-the-fact on an hourly basis in the following order: i) any energy produced by LWB Resource Entitlements and other LWB resources will be accounted for and credited toward meeting LWB Firm Load obligations first, ii) energy to supply LWB Firm Load obligations beyond that supplied by LWB Resource Entitlements and other LWB resources will be supplied from the Wholesale Electric Service. The resulting amounts will be invoiced in accordance with Section 5.1 and Appendix A.

(d) FMPA agrees to dispatch the LWB Resource Entitlements and other LWB resources as necessary to serve LWB Firm Load in conjunction with the Wholesale Electric Service; however, FMPA is not obligated hereunder to secure capacity or energy necessary to serve LWB Firm Load that is in excess of the Wholesale Electric Service, if such LWB Firm Load



need in excess of the Wholesale Electric Service is caused by the unavailability of one or more LWB Resource Entitlements, subject to FMPA's ability to provide replacement capacity and energy in accordance with Section 2.4 below.

(e) To the extent LWB Resource Entitlements or other LWB resources produce energy for any purpose other than serving LWB Firm Load, such energy will be accounted for appropriately and LWB will be credited for any revenue earned minus any costs incurred by FMPA on the sale of such energy.

#### **Section 2.4 Resource Entitlement Replacement Service.**

(a) FMPA's obligations to provide capacity and energy to LWB under this Agreement is limited to the Wholesale Electric Service, as such amount is established pursuant to Section 2.1(a) of this Agreement. Notwithstanding the preceding sentence, to the extent LWB Resource Entitlements are unavailable for any reason, and the Wholesale Electric Service capacity is insufficient to meet LWB Firm Load obligations, FMPA shall use commercially reasonable efforts to supply replacement capacity in a cost-effective manner that is fair to both LWB and FMPA's All-Requirements Power Supply Project participants, consistent with Prudent Utility Practice and subject to the necessary transmission service to receive such replacement capacity being secured under the relevant transmission agreement. The cost of such replacement capacity will be passed through to LWB at FMPA's cost to procure such capacity or at the Capacity Charge if no such procurement is required.

(b) When a LWB Resource Entitlement is offline but available for economic dispatch, and more cost-effective energy is available to meet LWB's load requirements, FMPA shall provide such replacement energy, subject to available transmission service to receive such replacement energy, at the Fuel Energy Charge and Non-Fuel Energy Charge set forth in Appendix A as applicable.

(c) When a LWB Resource Entitlement used for capacity and/or energy purposes is offline for planned maintenance (including refueling in the case of St. Lucie) and LWB load requires such capacity and/or energy, FMPA shall provide such replacement capacity and/or energy at the Charges set forth in Appendix A.

#### **Section 2.5 Exclusivity of Supply.**

(a) During the Term, except as allowed for in and contemplated by Section 2.1(b), LWB shall not purchase or install electric capacity or energy, or energy storage, to serve any of its retail load requirements from any entity other than FMPA without the prior written consent of FMPA unless FMPA fails to furnish capacity or energy to LWB pursuant to the terms of this Agreement, except that this Section 2.5 is not intended, nor is it to be construed, to prohibit the interconnection and net metering of customer-owned renewable generation resources that are located on such customer's premises (i.e., the load side of the customer meter) and sized primarily to offset part or all of the retail customer's electric requirements with renewable energy.

(b) If, during the term of this Agreement, LWB installs a BESS, which is committed to FMPA dispatch by LWB, FMPA agrees to coordinate with LWB to establish parameters and directions for how the BESS will be dispatched by FMPA and for what purposes the BESS will be dispatched; provided, however, FMPA hereby agrees to not dispatch or charge the BESS in a manner adverse to LWB's interests, including without limitation, requiring the charging of the BESS during on-peak periods, or otherwise requiring the operation of the BESS in a manner inconsistent with safe and reliable operation of the BESS. FMPA and LWB agree that if LWB adds BESS, they will cooperate in establishing any necessary protocols and practices for the operation and use of the output of the BESS.

### **ARTICLE 3**

#### **TERM**

##### **Section 3.1. Effective Date.**

This Agreement shall be in force and effect on the date indicated in the first paragraph of this Agreement (the "Effective Date").

##### **Section 3.2. Service Date.**

The obligations of the Parties in respect to the supply, delivery, purchase and receipt of Wholesale Electric Service shall commence on January 1, 2026, at 12:00 a.m. E.S.T (the "Service Date").

##### **Section 3.3. Term.**

(a) This Agreement shall remain in effect through December 31, 2032, at 11:59 p.m. E.S.T. (the "Term"), unless terminated earlier under the terms of this Agreement. Termination or expiration of this Agreement shall not affect or excuse the performance of either Party under any provision of this Agreement that by its nature or terms survives any such termination or expiration.

(b) No less than three (3) years prior to the end of the Term as set forth Section 3.3(a), LWB may provide FMPA notice of its request to extend this Agreement for a period of no less than two additional years at Charges consistent with those shown in Appendix A for 2032, after allowing for annual escalation based on the Consumer Price Index for All Urban Consumers ("CPI-U") of the Capacity Charge and the Non-Fuel Energy Charge rates. FMPA may, in its sole discretion and within 60 days of receipt of such notice, inform LWB that it does not agree to extend the term for the two-year period. This provision does not limit the ability of the Parties to agree to different terms for such an extension.

### **ARTICLE 4**

#### **SALE AND PURCHASE**

##### **Section 4.1 Sale and Purchase**

(a) FMPA shall, at its cost and expense, sell and deliver Wholesale Electric Service to the Delivery Point(s) and LWB shall purchase and receive Wholesale Electric Service at the

Delivery Point(s) during the Term. The Charges for such sale and purchase shall be as set forth in Appendix A.

(b) FMPA is responsible for ensuring sufficient generating capacity reserves required to reliably serve the Wholesale Electric Service and any such additional generating capacity reserves carried by FMPA for this purpose will not factor into the calculation of the Charges.

(c) FMPA is responsible for delivering Wholesale Electric Service to the Delivery Point(s).

(d) The Wholesale Electric Service sold and delivered by FMPA to LWB hereunder shall be three phase, 60 hertz alternating current having a nominal voltage as specified by and otherwise in accordance with the relevant interconnection agreements.

(e) LWB acknowledges and agrees that FMPA, or its agent(s), shall have the absolute authority, which FMPA or its agent(s) may exercise in their sole discretion, to manage, control, operate and maintain the electricity resources used to supply Wholesale Electric Service to LWB under this Agreement. FMPA may serve LWB with energy from any resource(s) available to it without limitation.

(f) The sale of Wholesale Electric Service by FMPA under this Agreement does not constitute either: (1) a sale, lease, transfer, or conveyance of an ownership interest or contractual right in or to any specific generation facility or resource(s); or (2) a dedication of ownership or an entitlement to the capacity or output of any specific generation facility or resource.

(g) LWB shall provide FMPA with LWB load and generation data necessary for FMPA to perform its obligations under this Agreement during the Term of this Agreement, as requested by FMPA.

(h) LWB shall, at its own expense, comply with the FPL Interconnection Agreement.

(i) LWB shall, at its own expense, comply with any requirements specific to LWB pursuant to the FPL OATT which may include, without limitation, applicable power factor requirements and underfrequency load shedding requirements.

## **ARTICLE 5 PRICE AND BILLING**

### **Section 5.1 Billing and Payment.**

(a) On or before the 10th day following the last day of each month during the Term, FMPA shall provide to LWB an invoice showing the total amount due to FMPA for the preceding month, which invoice shall itemize (1) the monthly Capacity Charge; (2) the monthly Non-Fuel Energy Charge; (3) the monthly Fuel Energy Charge; (4) the monthly Transmission Charge; (5) any other payment amounts for which LWB is responsible under this Agreement for the previous month; and (6) any credit amounts for which LWB is due under this Agreement for the previous month. FMPA shall provide monthly invoices to LWB electronically via email.

(b) In addition to the payments set forth in Section 5.1(a) (Billing and Payment), each FMPA invoice shall include the following adjustments, as applicable:

(1) any billing corrections or adjustments, including charges or credits, or both, identified by either of the parties subsequent to the last invoice, which are not subject to interest;

(2) any billing corrections, including charges or credits, that the parties have mutually agreed upon or otherwise resolved in accordance with Section 5.4 (Billing Adjustments) subsequent to the last invoice, which are subject to interest in accordance with Section 5.4 (Billing Adjustments); and

(3) any delinquent amounts, which are subject to interest in accordance with Section 5.1(c) (Billing and Payment).

(c) Each monthly payment by LWB shall be due and payable on or before the 15<sup>th</sup> day after the date the invoice is transmitted to LWB, or the next business day if such day falls on a non-business day (the "Due Date"). LWB shall make payment to FMPA in accordance with Section 5.2 (ACH Deposit). If payment in full has not been received by FMPA on or before the Due Date, then LWB shall pay interest on the amount of LWB's monthly invoice not paid, in whole or in part, by the Due Date, from the Due Date until such amount is paid in full, together with all accrued interest. Such interest shall be compounded daily at the prime interest rate as published in the Wall Street Journal (the "Interest Rate").

