



FINANCE COMMITTEE

AGENDA PACKAGE

SEPTEMBER 19, 2019

8:30 a.m.

Dial-in Info 877-668-4493 or 650-479-3208

Meeting Number 731 528 032

Password 8553

Committee Members

Karen Nelson, Jacksonville Beach – Chairwoman
Jody Young, Bushnell
Nina Penick, Fort Pierce
Howard McKinnon, Havana
Barbara Quiñones, Homestead
Jack Wetzler, Key West
Larry Mattern, Kissimmee
Jim Williams, Leesburg
Steve Langley, Mount Dora
Dallas Lee, Newberry
Marie Brooks, Ocala
James Braddock, Wauchula

Meeting Location

Florida Municipal Power Agency 8553
Commodity Circle Orlando, FL 32819

(407) 355-7767



Linda S. Howard, CPA, CTP
Chief Financial Officer

MEMORANDUM

TO: FMPA Finance Committee
FROM: Linda S. Howard
DATE: September 10, 2019
SUBJECT: FMPA Finance Committee Meeting
Thursday, September 19, 2019 at 8:30 a.m.
PLACE: Florida Municipal Power Agency Board Room, 8553 Commodity Circle,
Orlando, FL 32819

**DIAL-IN INFORMATION: 877-668-4493 or 650-479-3208, Meeting 731
528 032# PASSWORD 8553**
(If you have trouble connecting via phone or internet, please call 407-355-7767)

Chairperson Karen Nelson, Presiding

AGENDA

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LSH/pa

One or more participants in the above referenced public meeting may participate by telephone. At the above location there will be a speaker telephone so that any interested person can attend this public meeting and be fully informed of the discussions taking place either in person or by telephone communication. If anyone chooses to appeal any decision that may be made at this public meeting, such person will need a record of the proceedings and should accordingly ensure that a verbatim record of the proceedings is made, which includes the oral statements and evidence upon which such appeal is based. This public meeting may be continued to a date and time certain, which will be announced at the meeting. Any person requiring a special accommodation to participate in this public meeting because of a disability, should contact FMPA at (407) 355-7767 or 1-(888)-774-7606, at least two (2) business days in advance to make appropriate arrangements.

**AGENDA ITEM 1 - CALL TO ORDER,
ROLL CALL, DECLARATION OF
QUORUM**

**Finance Committee Meeting
September 19, 2019**

**AGENDA ITEM 2 – RECOGNITION OF
GUESTS**

**Finance Committee Meeting
September 19, 2019**

**AGENDA ITEM 3 – PUBLIC
COMMENTS (Individual Public
Comments Limited to 3 Minutes)**

**Finance Committee Meeting
September 19, 2019**

**AGENDA ITEM 4 – SET AGENDA (By
Vote)**

**Finance Committee Meeting
September 19, 2019**

**AGENDA ITEM 5 – APPROVAL OF
MINUTES**

- a. Approval of Minutes – Finance
Committee Minutes – Meeting
Held August 21, 2019**

**Finance Committee Meeting
September 19, 2019**

CLERKS DULY NOTIFIED.....August 13, 2019
AGENDA PACKAGE SENT TO MEMBERS..... August 13,2019

**MINUTES
TELEPHONIC FINANCE COMMITTEE
MEETING WEDNESDAY, AUGUST 21, 2019
FLORIDA MUNICIPAL POWER
AGENCY 8553 COMMODITY CIRCLE
ORLANDO, FL**

**PARTICIPANTS
PRESENT
VIA TELEPHONE**

Karen Nelson, Jacksonville Beach
Jody Young, Bushnell
Nina Penick, Fort Pierce
Barbara Quiñones, Homestead
Jack Wetzler, Key West
Larry Mattern, Kissimmee (in person)
Jim Williams, Leesburg
Steve Langley, Mount Dora
Dallas Lee, Newberry
Marie Brooks, Ocala
James Braddock, Wauchula (in person)

**PARTICIPANTS
ABSENT**

Howard McKinnon, Havana

**OTHERS
PRESENT**

Craig Dunlap, Dunlap and Associates, Inc.
John Generally, Wells Fargo

STAFF PRESENT

Jacob Williams, General Manager and CEO
Jody Finklea, General Counsel and CLO
Linda S. Howard, Chief Financial Officer
Mark McCain, AGM of Public Relations and Member Services
Sharon Adams, HR Director
Rich Popp, Treasurer and Risk Director
Danyel Sullivan – Marrero, Controller
Luis Cruz, IT Manager
Jason Wolfe, Financial Planning Rates and Budget Director
Liyuan Woerner, Audit Manager
Denise Fuentes, Financial Analyst
Sena Mitchell, Treasury Analyst and Cash Manager
Sue Utley, Executive Asst. /Asst. Secy. to the Board
Paige Arnett, HR Assistant
Jesse Rivera, IT Support Specialist
Isabel Montoya, IT Specialist
Rattanak Srun, System Administrator

ITEM 1 – Call to Order, Roll Call and Declaration of Quorum

Larry Mattern, Kissimmee, called the FMPA Finance Committee Meeting to order at 2:03 p.m. on Wednesday, August 21, 2019, in the Board Room, at FMPA, 8553 Commodity Circle, Orlando, Florida. The roll was taken, and a quorum was declared with 11 of 12 members present.

ITEM 2 – RECOGNITION OF GUESTS

Larry Mattern, Kissimmee, introduced Marie Brooks, new Finance Committee member from Ocala and welcomed John Generally, Wells Fargo.

ITEM 3 – PUBLIC COMMENTS (INDIVIDUAL PUBLIC COMMENTS LIMITED TO 3 MINUTES)

None.

ITEM 4 – SET AGENDA (BY VOTE)

MOTION: Jim Williams, Leesburg, moved approval of the agenda as presented. Jack Wetzler, Key West, seconded the motion. Motion carried 11-0.

ITEM 5 – APPROVAL OF MINUTES

5a - Approval of Minutes – Finance Committee Minutes – Meeting Held June 25, 2019

MOTION: James Braddock, Wauchula, moved approval of the minutes as presented. Jim Williams, Leesburg, seconded the motion. Motion carried 11-0.

ITEM 6 – CHAIRPERSON’S REMARKS

Chairwomen Karen Nelson, Jacksonville Beach, extended her thanks to Larry Mattern, Kissimmee, for standing in as committee chair.

ITEM 7– CFO Report

Linda S. Howard reported on the following items:

1. Jacob Williams, Jody Finklea, and herself attended a rating agency meeting in June. There was no action following the meeting and a two-year cycle to update the rating agencies is standard unless there is a debt transaction. FMPA was looked at favorably by the rating agencies.
2. Jacob Williams and herself attended an Investors Conference in New York where they met one on one with four investors.
3. Pooled Loan Project is moving along, and Bushnell is still working to be the first pooled loan under the revised structure with Capital Bank.

