

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

This Amendment Number One to the Power Sales Contract between Florida Municipal Power Agency and the City of Lake Worth Beach, Florida, dated as of August 15, 2023 (“Amendment Number One”), is entered into as of this \_\_\_ day of \_\_\_\_\_, 2024 (the “First 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 August 15, 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 181.025 MW share under the 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  - b. Attachment A of the Power Sales Contract is hereby revised, restated, and superseded in its entirety with the Attachment A attached to this Amendment Number One.

- c. Schedule 1 of the Power Sales Contract is hereby revised, restated, and superseded in its entirety with the Schedule 1 attached to this Amendment Number One.
2. Definitions. Capitalized terms used in this Amendment Number One that are not otherwise defined herein shall have the meaning set forth in the Power Sales Contract.
3. Representations Regarding this Amendment Number One. By its execution of this Amendment Number One, each Party represents and warrants that it is authorized to enter into this Amendment Number One, that this Amendment Number One 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 One represents its valid and binding obligation, enforceable against it in accordance with its terms.
4. Conforming References. Upon the First 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 One.
5. No Other Amendments; Ratification of Remaining Terms and Conditions. Except to the extent modified in this Amendment Number One, all other terms and conditions of the Power Sales Contract remain unchanged and in full force and effect.
6. Counterparts. This Amendment Number One 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 One by facsimile or other electronic means (e.g., email or PDF) will be effective as delivery of an original counterpart to this Amendment Number One.

*[signature page follows]*

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

**FLORIDA MUNICIPAL POWER AGENCY**

(SEAL)

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

Attest:

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

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

**THE 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**

- ***Hampton Solar Facility (74.9 MW)***
  - JEA – 100%
  
- ***New River Solar Facility (74.9 MW)***
  - JEA – 100%
  
- ***Leyland Solar Facility (74.9 MW)***
  - Homestead Public Services - 4.673%
  - City of Lake Worth Beach – 27.670%
  - City of Winter Park – 9.346%

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>JEA</u></b>  Ricky Erixton  21 W Church St.  Jacksonville, FL 32202  T: (904) 665-7110  Email: <a href="mailto:erixrd@jea.com">erixrd@jea.com</a></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>