## **Section 5.2 ACH Deposit.**

Payment shall be made by the transfer of funds from LWB's bank account, using an ACH Push or domestic Wire Transfer. No other payment methods are accepted, including cash, mailed check, or electronic check.

### **FMPA ALL-REQUIREMENTS O&M:**

Wells Fargo Bank, N.A.

ABA # 121000248

A/C # 4943550913

## **Section 5.3 Disputed Bills Must be Paid.**

(a) If, after receiving an invoice (or any other statement or bill pursuant to this Agreement), LWB reasonably questions or disputes the amount or propriety of any payment or amount claimed by FMPA to be due pursuant to this Agreement, LWB shall provide FMPA with written notice of such disputed invoice amount. FMPA and LWB shall cooperate in good faith to resolve any question or dispute prior to the Due Date. However, notwithstanding the notice of a disputed invoice amount, LWB shall make all payments in full in accordance with all invoices issued by FMPA. Adjustments with interest shall subsequently be made, if appropriate, as set forth in Section 5.4 (Billing Adjustments).

#### **Section 5.4    Billing Adjustments.**

(a)     LWB shall have twelve (12) months after the receipt of any invoice (or any other statement or bill made pursuant to this Agreement) to question or contest the amount or propriety of any charge or credit, or both, on such invoice, statement, or bill. In the event that LWB questions or disputes any such charge or credit, or both, FMPA shall, within 60 days of its receipt of any such question or dispute, review the subject charge or credit and notify LWB of the findings of its review. Any error in the amounts reflected on such disputed invoice, statement, or bill and the amount of any adjusted payment that either party is required to make as a result of such re-determination will be identified by FMPA in writing.

(b)     If, within twelve (12) months of issuance, FMPA discovers an error in any invoice issued pursuant to this Agreement, FMPA shall have the right to correct such invoice. Any invoice correction shall be in writing and shall state the specific basis for the correction. An invoice correction shall constitute a new invoice for all purposes of this Agreement.

(c)     Not later than the 15th day after receipt by LWB of written notification from FMPA of a billing adjustment pursuant to this Section 5.4 (Billing Adjustments), the party required to make such payments, if any, shall make payment to the other party in immediately available funds. If a billing adjustment made pursuant to this Section 5.4 (Billing Adjustments) results in a payment by FMPA to LWB, such amount shall include interest, compounded daily, at the Interest Rate from the date payment was received by FMPA until the date such payment together with all added interest is paid.

#### **Section 5.5    Availability of Records.**

Until the end of twelve (12) months after the receipt of any invoice, each party shall, at its own expense with respect to any invoice submitted or payment requested under this Agreement for Wholesale Electric Service provided to LWB, make available to the other party and each party may audit, such books and records of the other party (or other relevant information to which such party has access) as are reasonably necessary to calculate and determine the accuracy of amounts shown on such invoice to verify the appropriateness of the invoiced amounts. Upon written request and reasonable notice, each party shall make available to the other party copies of or access to such books and records during normal business hours, at such requesting party's sole expense for purposes of conducting such an audit. In the event either party determines that an invoice was not accurate or appropriate, it shall notify the other party in writing of the alleged discrepancy and, in its opinion, the necessary correction. Within 15 days following receipt of such notice, the party receiving such notice shall make such payments or take such other actions as are necessary to correct or dispute the alleged discrepancy.

## **ARTICLE 6**

### **SERVICE FACILITIES AND METERING**

#### **Section 6.1     Metering Points**

The LWB Firm Load shall be measured by primary and back-up metering equipment at or adjacent to the Metering Point(s) ("Billing Meters"), which metering equipment shall constitute the basis of measuring demand and energy and the computation of bills for demand charges and energy consumption charges. LWB has arranged for Billing Meters to be installed by FPL pursuant to the terms of the FPL Interconnection Agreement. In the event that FPL removes such meters, LWB shall, at its sole expense, furnish and install the Billing Meters, or arrange for them to be furnished and installed.

#### **Section 6.2     Witness Rights**

The Parties intend, subject to the extent of their rights under agreements with third-party meter owners, that each Party shall have the right in the presence of a representative of the Billing Meter owner and the other Party, to read and check the Billing Meters and associated metering equipment, for any reason, including when there is any dispute or disagreement as to the correctness of the readings or the accuracy of the Billing Meters or metering equipment. In the event of such dispute or disagreement, the Parties shall, subject to the applicable rights and obligations of LWB under the FPL Interconnection Agreement, within five (5) business days of notice of such dispute, retain a mutually agreeable independent inspector to test the Billing Meters and metering equipment per industry standards. The fees, costs and expenses of such test and inspection shall be borne equally by the Parties. The determination of the independent inspector as to the correctness of the reading of the Billing Meters and adjustments, if any, that are required to be made thereto, shall be rendered within thirty (30) days of referral of the dispute or disagreement, shall be in writing and shall be accepted by the Parties as final. The Parties agree that the Billing Meters and metering equipment will be considered accurate for purposes of billing and invoicing hereunder provided calibration is within the meter accuracy threshold set forth in the FPL OATT as of the date of this Agreement, or as the FPL OATT may be amended from time to time, fast or slow, of accuracy. Should any meter be beyond this range of accuracy, an adjustment shall be made pursuant to Section 6.6

#### **Section 6.3     Ownership and Maintenance of Meters**

Billing Meters owned by LWB shall be maintained in accordance with Prudent Utility Practice and the terms of the FPL OATT, which may be amended from time to time. LWB will use reasonable commercial efforts under the FPL Interconnection Agreement to cause Billing Meters owned by FPL to be maintained in accordance with Prudent Utility Practice and the terms of such agreement.

#### **Section 6.4     Meter Testing**

Billing Meters used to measure the LWB Firm Load hereunder will be tested and maintained in accordance with the applicable terms and conditions of the FPL OATT. LWB shall,

to the extent of its rights under the FPL OATT, extend to FMPA the rights of LWB to observe meter testing and inspection.

#### **Section 6.5      Check Meters**

If no FPL meters are available for use as back-up Billing Meters, LWB shall have the right to install at its own expense, check metering devices (“LWB’s Check Metering” or “LWB Check Meters”) which installation shall be reasonably acceptable to FMPA and shall be maintained consistent with Prudent Utility Practice. FMPA, at its own expense, shall have the right to inspect and test LWB’s Check Metering upon installation and at least annually thereafter. FMPA shall provide LWB with reasonable advance notice of, and permit a representative of LWB to witness and verify, such inspections and tests, provided that LWB shall not unreasonably interfere with or disrupt the inspection and testing activities of FMPA and FMPA shall comply with all of LWB’s safety standards.

#### **Section 6.6      Accuracy of Meters; Billing Adjustments**

If a Billing Meter fails to register, or if the measurement made by a Billing Meter is found upon testing to be inaccurate by more than the meter accuracy threshold set forth in the FPL OATT, as the FPL OATT may be amended from time to time, an adjustment shall be made correcting all measurements by the inaccurate or defective Billing Meter, for both the amount of the inaccuracy and the period of the inaccuracy, in the following manner:

(a) In the event that the primary Billing Meter is found to be defective or inaccurate, the Parties shall use the back-up Billing Meter or LWB’s Check Metering, if installed, to determine the amount of such inaccuracy, provided that LWB’s Check Metering has been tested and maintained in accordance with the provisions of Section 6.4. In the event that the Billing Meter, the back-up Billing Meter and the LWB Check Meters fail, the Parties shall estimate the amount of the necessary adjustment during periods of similar operating conditions when the Billing Meter was registering accurately. The adjustment shall be made for the period during which inaccurate measurements were made.

(b) In the event that the Parties cannot agree on the actual period during which the inaccurate measurements were made, the period during which the measurements are to be adjusted shall be the shorter of (i) the last one-half of the period from the last previous test of the Billing Meter to the test that found the Billing Meter to be defective or inaccurate, or (ii) the ninety (90) days immediately preceding the test that found the Billing Meter to be defective or inaccurate.

(c) To the extent that the adjustment period covers a period of deliveries for which billings have already been made by FMPA, FMPA shall use the corrected measurements as determined in accordance with this Article 6 to compute the adjustment necessary for the period of the inaccuracy and shall adjust billing for this period from such recomputed amount in the next monthly bill after the error is identified, and to the extent that FMPA has overbilled LWB for the Wholesale Electric Service hereunder, accrued interest on the amount of any overpayments by LWB shall be computed at the Interest Rate from the date FMPA received such overpayment by LWB until refunded or (if requested by LWB, credited) against future payment.

## **Section 6.7     Data Acquisition Equipment.**

(a) Real time data acquisition equipment required for FMPA to provide service to LWB pursuant to the terms and conditions of this Agreement shall be determined by FPL and FMPA, in their sole discretion, as deemed reasonably necessary for reliability, security, economics, and necessary or desirable monitoring of system operations. Telemetry and data requirements include real and reactive loads at the Metering Point(s). LWB shall be responsible for all costs of any additional equipment and communications circuits deemed necessary.