4. Mentioned that the Annual Continuing Disclosure Report should have been on the agenda and wanted to bring attention to the item.
5. Discussed upcoming schedule for Finance Committee Meetings to be added to the calendars. There will be at least one more meeting added in order to obtain approval on items – will take place in September or October.
6. Purvis Gray wants to meet with the Finance Committee at the conclusion of today's meeting without staff to discuss the Audit findings.

ITEM 8 – ACTION ITEMS

a. Recommended Risk Policy Changes

Liyuan Woerner reported on the recommended Risk Policy Changes and answered questions pertaining to the changes.

MOTION: Jack Wetzler, Key West, moved approval of the Recommended Risk Policy Changes. Jim Williams, Leesburg, seconded the motion. Motion carried 11-0.

b. Review and Approval of the FY 2019 Pooled Loan Project Budget for Recommendation to the Board of Directors for Approval

Denise Fuentes reported that the Pooled Loan Project Budget is estimated to close on the Bushnell loan this fiscal year, instead of next year as originally planned.

MOTION: Jim Williams, Leesburg, moved approval of the FY2019 Pooled Loan Project Budget for Recommendation to the Board of Directors for approval. Barbara Quinones, Homestead, seconded the motion. Motion carried 11-0.

c. Underwriter selection for the 2019 Refinancing Request for Proposals

Rich Popp reported that the market conditions are favorable for an ARP refinancing associated with the 2008C Bonds, to eliminate the remainder of the ARP interest rates swaps and mitigate other risks for the ARP's debt portfolio. An RFP was issued for the possible refinancing and FMPA's finance team recommends Barclays as the lead manager and Bank of America as co-manager.

MOTION: Jack Wetzler, Key West, moved approval of the Underwriter Selection for the 2019 Refinancing. Karen Nelson, Jacksonville Beach, seconded the motion. Motion carried 11-0.

d. Recommend change to 1st and 2nd read process for Board and Executive Committee approval

Linda Howard presented the proposal for a change to the two-read process to fully utilize the Finance Committee. The 1st time presented to the Finance Committee would be the 1st read. Once the Finance Committee has reviewed and approved the item, the Committee would recommend approval to the Board of Directors and

Executive Committee.

Jody Finklea confirmed that this process is consistent with the by-laws and meets the intent of the two-read policy.

Larry Mattern, Kissimmee, recommended to add one meeting cycle in between the recommended change to allow for review time.

MOTION: Karen Nelson, Jacksonville Beach, moved approval that the Board of Directors and Executive Committee two-read policy will be handled by a first presentation to the Finance Committee, with a summary report given to the Board of Directors or Executive Committee, and the second presentation be to the Board of Directors or Executive Committee at the subsequent month's meeting, beginning October 1, 2019. Jim Williams, Leesburg, seconded the motion. Motion carried 11-0.

ITEM 9 – INFORMATION ITEMS

a. Update on Bond Counsel RFP

Linda Howard gave history on the Bond Counsel with Nixon Peabody, LLP and mentioned the firm has been very supportive of FMPA. A Request for Proposals was sent out and posted to FMPA's website. Proposals are due September 24, 2019.

b. Update on Depository Bank

Sena Mitchell presented information on FMPA's banking services. FMPA's finance staff met with four providers to review the platforms and realized there are other options available. The two finalists selected were Wells Fargo and Bank of America. Wells Fargo looks like the correct option as Bank of America doesn't have the options FMPA currently uses and would require additional work. A selection of Wells Fargo was unanimous among FMPA's finance staff due to better efficiencies and lower cost.

c. Report on Interim Audit

Danyel Sullivan–Marrero gave an Interim Audit Report on Purvis Gray. They performed an interim audit in July and were on the premises for four days.

Tim Westgate, Purvis Gray & Company's lead partner on the engagement, gave information via telephone on the agenda memo.

d. Risk Management Policy Compliance Reviews

Liyuan Woerner went through the summary of Risk Management Policy compliance reviews for this cycle.

ITEM 10 – REPORTS

a. FGU June and July Storage Report

b. Risk Management Policies

c. Risk Compliance Reviews

The reports were provided for information only. There was no further discussion.

ITEM 11 – COMMENTS

None.

ITEM 12 – ADJOURNMENT

Staff was dismissed and members met Purvis Gray & Company to discuss findings of the July audit. There being no further business the meeting was adjourned at 3:23pm.

Approved: _____ Date_____

LM/pa

**AGENDA ITEM 6 – CHAIRPERSON'S
REMARKS**

**Finance Committee Meeting
September 19, 2019**

AGENDA ITEM 7 – CFO Report

**Finance Committee Meeting
September 19, 2019**

AGENDA ITEM 8 – ACTION ITEMS

- a. Recommend approval of
Resolutions for Budget
Amendments for Stanton, Tri-City,
Stanton II**

**Finance Committee Meeting
September 19, 2019**



FC 8a – FY 2019 Budget Amendments for Stanton, Tri-City, and Stanton II Projects

FMIPA Finance Committee

September 19, 2019

FY 2019 Budget Spending Authority Increases Needed for Stanton, Tri-City, and Stanton II Projects

- All 3 FMPA coal Projects forecasted to exceed approved FY 2019 spending authority primarily due to higher than budgeted fuel costs
- O&M and other project costs running below budget
- Requested spending authority increases, including amounts for fuel-related contingencies (e.g., September generation > forecast, coal inventory adjustment, etc.) :
 - Stanton Project: \$2.0 million
 - Tri-City Project: \$1.0 million
 - Stanton II Project \$1.0 million
- Because fuel expense is billed to Participants based on actual cost, additional approved amounts will only be billed to Project Participants to the extent the expenses are actually incurred
- Seeking approval in September due to potential need to pay expenses in excess of approved spending authority prior to October BOD meeting – otherwise, special-called meeting would be required

