

**Amendment Number Two to the  
Power Sales Contract  
between Florida Municipal Power Agency  
and the City of Lake Worth Beach, Florida**

This Amendment Number Two to the Power Sales Contract between Florida Municipal Power Agency and the City of lake Worth Beach, Florida, dated as of December 12, 2019, as amended, (“Amendment Number Two”), is entered into as of this \_\_\_ day of \_\_\_\_\_, 2024 (the “Second Amendment Effective Date”), by and between the Florida Municipal Power Agency, a separate governmental legal entity creating and existing pursuant to Section 163.01, Florida Statutes, and exercising powers under that provision or Part II, Chapter 361, Florida Statutes or both (“FMPA”) and the City of Lake Worth Beach, Florida, a public agency of the State of Florida and a member of FMPA (“Project Participant”). FMPA and Project Participant are each individually referred to herein as a “Party” and collectively as the “Parties.”

**RECITALS**

**WHEREAS**, the Parties entered into that certain Power Sales Contract between Florida Municipal Power Agency and the City of Lake Worth Beach, Florida, dated as of December 12, 2019, as amended by Amendment Number One to the Solar Power Purchase Agreement, which was memorialized in the form of a letter agreement between FMPA and Project Participant dated as of March 2, 2023, (the “Power Sales Contract”); pursuant to which FMPA has agreed to sell and deliver and Project Participant has agreed to purchase and receive Solar Product;

**WHEREAS**, FMPA and Project Participant have agreed to certain amendments to the Solar PPAs, which necessitate corresponding amendments to this Power Sales Contract;

**WHEREAS**, the Parties desire to further amend the Power Sales Contract as set forth herein.

**NOW, THEREFORE**, in consideration of the mutual covenants in the Power Sales Contract as amended and herein contained, the Parties hereby mutually agree as follows:

1. Amendments.

- a. Section 1 of the Power Sales Contract is amended by deleting the definition of “Energy Share” in its entirety and replacing it with the following definition:

“Energy Share shall mean FMPA's 26.775 MW share under the Rice Creek Solar PPA and FMPA’s 47.9 MW share under the Whistling Duck Solar PPA in the Solar Product produced by or associated with the Solar Facility.”

- b. Attachment A of the Power Sales Contract is hereby revised, restated, and superseded in its entirety with the Attachment A attached to this Amendment Number Two.

- c. Schedule 1 of the Power Sales Contract is hereby revised, restated, and superseded in its entirety with the Schedule 1 attached to this Amendment Number Two.
2. Definitions. Capitalized terms used in this Amendment Number Two that are not otherwise defined herein shall have the meaning set forth in the Power Sales Contract.
3. Representations Regarding this Amendment Number Two. By its execution of this Amendment Number Two, each Party represents and warrants that it is authorized to enter into this Amendment Number Two, that this Amendment Number Two does not conflict with any contract, lease, instrument, or other obligation to which it is a party or by which it is bound, which conflict could reasonably be expected to have a material adverse effect on the ability of such Party to perform its obligations hereunder, and that this Amendment Number Two represents its valid and binding obligation, enforceable against it in accordance with its terms.
4. Conforming References. Upon the Second Amendment Effective Date, each reference in the Power Sales Contract to “this Agreement,” “hereunder,” “hereto,” “herein,” or words of like import, shall mean and be a reference to the Power Sales Contract as amended by this Amendment Number Two.
5. No Other Amendments; Ratification of Remaining Terms and Conditions. Except to the extent modified in this Amendment Number Two, all other terms and conditions of the Power Sales Contract remain unchanged and in full force and effect.
6. Counterparts. This Amendment Number Two may be executed in one or more counterparts, each of which, when executed, shall be deemed to be an original and all of which, when taken together, shall be deemed to be one and the same instrument. Delivery of an executed counterpart of a signature page to this Amendment Number Two by facsimile or other electronic means (e.g., email or PDF) will be effective as delivery of an original counterpart to this Amendment Number Two.

*[signature page follows]*

IN WITNESS WHEREOF, the Parties hereto have hereunder executed this Amendment Number Two as of the Second Amendment Effective Date.

**FLORIDA MUNICIPAL POWER AGENCY**

(SEAL)

By: \_\_\_\_\_  
General Manager & CEO

Attest:

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

\_\_\_\_\_  
Secretary or Assistant Secretary

**CITY OF LAKE WORTH BEACH,  
FLORIDA**

(SEAL)

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

Attest:

Title:

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

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

Approved as to form and legal sufficiency:

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

**ATTACHMENT A**  
**POWER PURCHASE AGREEMENTS**

**SCHEDULE 1**  
**SCHEDULE OF PROJECT PARTICIPANTS**

<u>Name of Project Participant</u>	<u>Rice Creek Solar Entitlement Share (MW)</u>	<u>Rice Creek Solar Entitlement Share (%)</u>	<u>Whistling Duck Solar Entitlement Share (MW)</u>	<u>Whistling Duck Solar Entitlement Share (%)</u>
Homestead Public Services	2.500	9.337%	9.000	18.789%
City of Lake Worth Beach	13.275	49.580%	20.900	43.633%
City of Mount Dora	1.000	3.735%	0.000	0.000%
New Smyrna Beach Utilities Commission	5.000	18.674%	0.000	0.000%
Winter Park Electric Utility	5.000	18.674%	18.000	37.578%
<b>Total</b>	<b>26.775</b>	<b>100%</b>	<b>47.900</b>	<b>100%</b>

Notice Information of Project Participants

<p><b><u>Homestead Public Services</u></b> George Gretsas, City Manager The City of Homestead 100 Civic Court Homestead, FL 33033</p>	<p><b><u>City of Lake Worth Beach</u></b> City of Lake Worth Beach Electric Utilities Director 1900 2<sup>nd</sup> Avenue North Lake Worth, FL 33461 Tel: (561) 586-1670</p> <p>With a copy to: City of Lake Worth Attn: City Attorney 7 N. Dixie Highway Lake Worth, FL 33460</p>
<p><b><u>City of Mount Dora</u></b> City of Mount Dora City Hall 510 Baker Street Mount Dora, FL 32757</p>	<p><b><u>City of New Smyrna Beach Utilities Commission</u></b> Utilities Commission, City of New Smyrna Beach 200 Canal Street New Smyrna Beach, FL 32168</p>
<p><b><u>Winter Park Electric Utility</u></b> City of Winter Park Randy Knight, City Manager 401 South Park Avenue Winter Park, FL 32789-4386</p>	