(b) All data acquisition equipment, wires, and other electrical equipment or systems furnished or installed by FPL or LWB pursuant to this Agreement will remain the property of FPL or LWB, respectively. LWB agrees that FMPA shall have no liability whatsoever for data acquisition equipment, wires, and other electrical equipment or systems owned by LWB or FPL.

## **ARTICLE 7 CONTINUITY OF SERVICE**

### **Section 7.1.     Interruptions.**

FMPA shall supply and deliver Wholesale Electric Service hereunder to the Delivery Point(s) on a firm basis equal to FMPA's Firm Load. FMPA shall not be responsible for any failure to deliver Wholesale Electric Service due to (a) transmission system operations beyond the Delivery Point(s) or (b) interruptions of transmission service necessary to deliver Wholesale Electric Service to LWB if initiated by the Florida Reliability Coordinating Council security coordinator. FMPA disclaims any liability for third-party claims arising out of any failure to supply Wholesale Electric Service hereunder, or for interruption, reversal or abnormal voltage of the supply. Neither FMPA, nor its agents shall be in breach of this Agreement by reason of, and shall have no liability whatsoever to LWB, and FMPA hereby expressly disclaims all third party liability for, any failure to make capacity available under this Agreement, or for any failure to deliver or any interruption in the delivery of energy under this Agreement or for any deficiency in the quality of service under this Agreement unless such failure is the sole result of the gross negligence or willful misconduct of FMPA.

### **Section 7.2.     Capacity Shortfalls.**

During the Term, in the event of a capacity shortfall that requires load interruption, FMPA shall take such action as set forth in and in accordance with Section 9.4 showing no adverse distinction between LWB and FMPA Firm Load.

### **Section 7.3.     Shortfall Notification.**

FMPA will promptly inform LWB as soon as possible under the circumstances upon becoming aware of any event, occurrence or circumstance that will result in load shedding or otherwise cause a material reduction or an interruption or suspension of delivery of the Wholesale Electric Service to LWB.



## **ARTICLE 8 DELIVERY VOLTAGE**

### **Section 8.1    Delivery Voltage**

The delivery voltage at the Delivery Point(s) shall be as agreed between FPL and FMPA. The delivery voltage at the Metering Point(s) shall be as agreed between FPL and LWB. FMPA and LWB shall maintain close coordination with respect to future delivery points in the interests of system reliability. Each party shall endeavor, to the extent practicable, to keep the other party advised of significant developments related to their respective power supply facilities.

## **ARTICLE 9 DELIVERY, LOSSES, AND SCHEDULING**

### **Section 9.1.    Delivery.**

(a)    Wholesale Electric Service shall be delivered by FMPA to LWB at the Delivery Point(s). Title to and risk of loss related to the Wholesale Electric Service shall transfer from FMPA to LWB at the Delivery Point(s) free and clear of all liens, security interests, claims and encumbrances or any interest therein or thereto by any person arising prior to the Delivery Point(s). FMPA shall not incur any expense or risk beyond the Delivery Point(s) and LWB shall not incur any expenses or risk up to and at the Delivery Point(s). LWB shall be responsible for all costs associated with delivery of Wholesale Electric Service from the Delivery Point(s) to LWB's electric distribution system, which costs may include, without limitation, transmission studies, upgrades to the FPL Transmission System, or any other costs pursuant to the FPL OATT.

(b)    LWB acknowledges and agrees that FMPA shall have no responsibility or liability for LWB Resource Entitlements, except as provided for in any agreement to which FMPA is a party. FMPA shall not be responsible for any transmission charges, energy imbalance penalties or other costs as a result of any failure to deliver the contractual amounts under any such agreements or failure of a LWB Resource Entitlement to perform.

### **Section 9.2.    Losses.**

FMPA will provide capacity and energy for Losses on the FPL Transmission System associated with the delivery of the Wholesale Electric Service between the Delivery Point(s) and the Metering Point(s). Losses shall be determined in accordance with FPL's approved OATT using FPL's published real power loss factor and accounted for in the Charges in accordance with Appendix A.

### **Section 9.3    Scheduling.**

LWB's electric load shall be included as a dynamically transferred load in the same Balancing Authority Area as FMPA. There is no scheduling required for the Wholesale Electric Service except as required to pay back Losses to FPL in kind via an interchange schedule. FMPA or its agent shall manage such Losses schedule as well as any scheduling required for delivery of the Resource Entitlements on behalf of LWB.

#### **Section 9.4    Constancy of Service; Load Shedding; BA Operator Instructions.**

(a)     FMPA shall provide Wholesale Electric Service with a priority and firmness equal to FMPA Firm Load.

(b)     Notwithstanding any other provision of this Agreement, during the Term, in the event that FMPA, or one of its agents, determines in its sole discretion that it is necessary or appropriate for FMPA or the FMPP balancing area to shed, interrupt, or curtail Firm Load due to an emergency situation (including for reason that adequate resources are not available), and FMPA or the balancing area operator does shed, interrupt or curtail such loads, then LWB's similar firm loads or interruptible/curtailable loads shall share among LWB and FMPA's Firm Load, on a pro rata basis based upon the ratio of LWB Firm Load to the total of LWB plus FMPA Firm Load in such interruption, curtailment or load shedding. Thereafter, LWB may restore service to such shed, interrupted or curtailed loads consistent with the restoration of service to FMPA's and the balancing area similar firm or interruptible/curtailable loads.

(c)     LWB shall follow Balancing Authority operator instructions regarding load shedding. If LWB does not follow the instructions of the system operations agent, and LWB's inaction results in FMPA having to purchase emergency or other energy, or results in any imbalance, unreserved use or other penalties to either FMPA or LWB, or any other penalties or costs, FMPA shall not be responsible for any such costs incurred by FMPA or LWB, or both.

#### **Section 9.5    Balancing Authority Area**

During the Term, LWB's Firm Load shall be dynamically transferred into the same Balancing Authority Area as FMPA's Firm Load. FMPA will work with LWB and FPL to facilitate changes to operating agreements, telemetry, calculations, or other data needed to effectuate the transfer prior to the Service Date.

#### **Section 9.6    Ancillary Services**

(a)     FMPA will provide the following Ancillary Services associated with the delivery of Wholesale Electric Service capacity and energy to LWB: Schedule 3 (Regulation and Frequency Response Service); Schedule 5 (Operating Reserve – Spinning Reserve Service); Schedule 6 (Operating Reserve – Supplemental Reserve Service). The costs for the FMPA provided Ancillary Services are included in the Charges.

(b)     FMPA will arrange for Schedule 1 (Scheduling, System Control & Dispatch Service) and Schedule 2 (Reactive Supply and Voltage Control Service) associated with energy transfers through the FPL Control Area (required to be purchased by NITS customers from FPL as operator of the FPL Control Area and transmission service provider), and any other required FPL OATT schedules not listed in Section 9.6(a), by virtue of LWB's incorporation into the FMPA Transmission Agreement. The cost for Schedules 1 and 2 will be accounted for in the Transmission Charges passed through to LWB.

## ARTICLE 10 CONDITIONS PRECEDENT

### **Section 10.1. Conditions to Obligations of LWB.**

The obligations of LWB under this Agreement to purchase and receive Wholesale Electric Service shall commence on the Service Date, and such obligations are subject to the fulfillment and satisfaction of each of the following conditions on or before December 31, 2025, any one of more of which may be waived only in writing, in whole or in part, by LWB:

(a) Representations, Warranties and Covenants True at the Effective Date. (i) All representations and warranties of FMPA contained in this Agreement shall be true and correct in all material respects as of the date when made and at and as of the Effective Date as though such representations and warranties had been made or given on such date (except to the extent such representations and warranties specifically pertain to an earlier date), except (A) for changes contemplated by this Agreement and (B) where the failure to be true and correct will not have a material adverse effect on LWB's rights, remedies or benefits under this Agreement; and (ii) FMPA shall have performed and complied with, in all material respects, its obligations that are to be performed or complied with by it hereunder prior to or on the Effective Date.

(b) No Material Adverse Change. No change in the business, properties, assets, generating resources, transmission system, financial condition, or results of operations shall have occurred and be continuing or with the passage of time, the giving of notice or both, shall be reasonably likely to occur which have a material adverse effect on FMPA's ability to perform its obligations under this Agreement.

(c) Absence of Litigation/Legislative Action. No claims, actions, suits, investigations, grievances, arbitrations or proceedings shall be pending or threatened against LWB or FMPA with respect to the transactions contemplated hereunder or the adverse outcome of which would have a material adverse effect on the ability of LWB or FMPA to perform its respective obligations under this Agreement.

(d) Required Approvals. This Agreement shall have been approved by the FMPA Executive Committee and the LWB City Commission.

(e) PSC Regulation. No new law shall be pending or passed which would cause LWB or FMPA to become regulated by the Florida PSC by virtue of its service duties under this Agreement or materially increase the cost to FMPA of providing Wholesale Electric Service to LWB.