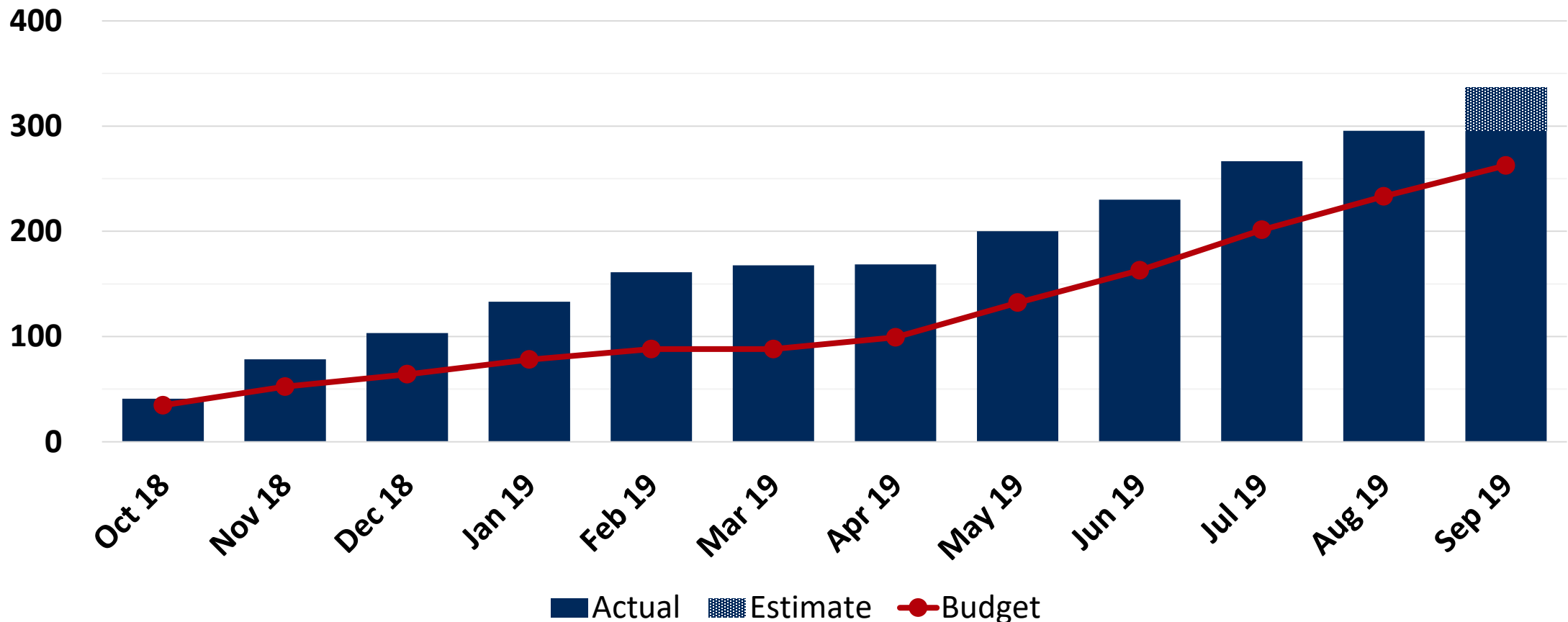


Stanton and Tri-City Projects

Stanton Project YTD Generation ~27% > Budget

YTD Capacity Factor 56% vs. Budgeted 44%; Tri-City Similar

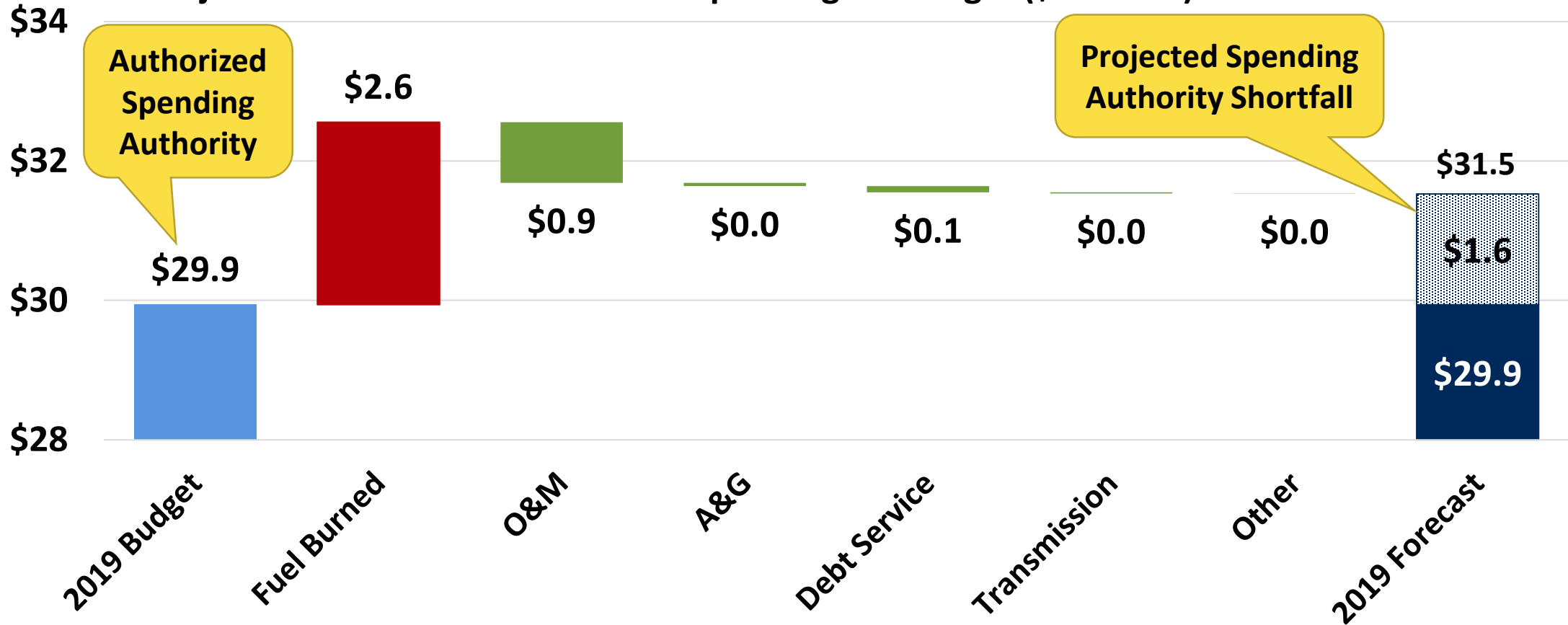
Stanton Project FY 2019 Cumulative Generation vs. Budget (GWh)



Fuel Costs > Budget Drive Stanton Project Budget Amendment Need

Higher Fuel Costs Due to Generation > Budget Offsets O&M Costs < Budget

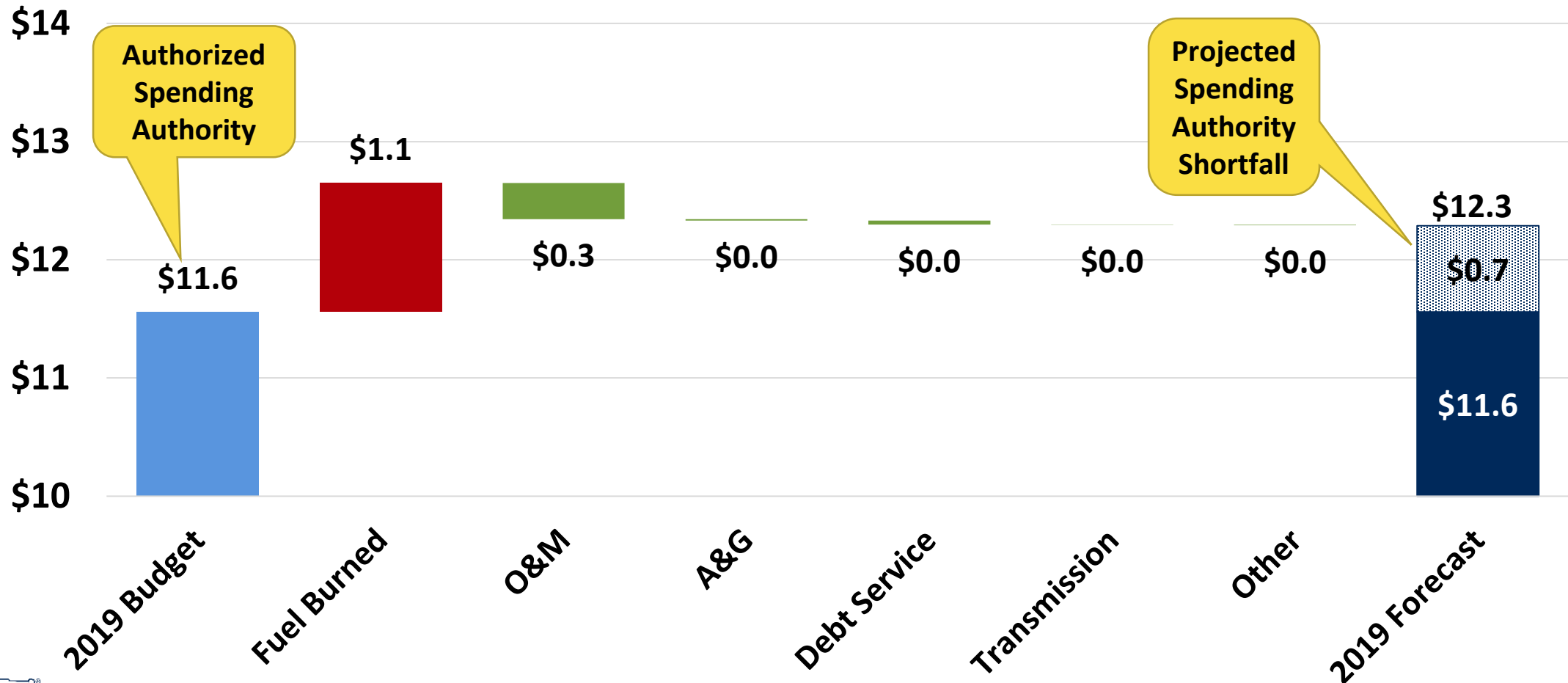
Stanton Project FY 2019 Year-End Forecast Spending vs. Budget (\$Millions)



Fuel Costs > Budget Drive Tri-City Project Budget Amendment Need

Higher Fuel Costs Due to Generation > Budget Offsets O&M Costs < Budget

Tri-City Project FY 2019 Year-End Forecast Spending vs. Budget (\$Millions)