(f) Transmission Service. LWB has obtained transmission service from FPL necessary to deliver Wholesale Electric Service from the Delivery Point(s) to LWB's electric system.

(g) Each Party shall notify the other Party promptly if any information comes to its attention prior to the Effective Date or prior to the Service Date, as applicable that it believes will potentially excuse such Party from the performance of its obligations under this Agreement or

might reasonably cause any condition set forth in this Article 10 not to be satisfied on or prior to the Service Date.

**Section 10.2. Conditions to Obligations of FMPA.**

The obligations of FMPA under this Agreement to sell and deliver Wholesale Electric Service shall commence on the Service Date, and such obligations are subject to the fulfillment and satisfactions, on or before the dates indicated, of each of the following conditions, any one or more of which may be waived only in writing, in whole or in part, by FMPA:

(a) Representations, Warranties and Covenants True at the Effective Date. (i) All representations and warranties of LWB contained in this Agreement shall be true and correct in all material respects when made and at and as of the Effective Date and at and as of the Service Date as though such representations and warranties had been made or given on such date (except to the extent such representations and warranties specifically pertain to an earlier date), except (A) for changes contemplated by this Agreement and (B) where the failure to be true and correct will not have a material adverse effect on FMPA's rights, remedies or benefits under this Agreement; and (ii) LWB shall have performed and complied with, in all material respects, its obligations that are to be performed or complied with by it hereunder prior to or on the Effective Date.

(b) Required Approvals. This Agreement shall have been approved by the FMPA Executive Committee and the LWB City Commission.

(c) No Material Adverse Change. No material adverse change in LWB's electric facilities, electric business, financial condition, or results of operations shall have occurred and be continuing, or with the passage of time, the giving of notice or both, shall be reasonably likely to occur as of the Service Date.

(d) Absence of Litigation/Legislative Action. No claims, actions, suits, grievances, investigations, arbitrations or proceedings shall be pending or threatened against LWB or FMPA with respect to this Agreement which might have a material adverse effect on the ability of LWB or FMPA to perform its respective obligations under this Agreement.

(e) PSC Regulation. No new law shall be pending or passed which would cause LWB or FMPA to become regulated by the Florida PSC by virtue of its service duties under this Agreement or materially increase the cost to FMPA of providing Wholesale Electric Service to LWB.

(f) Transmission Service. LWB has obtained transmission service from FPL necessary to deliver Wholesale Electric Service from the Delivery Point(s) to LWB's electric system.

(g) Each Party shall notify the other Party promptly if any information comes to its attention prior to the Effective Date or prior to the Service Date, as applicable that it believes will potentially excuse such Party from the performance of its obligations under this Agreement or might reasonably cause any condition set forth in this Article 10 not to be satisfied on or prior to the Service Date.

## **ARTICLE 11 REPRESENTATIONS AND WARRANTIES**

### **Section 11.1. General Representation and Warranties.**

Each Party hereby represents and warrants to the other that:

(a) It is duly organized, validly existing and in good standing under the laws of its jurisdiction of organization and is duly qualified to do business in all jurisdictions where such qualification is required.

(b) LWB's payment obligations under this Agreement are Operating Costs as defined in LWB's existing Bond Resolution No.45-2020, adopted by the City Commission of LWB on October 6, 2020, as the same has been amended and supplemented, and particularly as amended by Resolution No. 35-2022, adopted by the City Commission of LWB on June 7, 2022, and as supplemented by Resolution No. 20-2025, adopted by the City Commission of LWB on April 29, 2025 (collectively, the "Resolution"), and are subject to all the terms and conditions of the Resolution. Further, LWB hereby covenants and represents to FMPA that it will not amend the Resolution to alter the status of LWB's payment obligations under this Agreement as Operating Costs without the prior written consent of FMPA.

(c) It has or will have prior to the Effective Date full power and authority to enter this Agreement and perform its obligations hereunder. The execution, delivery and performance of the Agreement have been duly authorized by all necessary municipal and other action and do not and will not contravene its organization documents or conflict with, result in a breach of, or entitle any party (with due notice or lapse of time or both) to terminate, accelerate or declare a default under, any agreement or instrument to which it is a party or by which it is bound.

(d) The execution, delivery and performance by it of this Agreement will not result in any violation by it of any law, rule or regulation applicable to it. It is not a party to, nor subject to or bound by, any judgment, injunction or decree of any court or other governmental entity which may restrict or interfere with the performance of this Agreement by it or may materially and adversely affect the business, property, financial condition, results of operations or prospects of such Party.

(e) This Agreement is a valid and binding obligation, enforceable against it in accordance with its terms, except as (i) such enforcement may be subject to bankruptcy, insolvency, reorganization, moratorium or other similar laws now or hereafter in effect relating to creditors' rights generally; (ii) to judicial discretion; (iii) the valid exercise of the sovereign police powers of the State of Florida and the constitutional powers of the United States of America; and (iv) the remedy of specific performance and injunctive relief may be subject to equitable defenses and to the discretion of the court before which any proceeding therefor may be brought.

(f) Except for approvals by the FMPA Executive Committee and the LWB City Commission, no consent, waiver, order, approval, authorization or order of, or registration, qualification of filing with, any court or other governmental agency or authority or other person is required for the execution, delivery and performance by such Party of this Agreement and the consummation by such Party of the transactions contemplated hereby. No consent or waiver of any party to any contract to which such Party is a party or by which it is bound is required for the execution, delivery and performance such Party of this Agreement that has not been or will by the Effective Date have been duly obtained.

(g) There is no action, suit, grievance, arbitration or proceeding pending or, to the knowledge of such Party, threatened against or affecting such Party at law or in equity, before any federal, state, municipal or other governmental court, department, commission, board, arbitrator, bureau, agency or instrumentality which prohibits or impairs its ability to execute and deliver this Agreement or to consummate any of the transactions contemplated hereby. Such Party has not received written notice of and otherwise is not aware of any such pending or threatened investigation, inquiry or review by any governmental entity.

#### **Section 11.2. Disclaimers.**

**EXCEPT AS EXPRESSLY SET FORTH HEREIN, EACH PARTY EXPRESSLY DISCLAIMS ANY REPRESENTATION OR WARRANTY, WRITTEN OR ORAL, STATUTORY, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY REPRESENTATIONS OR WARRANTIES WITH RESPECT TO MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE WITH RESPECT TO THE PROVISION OR FITNESS FOR ANY PARTICULAR PURPOSE WITH RESPECT TO THE PROVISIONS OR RECEIPT OF WHOLESALE ELECTRIC SERVICE HEREUNDER, ALL OF WHICH ARE HEREBY EXPRESSLY EXCLUDED AND DISCLAIMED.**

### **ARTICLE 12 SECURITY**

#### **Section 12.1. LWB Credit Rating.**

LWB shall maintain a rating on senior unsecured debt securities of LWB by Standard and Poor's Corporation, Moody's Investors Service, Inc., Fitch IBCA or another nationally recognized rating service reasonably acceptable to FMPA of BBB+ (Standard and Poor's), Baa1 (Moody's) or BBB+ (Fitch) or its equivalent, or a rating equivalent to FMPA senior unsecured debt securities, whichever is lower. In the event that LWB's credit rating fails to meet said credit rating standard and LWB fails to restore its credit rating to such specified minimum rating standing within 12 months after its rating has fallen, LWB shall notify FMPA thereof and shall upon request by FMPA provide a Letter of Credit, cash or bond sufficient to assure LWB's due performance of its purchase and payment obligations under this Agreement in an amount equal to the amount that FMPA reasonably estimates that the LWB would owe to FMPA for the three months of the calendar year

in which the LWB's bills are expected to be the highest. This requirement does not create or imply that any amounts owed under this Agreement by LWB are secured by a pledge of electric revenues or ad valorem taxes. This Agreement does not create a lien or a right to place a lien against any property of LWB. Further, this Agreement does not pledge LWB's electric revenues, ad valorem taxes or any other revenue source of LWB.

#### **Section 12.2. FMPA Credit Rating.**

FMPA shall maintain a rating on senior unsecured debt securities of FMPA by Standard and Poor's Corporation, Moody's Investors Service, Inc., Fitch IBCA or another nationally recognized rating service reasonably acceptable to LWB of BBB+ (Standard and Poor's), Baa1 (Moody's) or BBB+ (Fitch) or its equivalent. In the event that FMPA's credit rating fails to meet said credit standing and FMPA fails to restore its credit rating to said standing within 12 months after its rating has fallen, FMPA shall notify LWB thereof and shall upon request by LWB provide a Letter of Credit, cash or bond sufficient to assure FMPA's due performance under this Agreement in an amount equal to the amount that FMPA reasonably estimates that the LWB would owe to FMPA for the three months of the calendar year in which the LWB's bills are expected to be the highest.

### **ARTICLE 13 EVENTS OF DEFAULT**

#### **Section 13.1. Events of Default by FMPA.**

Any one or more of the following shall constitute an "Event of Default" hereunder with respect to FMPA:

(a) FMPA shall fail to pay any amounts to be paid by FMPA hereunder to LWB and such failure shall continue for a period of more than ten (10) days after notice by LWB.