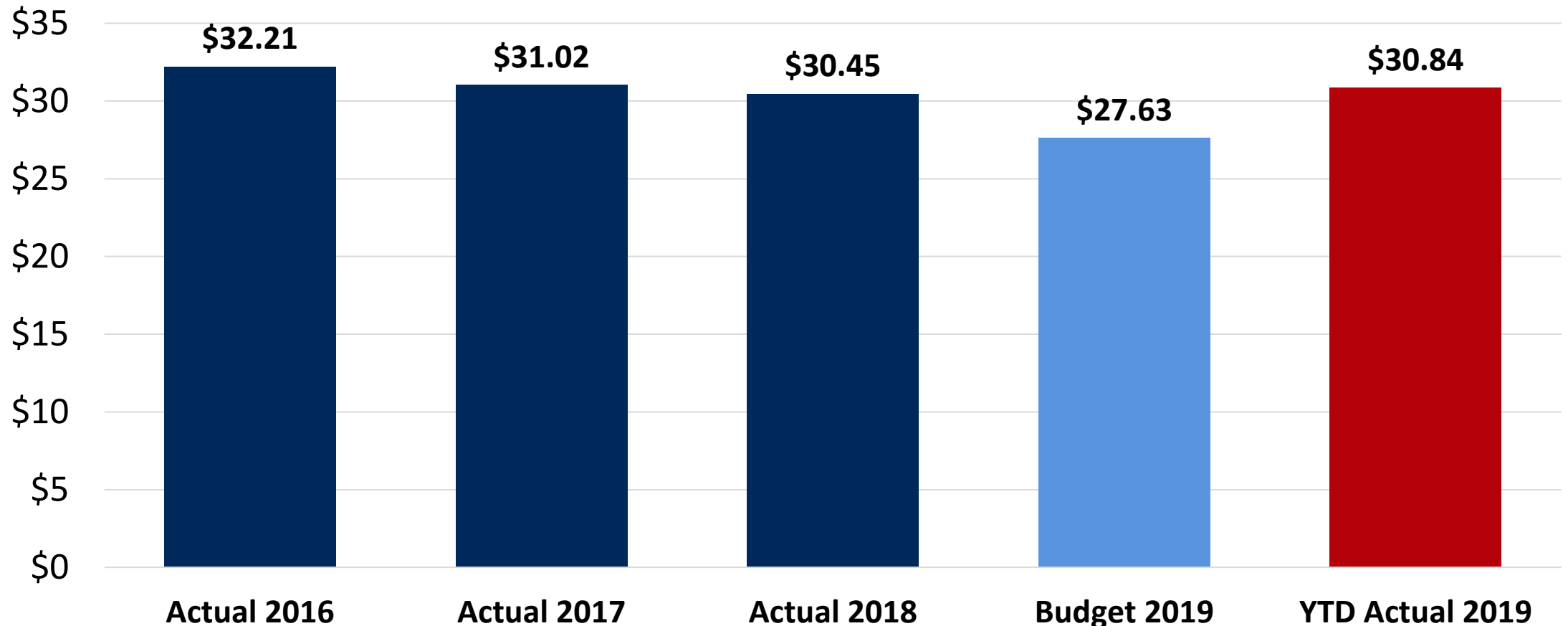




Stanton II Project

Stanton II Project YTD Fuel Costs ~\$3/MWh > Budget

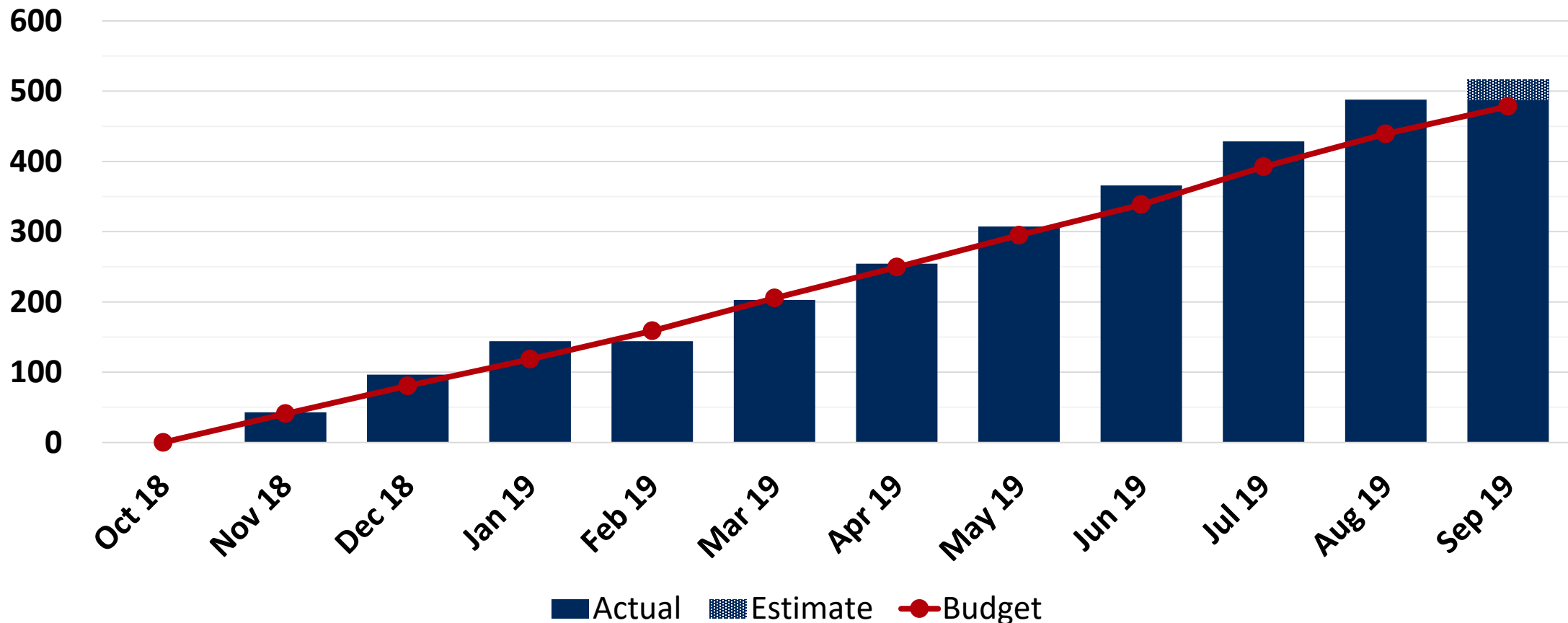
Higher Gas Prices Impacting Rail Costs, January Coal Inventory Adjustment Combine to Drive Fuel Costs Higher



Stanton II Project YTD Generation 11% > Budget

Start of September 2019 Planned Outage Delayed Due to Hurricane Dorian

Stanton II Project FY 2019 Cumulative Generation vs. Budget (GWh)

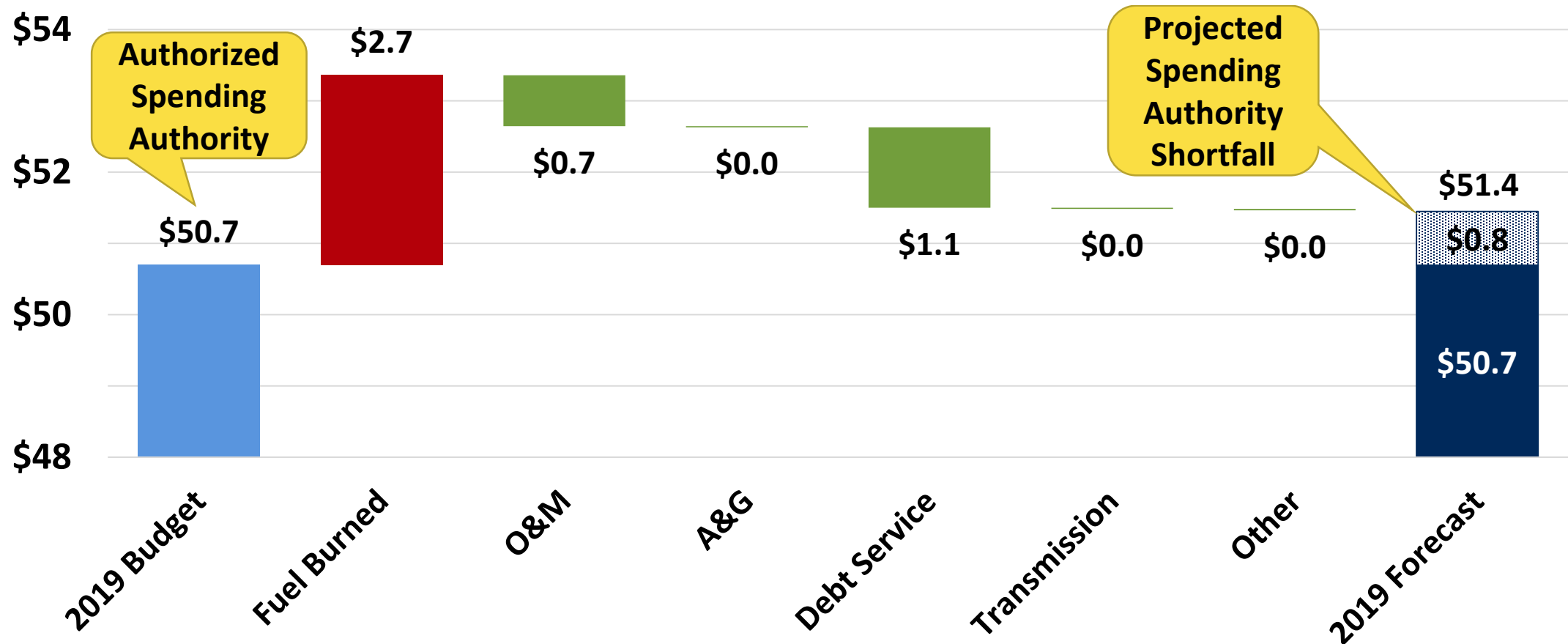


Fuel Costs > Budget Drives Stanton II Project Budget

Amendment Need

Other Project Costs Forecasted < Budget

Stanton II Project FY 2019 Year-End Forecast Spending vs. Budget (\$Millions)



Recommended Motion

- Move approval of:
 - Resolution 2019-B9 to the Board of Directors for approval to increase the FY 2019 Stanton Project budget spending authority by \$2 million.
 - Resolution 2019-B10 to the Board of Directors for approval to increase the FY 2019 Tri-City Project budget spending authority by \$1 million.
 - Resolution 2019-B11 to the Board of Directors for approval to increase the FY 2019 Stanton II Project budget spending authority by \$1 million.