(b) A default shall occur in the performance of any other material covenant or condition to be performed by FMPA hereunder (other than a default specified in Section 13.1(a), which shall be subject to the ten (10) day cure period specified therein) and such default shall continue unremedied for a period of thirty (30) days after notice from LWB specifying the nature of such default; provided, however, that if such default (other than the failure to make payments when due) cannot reasonably be remedied by FMPA within thirty (30) days, subject to commencement of action to remedy the default within such thirty (30) day period, FMPA shall have up to an additional ninety (90) days to remedy the default.

(c) A custodian, receiver, liquidator or trustee of FMPA or of all or substantially all of its property is appointed or takes possession and such appointment or possession remains uncontested or in effect for more than sixty (60) days; or FMPA makes an assignment for the benefit of its creditors or admits in writing its inability to pay its debts as they mature; or FMPA is adjudicated bankrupt or insolvent; or an order for relief is entered under the Federal Bankruptcy Code against FMPA; or all or substantially all of its material property is sequestered by court order and the order remains in effect for more than sixty (60) days; or a petition is filed against FMPA under any bankruptcy, reorganization, arrangement, insolvency, readjustment of debt, dissolution

or liquidation law of any jurisdiction, whether now or subsequently in effect, and is not stayed or dismissed within sixty (60) days after filing.

(d) FMPA files a petition in voluntary bankruptcy or seeks relief under any provision of any bankruptcy, reorganization, arrangement, insolvency, readjustment of debt, dissolution or liquidation law of any jurisdiction, whether now or subsequently in effect; or consents to the filing of any petition against it under any such law; or consents to the appointment of or taking possession by a custodian, receiver, trustee or liquidator of FMPA or all or substantially all of the property of either.

(e) FMPA fails to meet its obligations to deliver all or part of the Wholesale Electric Service pursuant to the terms of this Agreement, which failure is not excused under this Agreement, and such unexcused failure is not remedied within seven (7) Business Days after written notice.

### **Section 13.2. Events of Default by LWB.**

Any one or more of the following shall constitute an “Event of Default” hereunder with respect to LWB:

(a) LWB shall fail to pay any amounts to be paid by LWB hereunder to FMPA and such failure shall continue for a period of more than ten (10) days after notice by FMPA.

(b) Default shall occur in the performance of any material covenant or condition to be performed by LWB hereunder (other than a default specified in Section 13.2(a), which shall be subject to the ten (10) day cure period specified therein) and such default shall continue unremedied for a period of thirty (30) days after notice from FMPA specifying the nature of such default; provided, however, that if such default cannot reasonably be remedied by LWB within thirty (30) days, subject to commencement of action to remedy the default within such thirty (30) day period, LWB shall have up to additional ninety (90) days to remedy the default.

### **Section 13.3. Remedies.**

The Parties shall have the following remedies available to them with respect to the occurrence of an Event of Default with respect to the other Party hereunder:

(a) Upon the occurrence of an Event of Default by either Party hereunder, the non-defaulting Party shall have the right to (i) invoice and collect all amounts then due to it from the defaulting Party hereunder (subject to any applicable limitation of liability or cap on damages), and (ii) terminate this Agreement at any time during the continuation of such Event of Default upon written notice to the defaulting Party. Notwithstanding any other provision of this Agreement, after the occurrence of an Event of Default and for so long as the Event of Default is continuing and has not been cured, the non-defaulting Party shall have the right, upon written notice to the defaulting Party, to suspend all performance under this Agreement until such Event of Default has been cured. In addition, if FMPA is the defaulting Party, then LWB shall have the right in addition to its other rights and remedies, but not the obligations, during the continuation of such default and prior to any termination of this Agreement, to purchase energy, capacity, and



Ancillary Services in a commercially reasonable manner considering the circumstances of such default, from third parties and have such delivered to the Delivery Point(s) in quantities sufficient to cover any shortfall in Wholesale Electric Service resulting from such default, and FMPA shall reimburse LWB for all costs, including, but not limited to, out-of-pocket and internal costs, and reasonable consultant and attorneys' fees, incurred by LWB related to such third-party purchase in excess of the cost that LWB would otherwise have incurred for Wholesale Electric Service hereunder. The foregoing sentence shall not prevent LWB from seeking and recovering monetary damages against FMPA in the event LWB terminates this Agreement due to FMPA's breach of this Agreement, including without limitation, similar damages as specified above. If LWB is the defaulting Party and, by reason of LWB's default, FMPA is not receiving all or a portion of the payments in accordance with the terms hereof, then FMPA shall have the right, but not the obligation, during the continuation of such default (after the applicable cure period has expired) and prior to any termination of this Agreement to discontinue Wholesale Electric Service to LWB upon five (5) days prior notice of such intent.

(b) In addition to the remedies set forth in Section 13.3(a), either Party may pursue against the other Party any legal rights and remedies made available under Florida Law.

## **ARTICLE 14**

### **LIMITATION OF LIABILITY**

#### **Section 14.1. No Consequential Damages.**

NOTWITHSTANDING ANYTHING IN THE AGREEMENT TO THE CONTRARY, NO PARTY SHALL BE LIABLE FOR CONSEQUENTIAL, INCIDENTAL, PUNITIVE, EXEMPLARY OR INDIRECT DAMAGES, BY STATUTE, IN TORT OR CONTRACT, INCLUDING WITHOUT LIMITATION, LOST PROFITS, LOST REVENUES, COST OF CAPITAL; LOSS OF USE, LOSS OF GOODWILL, REPLACEMENT POWER OR CLAIMS OF CUSTOMERS, UNLESS SUCH DAMAGES ARE A COMPONENT OR ELEMENT OF A CLAIM THAT IS SUBJECT TO INDEMNIFICATION HEREUNDER AND/OR COVERED UNDER A PRIMARY POLICY OF LIABILITY INSURANCE REQUIRED HEREIN. FURTHER, ANY DAMAGES THAT ARE SPECIFICALLY AUTHORIZED UNDER THIS AGREEMENT SHALL NOT BE CONSIDERED CONSEQUENTIAL DAMAGES UNDER THIS SECTION.

## **ARTICLE 15**

### **INDEMNIFICATION**

#### **Section 15.1. Indemnification by FMPA.**

To the extent permitted by Florida law and subject to the limitations set out in Article 14, and subject to and as limited by the waiver of sovereign immunity recovery limits provided for in section 768.28(5), Florida Statutes, FMPA shall indemnify, defend, and hold harmless LWB and its respective officials, officers, directors, agents, representatives, and employees from and against any and all loss, costs, expense, claims, demands, liabilities (including reasonable attorneys' fees

at all trial and appellate levels), judgments, fines, settlements, and other amounts arising from and/or relating to the negligence of FMFA in performing its duties under this Agreement.

**Section 15.2. Indemnification by LWB.**

To the extent permitted by Florida law and subject to the limitations set out in Article 14, and subject to and as limited by the waiver of sovereign immunity recovery limits provided for in section 768.28(5), Florida Statutes, LWB shall indemnify, defend, and hold harmless FMFA, and its respective officials, officers, directors, agents, representatives, and employees from and against any and all loss, costs, expense, claims, demands, liabilities (including reasonable attorneys' fees at all trial and appellate levels), judgments, fines, settlements, and other amounts arising from and/or relating to the negligence of the LWB in performing its duties under this Agreement.

**Section 15.3 Sovereign Immunity.**

Nothing in this Agreement shall be construed or interpreted as a waiver of either Party's rights to sovereign immunity under Florida law or consent by either Party to be sued by a third party.

**ARTICLE 16  
DISPUTE RESOLUTION**

**Section 16.1. Resolution by Officers of the Parties.**

Except as otherwise expressly, specifically set forth herein, in the event of any dispute between the Parties as to a matter referred to herein or as to the interpretation of any part of this Agreement, including this Section 16.1 or as to the determination of any rights or obligations or entitlements arising from or related to this Agreement or as to the calculation of any amounts payable under this Agreement, the Parties shall refer the matter to their respective duly authorized representatives, for resolution. Should such representatives of the respective Parties fail to resolve the dispute within twenty (20) days from such referral, the Parties agree that any such dispute shall be first referred to non-binding mediation in accordance with Section 16.2. Should mediation be unsuccessful within the time specified in Section 16.2, the Parties may pursue any legal or equitable remedies available under Florida law.