AGENDA ITEM 8 – ACTION ITEMS

- b. Recommend Approval of Bind
Resolution 2019-EC6 and EC7
Series 2019 A&B Bonds and
Related Documents**

**Finance Committee Meeting
September 19, 2019**



8b –Recommend Approval of Bond Resolution 2019-EC6 and EC7 Series 2019 A&B Bonds and Related Documents

Finance Committee

September 19, 2019

Timing Is Right To Refinancing 08C & 13A

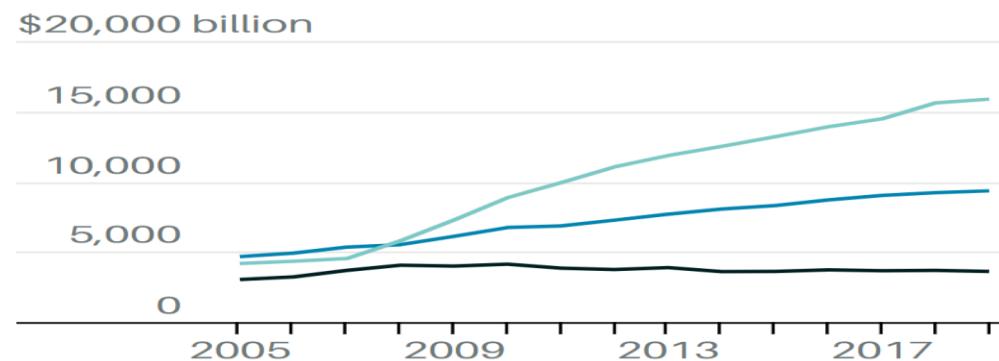
Municipal Debt Supply and Demand Imbalance

- Bond Buyer Mid-year review report:
 - *“Other than restrained volume, the other story of the year in municipals is the strength and consistency of demand for the asset class.”*

The State and Local Bond Shortage

Bonds outstanding, by market

■ Municipal ■ Treasuries ■ Corporate



Sources: Securities Industry and Financial Markets Association, Pimco

- The muni market is now smaller than it was a decade ago
- So far this year, investors have bought muni funds at a pace exceeded only during the financial crisis in 2009, according to Lipper data going back to 1992.

2019 Refinancing May Have Net PV Savings

Inclusive of Terminating All Outstanding Swaps

- Current Estimated 2019 PV Savings of ~\$500,000
 - PV amount is very sensitive to market changes
 - Debt Policy target 3% savings most likely will not be achieved
 - Major wins with this transaction
 - Termination of Swaps (2008C Issue)
 - Elimination of LIBOR exposure (2008C & 2013A Issue)
 - Shorter final maturity from 2035 to 2031 (2008C Issue)

Minimum Criteria Outlined In Resolutions

Approve Next EC Meeting

- Term: Final maturity
 - 2031 – 08C
 - 2023 – 13A
- True Interest Cost:
 - 3.0% – 08C
 - 4.0% – 13A
- Underwriters Discount: Max \$5.00 per \$1,000 Principal
- Par Amount: 08C-\$90 million / 13A-\$8 million
- Transaction Authorization until 5/31/2020
- Fixed Rate Debt
- No Debt Service Reserve Fund

After Today

Next Steps in the Process



Recommended Motion

- Recommend that Executive Committee approve Resolution 2019 EC6, EC7 and related bond documents



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**AGENDA ITEM 9 - INFORMATION
ITEMS**

**a. Review of the Municipal Finance
Disclosure Procedure Changes**

**Finance Committee Meeting
September 19, 2019**



9a –Review of Municipal Finance Disclosure Procedure Changes

Finance Committee

September 19, 2019

Municipal Finance Disclosure Procedures

Background

- FMPA is committed to ensuring that disclosures made in connection with our debt transactions and required filings are fair, accurate, and in compliance with applicable federal and state securities laws
- These procedures were designed to ensure compliance with section 4.11 of the Debt Risk Management Policy
- No changes to the Debt Policy, just the underlying disclosure procedures
- The Finance Committee (replaces the Audit Risk Oversight Committee) plays a major part in implementation and management of these procedures as part of their general oversight responsibilities

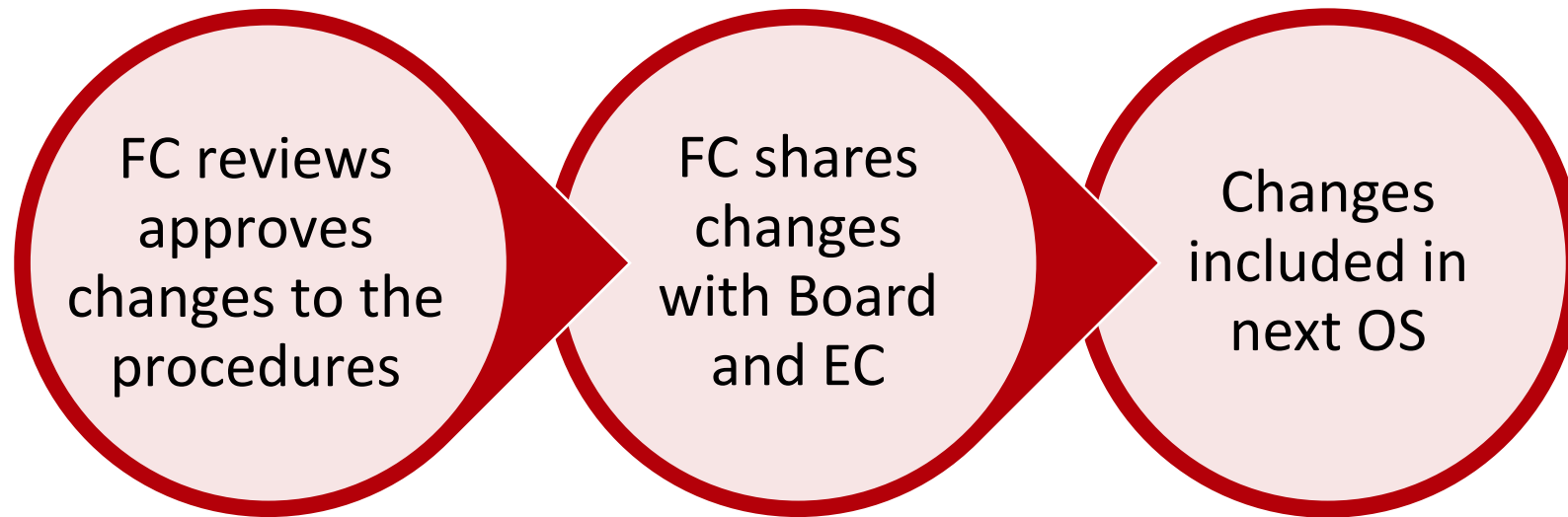
Recommended Changes

Summarized

- Updates to the procedures to reflect the two new reporting events that were added to Rule 15c2-12 back in February:
 1. Incurrence of a financial obligation of FMPA **or a Major Participant**, if material or agreement to covenants, events of default, remedies, priority rights, or other similar terms of a financial obligation of the issuer or obligated person, any of which affect security holders, if material
 2. Default, event of acceleration, termination event, modification of terms, or other similar events under terms of a financial obligation of FMPA **or a Major Participant**, any of which reflect financial difficulties
- Note: These new events include events for Major Participants
- Other administrative changes for names and titles changes

After Today

Next Steps in the Process



Recommended Motion

- Information Only. No further action



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AGENDA ITEM 10 – REPORTS

- a. Resolution 2019-B9-Approval of
Budget Amendment for Stanton
Project**

**Finance Committee Meeting
September 19, 2019**

RESOLUTION OF THE BOARD OF DIRECTORS OF FLORIDA MUNICIPAL POWER AGENCY: (I) AMENDING THE STANTON PROJECT BUDGET FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2018, AND ENDING SEPTEMBER 30, 2019; (II) ADOPTING THE AMENDED BUDGET FOR THE STANTON PROJECT FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2018, AND ENDING SEPTEMBER 30, 2019; AND (III) PROVIDING AN EFFECTIVE DATE.

Whereas, pursuant to resolution 2018-B10 adopted on June 14, 2018, the Board of Directors adopted the Stanton Project budget for the fiscal year beginning October 1, 2018, and ending September 30, 2019 (“**Fiscal Year 2019**”) authorizing total expenses of \$29,937,000;

Whereas, pursuant to Section III of resolution 2018-B10, a proposed amendment to the Fiscal Year 2019 budget for the Stanton Project has been duly submitted to the Board of Directors for approval; and

Whereas, the proposed budget amendment of \$2,000,000 is needed to adjust expenditures for higher levels of Project operations, which has the effect of lowering the average per MWh Stanton Project costs to a forecast average cost of \$91.24 MWh for Fiscal Year 2019.

BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE FLORIDA MUNICIPAL POWER AGENCY THAT:

SECTION I. **Amendment to Stanton Project Budget.** The Stanton Project budget for Fiscal Year 2019 is hereby amended from total expenses of \$29,937,000 to total expenses of \$31,937,000.

SECTION II. **Adoption of Budget Amendment.** The Stanton Project budget for Fiscal Year 2019 as amended by Section I above is hereby approved and adopted.

SECTION III. **Effective Date.** This resolution shall take effect immediately upon its adoption.

This Resolution 2019-B9 is hereby approved and adopted by the Board of Directors of the Florida Municipal Power Agency on September 19, 2019.

Chairman, Board of Directors

I HEREBY CERTIFY that on September 19, 2019, the above Resolution 2019-B9 was approved and adopted by the Board of Directors of the Florida Municipal Power Agency, and that this is a true and conformed copy of Resolution 2019-B9.

ATTEST:

Secretary or Assistant Secretary

SEAL

AGENDA ITEM 10 – REPORTS

- b. Resolution 2019-B10-Approval of
Budget Amendment for Tri-City
Project**

**Finance Committee Meeting
September 19, 2019**

RESOLUTION OF THE BOARD OF DIRECTORS OF FLORIDA MUNICIPAL POWER AGENCY: (I) AMENDING THE TRI-CITY PROJECT BUDGET FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2018, AND ENDING SEPTEMBER 30, 2019; (II) ADOPTING THE AMENDED BUDGET FOR THE TRI-CITY PROJECT FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2018, AND ENDING SEPTEMBER 30, 2019; AND (III) PROVIDING AN EFFECTIVE DATE.

Whereas, pursuant to resolution 2018-B10 adopted on June 14, 2018, the Board of Directors adopted the Tri-City Project budget for the fiscal year beginning October 1, 2018, and ending September 30, 2019 (“**Fiscal Year 2019**”) authorizing total expenses of \$11,558,000;

Whereas, pursuant to Section III of resolution 2018-B10, a proposed amendment to the Fiscal Year 2019 budget for the Tri-City Project has been duly submitted to the Board of Directors for approval; and

Whereas, the proposed budget amendment of \$1,000,000 is needed to adjust expenditures for higher levels of Project operations, which has the effect of lowering the average per MWh Tri-City Project costs to a forecast average cost of \$98.25 MWh for Fiscal Year 2019.

BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE FLORIDA MUNICIPAL POWER AGENCY THAT:

SECTION I. **Amendment to Tri-City Project Budget.** The Tri-City Project budget for Fiscal Year 2019 is hereby amended from total expenses of \$11,558,000 to total expenses of \$12,558,000.

SECTION II. **Adoption of Budget Amendment.** The Tri-City Project budget for Fiscal Year 2019 as amended by Section I above is hereby approved and adopted.

SECTION III. **Effective Date.** This resolution shall take effect immediately upon its adoption.

This Resolution 2019-B10 is hereby approved and adopted by the Board of Directors of the Florida Municipal Power Agency on September 19, 2019.

Chairman, Board of Directors

I HEREBY CERTIFY that on September 19, 2019, the above Resolution 2019-B10 was approved and adopted by the Board of Directors of the Florida Municipal Power Agency, and that this is a true and conformed copy of Resolution 2019-B10.

ATTEST:

Secretary or Assistant Secretary

SEAL

AGENDA ITEM 10 – REPORTS

- c. Resolution 2019-B11-Approval of
Budget Amendment for Stanton II
Project**

**Finance Committee Meeting
September 19, 2019**

RESOLUTION OF THE BOARD OF DIRECTORS OF FLORIDA MUNICIPAL POWER AGENCY: (I) AMENDING THE STANTON II PROJECT BUDGET FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2018, AND ENDING SEPTEMBER 30, 2019; (II) ADOPTING THE AMENDED BUDGET FOR THE STANTON II PROJECT FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2018, AND ENDING SEPTEMBER 30, 2019; AND (III) PROVIDING AN EFFECTIVE DATE.

Whereas, pursuant to resolution 2018-B10 adopted on June 14, 2018, the Board of Directors adopted the Stanton II Project budget for the fiscal year beginning October 1, 2018, and ending September 30, 2019 ("**Fiscal Year 2019**") authorizing total expenses of \$50,692,000;

Whereas, pursuant to Section III of resolution 2018-B10, a proposed amendment to the Fiscal Year 2019 budget for the Stanton II Project has been duly submitted to the Board of Directors for approval; and

Whereas, the proposed budget amendment of \$1,000,000 is needed to adjust expenditures for higher levels of Project operations, which has the effect of lowering the average per MWh Stanton II Project costs to a forecast average cost of \$97.47 MWh for Fiscal Year 2019.

BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE FLORIDA MUNICIPAL POWER AGENCY THAT:

SECTION I. **Amendment to Stanton II Project Budget.** The Stanton II Project budget for Fiscal Year 2019 is hereby amended from total expenses of \$50,692,000 to total expenses of \$51,692,000.