**Section 16.2. Mediation Procedures.**

A Party submitting a dispute to non-binding mediation pursuant to the procedures set forth in Florida Statutes, Section 44.101 (the "Requesting Party") shall do so by delivering to the other Party a notice demanding or requesting, as the case may be, mediation of the dispute and naming three acceptable mediators. Within ten (10) days after the receipt of the notice from the Requesting Party, the other Party shall, in writing, serve upon the Requesting Party a notice of acceptance of one of the three mediators provided or offer three alternate mediators for consideration. Within five (5) days, the Parties shall confer and mutually agree and appoint a mediator from the lists provided. To the extent practicable, the mediator shall have special competence and experience with respect to the subject matter of the dispute(s). No mediator appointed shall have the power to render any binding or enforceable award, order, decree or disposition or amend or add to this

Agreement. Within ten (10) days after the mediator is appointed, a time and date for the mediation shall be scheduled and documented in writing. The mediator thereupon shall proceed promptly to hear and facilitate an amiable resolution of the controversy. If mediation is successful, any settlement achieved through mediation shall be confidential to the extent permissible under Florida law and not in violation of Chapter 119 or Section 286.011, Florida Statutes, and made in writing and in duplicate, and one copy shall be delivered to each of the Parties. Each Party shall pay the costs of its own counsel and share equally the fee and cost of the mediator.

### **Section 16.3 Settlement.**

If the resolution of the dispute and the terms of any settlement agreement, amendment to the Agreement or other document or instrument executed in connection therewith will require the approval of the governing board of a Party, a request for such approval shall be promptly submitted for the governing board's consideration. If approved by the governing board(s), the decision of mediator and any award made hereunder shall be binding upon each Party and the successors and assigns and any trustee or receiver of each Party.

### **Section 16.4. Legal Remedies and Waiver of Jury Trial.**

If mediation is unsuccessful, either Party may pursue any legal rights and remedies made available under this Agreement and Florida Law.

**WAIVER OF JURY TRIAL - TO ENCOURAGE PROMPT AND EQUITABLE RESOLUTION OF ANY LITIGATION, EACH PARTY HEREBY WAIVES ITS RIGHTS TO A TRIAL BY JURY IN ANY LITIGATION RELATED TO OR ARISING FROM THIS AGREEMENT INCLUDING WITHOUT LIMITATION ANY COUNTERCLAIMS.**

### **Section 16.5. Continued Performance.**

Except to the extent a Party has the right to suspend performance under Section 13.3 hereof, no dispute shall interfere with the Parties' continued fulfillment of their obligations under this Agreement pending the outcome of the mediation process or a decision by the Florida courts.

## **ARTICLE 17 FORCE MAJEURE**

### **Section 17.1. Force Majeure Standard.**

A Party shall be excused from performing its obligations under this Agreement and shall not be liable in damages or otherwise, if and only to the extent that it is unable to so perform or is prevented from performing by an event of Force Majeure.

### **Section 17.2. Force Majeure Definition.**

An event of "Force Majeure" means an event of circumstance that prevents or unduly frustrates the performance by a Party of its obligations under this Agreement (other than the duty to make payments when due, which shall not be excused by Force Majeure) which is not within the reasonable control of, or the result of the negligence of, such Party and which by the exercise of due diligence such Party is unable to overcome or avoid. Force Majeure includes, without

limitation, hurricanes, tornadoes, flood, lightning, drought, earthquake, fire, explosion, terrorist attack, civil disturbance, strikes, acts of God, acts of the public enemy, orders, or directives of authorized federal, state or local governmental entities (including the state security coordinator), restraints and requirements of the government and governmental agencies, either federal, state or local, civil or military, or any other cause beyond a Party's control. Force Majeure shall not include (i) events affecting the cost of operating any generating facility, (ii) changes in market conditions which cause the price of energy or capacity to fluctuate including without limitation, weather, fuel prices, supply, and demand, or (iii) the inability of a Party to make a profit or avoid a loss in performing its obligations under this Agreement.

### **Section 17.3. Obligation to Diligently Cure Force Majeure.**

If a Party shall rely on the occurrence of an event of Force Majeure as a basis for being excused from performance of its obligations under this Agreement, then such Party shall:

(a) As further described below, provide written notice to the other Party promptly but in no event later than three (3) days after the occurrence of the event or condition giving an estimate of the expected duration and the probable impact on the performance of its obligations hereunder;

(b) Exercise all reasonable efforts to continue to perform its obligations hereunder;

(c) Expeditiously take reasonable action to correct or cure the event or condition excusing performance, provided that settlement of strikes or other labor disputes shall be completely within the sole discretion of the affected Party; and

(d) Exercise all reasonable efforts to mitigate or limit damages to the other Party. FMPPA's reasonable efforts to mitigate or limit damage to LWB upon the occurrence of a Force Majeure impacting FMPPA's power generation and transmission systems includes a diligent effort to purchase on the open market from other power generators and deliver electricity to LWB at the Delivery Point(s), the costs of which shall be shared on a pro rata basis among LWB and FMPPA's Firm Load.

Notice under this provision may be provided consistent with the ordinary course of the day-to-day performance and administration of this Agreement with formal notice provided consistent with Section 18.2 herein within five (5) business days consistent with subsection (a) above. For a continuing event of Force Majeure, only one (1) notice consistent with Section 18.2 is required.

## **ARTICLE 18 MISCELLANEOUS**

### **Section 18.1. Assignment; Successors and Assigns.**

This Agreement shall inure to the benefit of and bind the respective successors and permitted assigns of the Parties, including any successor to any Party by consolidation, merger, or acquisition of all or substantially all of the assets of such Party. No assignment by any Party (or any successor or assignee thereof) of its rights and obligations hereunder shall be made or become effective without the prior written consent of the other Party in each case obtained (which in the

case of an assignment by FMMPA shall include approval by the City Commission of LWB), which consent shall not be unreasonably withheld, conditioned or delayed. Any assignments by any Party shall be in such form as to ensure that such Party's obligations under this Agreement will be assumed, accepted and honored fully and timely by any transferee, assignee or successor party.

**Section 18.2. Notices.**

With the exception of communications within the ordinary course of the day to day performance and administration of this Agreement, all notices, requests and other communications hereunder (herein collectively a "notice" or "notices") shall be deemed to have been duly delivered, given or made to or upon any Party if in writing and delivered by hand against receipt, or by certified or registered mail, postage pre-paid, return receipt requested, or to a courier who guarantees next business day delivery **and via** email to such Party at its address and email address(es) set forth below or to such other address or email address as such Party may at any time, or from time to time, direct by notice given in accordance with this Section 18.2.

IF TO FMMPA:

Chief System Operations & Technology Officer  
Florida Municipal Power Agency  
8553 Commodity Circle  
Orlando, FL 32819  
Tel. 407-355-7767  
Email: [chris.gowder@fmmpa.com](mailto:chris.gowder@fmmpa.com)

With required copy to:

Office of the General Counsel  
Florida Municipal Power Agency  
2061-2 Delta Way  
Tallahassee, FL 32303-4240  
P.O. Box 3209  
Tel. 850-297-2011  
Email: [jody.finklea@fmmpa.com](mailto:jody.finklea@fmmpa.com)  
[dan.ohagan@fmmpa.com](mailto:dan.ohagan@fmmpa.com)

IF TO LWB:

City of Lake Worth Beach  
Attn: Electric Utilities Director  
1900 2<sup>nd</sup> Avenue North  
Lake Worth Beach, Florida 33461  
Tel: (561) 586-1670  
Email: [eliberty@lakeworthbeachfl.gov](mailto:eliberty@lakeworthbeachfl.gov)

With required copy to:

City of Lake Worth Beach  
Attn: City Attorney  
7 N. Dixie Highway  
Lake Worth Beach, FL 33460  
Tel: (561) 686-8700  
Email: christy@torcivialaw.com

The date of delivery of any such notice, request or other communication shall be the earlier of (i) the date of actual receipt or (ii) three (3) business days after such notice, request or other communication is sent by certified or registered mail, (iii) if sent by courier who guarantees next business day delivery, the business day next following the day such notice, request or other communication is actually delivered to the courier or (iv) the day actually telecopied (with confirmation by return telecopy if on a business day, and if not, then the first business day thereafter).

**Section 18.3. Governing Law.**

The rights and obligations of the Parties shall be construed and interpreted in accordance with the substantive law of the State of Florida without giving effect to its principles for choice of law.

**Section 18.4. Confidentiality.**

Each Party shall keep confidential, and shall not disseminate to any third party (other than such Party's consultants, attorneys, and advisors) or use for any purpose other than the performance, administration, management and enforcement of this Agreement (except with the written authorization of the other Party), any information received from the other that is designated as confidential or proprietary by the other Party unless legally compelled by the Florida Public Records Law (Chapter 119, Florida Statutes) disclosure requirements, deposition, inquiry, request for documents, subpoena, civil investigative demand or similar process, or by order of a court or tribunal of competent jurisdiction or in order to comply with applicable rules or requirements of any government department or agency or other regulatory authority, or other legal requirement or as necessary to enforce the terms of this Agreement. This Section 18.4 shall survive the termination of this Agreement for a period of two (2) years. If any Party is compelled to disclose any confidential information of the other Party that is exempt from the disclosure requirements of the Florida Public Records Law, such Party shall provide the other Party with prompt notice of the requirement to disclose confidential information in order to enable the other Party, at such other Party's costs and expense, to seek an appropriate protective order or other remedy, and such Party shall consult with the other Party with respect to the other Party taking steps to resist or narrow the scope of any required disclosure. The Parties shall reasonably coordinate in the preparation and issuance of all publicity relating to this Agreement.

**Section 18.5. No Partnership.**

Nothing contained in this Agreement shall be construed to create a partnership, joint venture or other legal relationship that may invoke fiduciary obligations between the Parties.

**Section 18.6. Captions.**

The captions to sections throughout this Agreement and attachments and appendices hereto are intended solely for ease of reference and to facilitate reading and reference to all sections and provisions of this Agreement and such attachments and appendices. Such captions shall not affect the meaning or interpretation of this Agreement or such attachment or appendices.

**Section 18.7. Entire Agreement and Amendments.**

This Agreement and all of the attachments and appendices referred to herein sets forth the entire agreement of the Parties with respect to the subject matter herein and takes precedence over all prior discussions or understandings. This Agreement may not be amended, modified or changed except by an agreement in writing signed by the Parties after approval of each Party's governing body. Appendices C and D may be modified by the Parties from time to time as they agree to reflect changes as they occur, without the formality of signed documents, evidenced by email or other means to memorialize the Parties' agreement.

**Section 18.8. Severability.**

The invalidity or unenforceability of any provisions of this Agreement shall not affect the other provisions hereof. If any provision of this Agreement is held to be invalid, such provision shall not be severed from this Agreement; instead, the scope of the rights and duties created thereby shall be reduced to the minimum extent necessary to conform such provision to Applicable Law, preserving to the greatest extent the intent of the Parties to create such rights and duties as set out herein. If necessary to preserve the intent of the Parties, the Parties shall negotiate in good faith to amend this Agreement, adopting a substitute provision for the one deemed invalid or unenforceable that is legally binding and enforceable.

**Section 18.9 Further Assurances.**

In connection with this Agreement and the transactions contemplated hereby, upon the request of either Party the other Party shall execute and deliver any additional documents and instruments and perform any additional acts that may be reasonably necessary or appropriate to effectuate and perform the provision of this Agreement and such transactions and the intention of the Parties.

**Section 18.10 Laws and Regulations.**

(a) This Agreement and the rights, obligations, and performances of the Parties under this Agreement are subject to all applicable state, local, and federal laws, and to all duly promulgated orders and other duly authorized actions of governmental authorities having jurisdiction ("Applicable Laws"). Each Party hereto shall be responsible for taking all necessary

actions to satisfy any regulatory and other requirements that may be imposed by any Applicable Laws that may be in effect from time to time relative to the performance of such Party hereunder.

(b) If FMPA's activities hereunder become subject to or affected by a change in Applicable Law that is promulgated after the Effective Date of this Agreement and that results in any additional or new costs, expenses, charges, fees and/or assessments that are attributable or related (in whole or in part) to the production and/or provision of Wholesale Electric Service, including environmental-related costs, renewable portfolio standards (only if applicable to wholesale contracts), tax adjustments, charges, fees, or expenses incurred by FMPA to supply the Wholesale Electric Service and such costs, whether incurred as part of a voluntary or compulsory measure, are to be recovered through FMPA's wholesale electric rates ("Change in Law Costs"), FMPA shall as promptly as reasonably practicable after becoming aware of the Change in Law Costs notify in writing LWB of such change in Applicable Law and shall meet in person or via teleconference to discuss such Change in Law Costs. Such notice shall provide FMPA's reasonably-determined estimate of the \$/MWh cost impact of the Change in Law Costs, together with the underlying data supporting FMPA's estimate. If the Change in Law Costs for any change in Applicable Law exceeds \$2/MWh, the Parties shall negotiate in good faith to restructure the Charges set forth in this Agreement in a manner intended to place the Parties in the same position as if the change in Applicable Law had not occurred. If the Parties are unable to reach agreement on a mutually acceptable restructuring within sixty (60) days after LWB's receipt of FMPA's written notice of the change in Applicable Law in excess of \$2/MWh, the Charges shall automatically be amended to reflect the Change in Law Costs as of the date those Change in Law Costs take effect, and:

(1) LWB shall have the right to:

- (i) during the first one-hundred and fifty (150) days following the sixty (60) day negotiation period, upon written notice to FMPA, terminate this Agreement as of the date specified in such notice; or
- (ii) after the first one-hundred and fifty (150) days following the sixty (60) day negotiation period, upon thirty (30) days prior written notice to FMPA at any time during the remainder of the Term, terminate this Agreement as of the date specified in such notice.

(c) Any termination under this Section 18.10 shall be without any further liability or obligations owing between the Parties except concerning liabilities and obligations incurred up until the effective date of termination.

#### **Section 18.11. Counterparts.**

This Agreement and any amendment or modification hereto may be executed simultaneously in two or more counterparts, any of which need not contain the signatures of more than one Party, but all such counterparts taken together shall constitute one and the same Agreement or instrument.



#### **Section 18.12. Interpretation.**

In the event of any dispute concerning the construction or interpretation of this Agreement or any ambiguity hereof, there shall be no presumption that this Agreement or any provision hereof be construed against the Party who drafted this Agreement. In this Agreement, unless the context otherwise requires, the singular shall include the plural, the masculine shall include the feminine and neuter, and vice versa; the term “includes” or “including” shall mean including, without limitation; references to an Article, Section, Appendix or Schedule shall mean an Article, Section, Appendix or Schedule of this Agreement; and the terms “hereof”, “herein”, “hereto”, “hereunder”, and “herewith” refer to this Agreement as a whole. Reference to a given agreement or instrument shall be a reference to that agreement or instrument as modified, amended, supplemented and restated through the date as of which such reference is made.

#### **Section 18.13. Independent Relationship.**

Unless specifically and expressly set forth herein to contrary, nothing in this Agreement shall be construed or interpreted to make a Party of its employees or agents, the agent, representative or employees of the other Party.

#### **Section 18.14. No Third-Party Beneficiaries.**

This Agreement shall not confer any rights or remedies upon any third party hereto, except designated indemnitees and permitted assignees and successors.

#### **Section 18.15. Waivers.**

The failure of a Party hereto to exercise any right or remedy or enforce at any time any provision of this Agreement shall not be construed to be a waiver of such right, remedy or provision, nor in any way to affect the validity of this Agreement or any part hereof or the right of a Party thereafter to exercise such right or remedy or enforce each and every such provision. In order to be enforceable, a waiver under this Agreement must be in writing, state that it is a waiver and be signed by an authorized representative of the Party to be bound thereby. Any waiver shall be subject to the terms, conditions and limitations thereof, and no waiver of any breach, default or non-performance of this Agreement shall be held to constitute a waiver of any other or subsequent breach, default or non-performance of this Agreement.

#### **Section 18.16. Duty to Mitigate.**

Each Party agrees that it has a duty to mitigate damages and covenants that it will use commercially reasonable efforts consistent with Prudent Utility Practice to minimize any damages it may incur as a result of any other Party’s breach, default or non-performance of this Agreement.

#### **Section 18.17. All-Requirements Project Responsibility.**

For FMPA, this Agreement is a liability and obligation of the All-Requirements Power Supply Project only. No FMPA liability or obligation under this Agreement inures to or binds any of the funds, accounts, monies, property, instruments, or rights of the Florida Municipal Power

Agency generally or any of any other "project" of FMPA as that term is defined in the Interlocal Agreement.

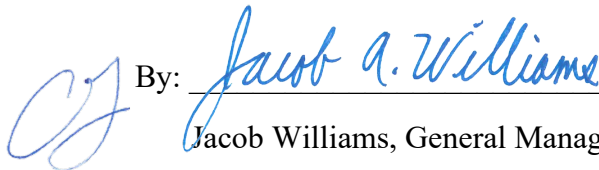
**Section 18.18. Palm Beach County Inspector General.**

In accordance with Palm Beach County ordinance number 2011-009, FMPA acknowledges that this Agreement may be subject to investigation and/or audit by the Palm Beach County Inspector General. FMPA has reviewed Palm Beach County ordinance number 2011-009 and is aware of its rights and/or obligations under such ordinance.

[REMAINDER OF PAGE INTENTIONALLY BLANK – SIGNATURE PAGE(S) FOLLOW]

IN WITNESS WHEREOF, and intending to be legal bound hereby, the Parties have caused this Agreement for Purchase and Sale of Electric Energy and Capacity to be duly executed as an instrument under seal by their respective duly authorized representatives as of the date and year first above written.

**FLORIDA MUNICIPAL POWER AGENCY  
(ALL-REQUIREMENTS POWER SUPPLY  
PROJECT)**

By:  \_\_\_\_\_  
Jacob Williams, General Manager and CEO

**CITY OF LAKE WORTH BEACH, FLORIDA**

**ATTEST:**

By: \_\_\_\_\_  
Betty Resch, Mayor

By: \_\_\_\_\_  
Melissa Ann Coyne, MMC, City Clerk

**APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY:**

**APPROVED FOR FINANCIAL  
SUFFICIENCY:**

By: \_\_\_\_\_  
Glen J. Torcivia, City Attorney

By: \_\_\_\_\_  
Yannick Ngendahayo, Financial Services Director

**APPENDIX A**

**PRICING FOR WHOLESALE ELECTRIC SERVICE**

**1. Capacity Charge:**

The monthly billing determinant is the highest metered energy amount, integrated over an hour and grossed up for Losses using FPL's published real power loss factor, during any one hour of the billing month as measured at the Metering Point(s) in kWh, grossed up for generation from Resource Entitlements and other LWB resources located behind the Metering Point(s) as appropriate, less the actual capacity available from the Resource Entitlements during the same hour. For BESS resources, the actual capacity available for purposes of determining the monthly billing determinant shall be equal to the BESS inverter AC capacity rating. For solar resources, the actual capacity available for purposes of determining the monthly billing determinant shall be equal to the actual energy delivered by such resources during the relevant peak hour.

Year	\$/kW-month
2026	\$ [REDACTED]
2027	\$ [REDACTED]
2028	\$ [REDACTED]
2029	\$ [REDACTED]
2030	\$ [REDACTED]
2031	\$ [REDACTED]
2032	\$ [REDACTED]

**2. Non-Fuel Energy Charge: \$ [REDACTED]/MWh**

The monthly billing determinant is the total metered energy for the billing month as measured at the Metering Point(s) in kWh, grossed up for Losses using FPL's published real power loss factor, less the actual energy delivered by the Resource Entitlements and other LWB resources intended to serve LWB Firm Load during the same month. Energy provided by Resource Entitlements and other LWB resources located behind the Metering Point(s) shall be accounted for in the measurements at the Metering Point(s). Energy provided by Resource Entitlements located outside of the LWB electric system shall be accounted for by calculating LWB's pro-rata share

**PROPRIETARY CONFIDENTIAL BUSINESS INFORMATION; TRADE SECRET**

The redactions provided herein are made in accordance with section 119.0713(4) and section 163.01(15)(m), Florida Statutes.

of the actual output of the resource or by using an actual energy schedule if one exists.

**3. Fuel Energy Charge:** [REDACTED] MMBtu/MWh x Gas Index\*

The monthly billing determinant is the total metered energy for the billing month as measured at the Metering Point(s) in kWh, grossed up for Losses using FPL's published real power loss factor, less the actual energy delivered by the Resource Entitlements and other LWB resources intended to serve LWB Firm Load during the same month. Energy provided by Resource Entitlements and other LWB resources located behind the Metering Point(s) shall be accounted for in the measurements at the Metering Point(s). Energy provided by Resource Entitlements located outside of the LWB electric system shall be accounted for by calculating LWB's pro-rata share of the actual output of the resource or by using an actual energy schedule if one exists.

\*Gas Index: For Hours Ending 1 through 10, the Daily Price Survey Midpoint gas price for the Florida City-Gates index as published in Platts Gas Daily for the prior gas day plus \$[REDACTED]. For Hours Ending 11 through 24, the Daily Pricing Survey Midpoint gas price for the Florida City-Gates index as published in Platts Gas Daily for the day of scheduled energy plus \$[REDACTED].

**4. Transmission Charge:**

While a LWB Transmission Agreement is in place, there will be no Transmission Charge under this agreement.

While LWB is incorporated into an FMPA Transmission Agreement, as contemplated by Section 2.2, the LWB monthly Transmission Charge will be the LWB prorated portion of all monthly charges billed by FPL under the FMPA Transmission Agreement attributable to LWB allocated on the basis of the LWB peak demand at the time of FPL's system peak demand divided by the total peak demand for which charges are billed by FPL under the FMPA Transmission Agreement.

**PROPRIETARY CONFIDENTIAL BUSINESS INFORMATION; TRADE SECRET**

The redactions provided herein are made in accordance with section 119.0713(4) and section 163.01(15)(m), Florida Statutes.

**APPENDIX B**

**FORM OF MONTHLY INVOICE**



FMPA Invoice Date 12/10/2025

**City of Lake Worth Beach**  
**Wholesale Electric Service Invoice**  
**For the Month Of**  
**November 2026**

<b>Total Amount Due for November Invoice</b>			<b>\$</b> [REDACTED]
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Capacity Charge	Billing Demand Monthly Peak (MW)	Rate (\$/MW-mo)	Total Charge
	33.308	\$ [REDACTED]	\$ [REDACTED]
<b>Total Capacity Charge</b>			<b>\$</b> [REDACTED]

Energy Charges	Billing Energy (MWh)	Rate (\$/MWh)	Total Charge
Non-Fuel Energy Charge	17,835.460	\$ [REDACTED]	\$ [REDACTED]
Fuel Energy Charge	17,835.460	\$ [REDACTED]	\$ [REDACTED]
<b>Total Energy Charges</b>			<b>\$</b> [REDACTED]

Transmission Charges	Billing Demand Monthly Peak (MW)	Rate (\$/MW-month)	Total Charge
Transmission Service Charge	79.108	\$ [REDACTED]	\$ [REDACTED]
Ancillary Service Charge	79.108	\$ [REDACTED]	\$ [REDACTED]
Meter/Miscellaneous Charge			
<b>Total Transmission Charges</b>			<b>\$</b> [REDACTED]

Prior Period Adjustments (if applicable)	\$ -
--	------

Other Charges (if any)	\$ -
------------------------	------

<b>Total Charges for this Billing Month</b>	<b>\$</b> [REDACTED]
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<u>Amounts Outstanding</u>	(Details on Page 2, if applicable)
Total Amounts Due on Unpaid Balance	<b>\$0</b>

*Supporting information is included as an Attachment, as applicable.*

Payment due on	Thursday - Dec 25, 2025	Invoice No. - 123456
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## **APPENDIX C**

### **DELIVERY POINTS AND METERING POINTS**

#### **A. Delivery Points**

1. The interconnection points between the OUC and FPL transmission systems.
2. The interconnection points between the Keys Energy Services and FPL transmission systems.
3. The interconnection points between FMPA's generating or contract resources and the FPL transmission system as defined in their respective interconnection agreements.

#### **B. Metering Points**

##### **1. Cedar-Hypoluxo #2 and Quantum-Hypoluxo #1 ties:**

The Metering Point will be at the point of interconnection on the FPL side of the Cedar-Hypoluxo #2 and Quantum-Hypoluxo #1138 kV transmission lines outside of LWB's Hypoluxo Road Substation.

##### **2. Osborne-Canal and Ranch-Canal ties:**

The Metering Point will be at the point of interconnection with FPL at the substation structures at Canal Substation.

## APPENDIX D

### LAKE WORTH BEACH RESOURCE ENTITLEMENTS

1. **Lake Worth Beach GT2** – a 20 MW nominal natural gas-fired combustion turbine located within the City of Lake Worth Beach, Florida. If GT2 is unavailable for any reason, Lake Worth Beach GT1 (a 25.7 MW nominal distillate fuel oil-fired combustion turbine located within the City of Lake Worth Beach, Florida) capacity may be used in its place to the extent it is available.
2. **Lake Worth Beach Solar 1** – a 1.7 MW photovoltaic facility located within the City of Lake Worth Beach, Florida.
3. **FMPA St. Lucie Project Entitlement** – 2.1901% share of St. Lucie Unit #2 (nominally 22 MW) as supplemented by the reliability exchange agreement.

#### **Relevant agreements:**

St. Lucie Power Sales Contract, by and between the Florida Municipal Power Agency and the Lake Worth Utilities Authority, dated June 1, 1982, as amended by Amendment No. 1, dated January 1, 1983, and Amendment No. 2 dated April 1, 1983.

St. Lucie Project Support Contract, by and between the Florida Municipal Power Agency, and the Lake Worth Utilities Authority, dated June 1, 1982; as amended by Amendment No. 1, dated January 1, 1983, and Amendment No. 2, dated April 1, 1983.

Nuclear Reliability Exchange Agreement, by and between Florida Power & Light and Florida Municipal Power Agency dated March 26, 1982; as amended by Amendment 1 dated February 18, 1983, as amended by Amendment 2 dated February 12, 1991, and as amended by Amendment 3 dated August 19, 2004.

4. **FMPA Solar II Project Entitlement** – 17.724% of Rice Creek Solar (13.275 MW) and 27.904% of Whistling Duck Solar (20.9 MW)

#### **Relevant agreements:**

Solar II Project Power Sales Contract between Florida Municipal Power Agency, Solar II Power Project and the City of Lake Worth Beach, Florida, dated December 12, 2019, as



amended by a letter dated December 7, 2022, and Amendment No. 2 dated November 4, 2024.

Solar Energy Exchange Agreement between Florida Municipal Power Agency (All-Requirements Power Supply Project) and the City of Lake Worth Beach, Florida, dated January 13, 2020.

**5. FMPA Stanton Project Entitlement** – 2.4096% share of Stanton Unit #1 (nominally 11 MW)

**Relevant agreements:**

Stanton I Power Sales Contracts, by and between the Florida Municipal Power Agency and the Lake Worth Utilities Authority, dated January 16, 1984, as may be amended in the future.

Stanton I Project Support Contract, by and between the Florida Municipal Power Agency and the City of Lake Worth, dated January 16, 1984, as may be amended in the future.