SECTION II. **Adoption of Budget Amendment.** The Stanton II Project budget for Fiscal Year 2019 as amended by Section I above is hereby approved and adopted.

SECTION III. **Effective Date.** This resolution shall take effect immediately upon its adoption.

This Resolution 2019-B11 is hereby approved and adopted by the Board of Directors of the Florida Municipal Power Agency on September 19, 2019.

Chairman, Board of Directors

I HEREBY CERTIFY that on September 19, 2019, the above Resolution 2019-B11 was approved and adopted by the Board of Directors of the Florida Municipal Power Agency, and that this is a true and conformed copy of Resolution 2019-B11.

ATTEST:

Secretary or Assistant Secretary

SEAL

AGENDA ITEM 10 – REPORTS

**d. Resolution 2019-EC6-Series 2019
A Bonds and Related Documents**

**Finance Committee Meeting
September 19, 2019**

A RESOLUTION OF THE EXECUTIVE COMMITTEE OF FLORIDA MUNICIPAL POWER AGENCY (I) RECITING STATEMENT OF AUTHORITY; (II) APPROVING AND ADOPTING THE SERIES 2019A SUPPLEMENTAL ALL-REQUIREMENTS POWER SUPPLY PROJECT REVENUE BOND RESOLUTION (FIXED RATE BONDS) WHICH AUTHORIZES THE ISSUANCE OF FLORIDA MUNICIPAL POWER AGENCY ALL-REQUIREMENTS POWER SUPPLY PROJECT REFUNDING REVENUE BONDS, SERIES 2019A TO BE SOLD ON OR BEFORE MAY 31, 2020 IN A PRINCIPAL AMOUNT SUFFICIENT TO PRODUCE NOT TO EXCEED NINETY MILLION DOLLARS (\$90,000,000) IN NET PROCEEDS FOR THE PURPOSE OF REFUNDING ALL OR A PORTION OF FMPA'S ALL-REQUIREMENTS POWER SUPPLY PROJECT VARIABLE RATE DEMAND REFUNDING REVENUE BONDS, SERIES 2008C (THE "REFUNDED BONDS") AND TO PAY ANY COSTS OF ISSUANCE RELATING TO THE SERIES 2019A BONDS (INCLUDING ANY SWAP TERMINATION FEES PAYABLE IN CONNECTION WITH THE TERMINATION OF ANY QUALIFIED SWAPS RELATED TO THE REFUNDED BONDS) AND DELEGATES TO AUTHORIZED SIGNATORIES AND AUTHORIZED OFFICERS CERTAIN MATTERS RELATING TO THE ISSUANCE OF SUCH SERIES 2019A BONDS INCLUDING (1) WHETHER AND WHEN TO ISSUE SUCH SERIES 2019A BONDS, (2) DETERMINATION OF THE PRINCIPAL AMOUNTS, MATURITIES, INTEREST RATES, SINKING FUND INSTALLMENTS AND OTHER REDEMPTION PROVISIONS OF THE SERIES 2019A BONDS, (3) APPROVAL OF THE SALE AND PURCHASE PRICE FOR THE SERIES 2019A BONDS, (4) DETERMINATION OF THE SWAP TERMINATION FEES FOR TERMINATION OF ALL OR ANY PORTION OF THE QUALIFIED SWAPS RELATING TO THE REFUNDED BONDS; (5) DETERMINATION OF WHETHER AND WHEN TO TERMINATE ALL OR ANY PORTION OF THE QUALIFIED SWAPS RELATING TO THE REFUNDED BONDS AND TO EFFECT THE TERMINATION OF ALL OR ANY PORTION OF THE QUALIFIED SWAPS AND TO EXECUTE ANY DOCUMENTATION IN CONNECTION THEREWITH, INCLUDING, BUT NOT LIMITED TO, THE CONFIRMATIONS OF THE TERMINATIONS IN WHOLE OR IN PART OF ANY QUALIFIED SWAPS, (6) DETERMINATION OF AMOUNT, IF ANY, OF THE DEBT SERVICE RESERVE REQUIREMENT FOR THE SERIES 2019A BONDS, (7) DETERMINATION OF THE SWAP REINSTATEMENT FEES OR INCREASE IN FIXED RATES ON QUALIFIED SWAPS FOR REINSTATEMENT OF ALL OR ANY PORTION OF THE QUALIFIED SWAPS RELATING TO THE REFUNDED BONDS AND THE PAYMENT OF SUCH FEES, (8) DETERMINATION OF WHETHER AND WHEN TO REINSTATE ALL OR ANY PORTION OF THE QUALIFIED SWAPS RELATING TO THE REFUNDED BONDS AND TO EFFECT THE REINSTATEMENT OF ALL OR ANY PORTION OF THE QUALIFIED SWAPS AND TO EXECUTE ANY DOCUMENTATION IN CONNECTION THEREWITH, INCLUDING, BUT NOT LIMITED TO, THE CONFIRMATIONS OF THE REINSTATEMENT IN WHOLE OR IN PART OF ANY QUALIFIED SWAPS, (9) DETERMINATION OF THE AGGREGATE PRINCIPAL AMOUNT OF SERIES 2019A BONDS TO BE

ISSUED, (10) DETERMINATION OF PRESENT VALUE SAVINGS FROM ISSUING THE SERIES 2019A BONDS AND FROM ISSUING FMPA'S ALL-REQUIREMENTS POWER SUPPLY PROJECT REFUNDING REVENUE BONDS, SERIES 2019B; AND (11) DETERMINATION OF THE ADVISABILITY OF SECURING BOND INSURANCE FOR SUCH SERIES 2019A BONDS; (III) MAKING CERTAIN FINDINGS AS TO THE REASONS REQUIRING THE NEGOTIATED SALE OF THE SERIES 2019A BONDS; (IV) ACKNOWLEDGING REQUIREMENT TO OBTAIN DISCLOSURE STATEMENT FROM THE UNDERWRITERS AND APPROVING THE FORM DISCLOSURE STATEMENT; (V) AUTHORIZING AND APPROVING THE AWARD OF SALE OF THE SERIES 2019A BONDS TO ONE OR MORE UNDERWRITERS OF BONDS OF FMPA AND THE EXECUTION OF A BOND PURCHASE CONTRACT; (VI) APPROVING THE PREPARATION, EXECUTION, DELIVERY AND USE OF A PRELIMINARY AND A FINAL OFFICIAL STATEMENT, THE DEEMING "FINAL" OF THE PRELIMINARY OFFICIAL STATEMENT AND THE EXECUTION, DELIVERY AND PERFORMANCE OF A CONTINUING DISCLOSURE AGREEMENT AND, IF NECESSARY, AN ESCROW DEPOSIT AGREEMENT; (VII) DESIGNATING AUTHORIZED OFFICERS AND APPROVING AND RATIFYING PREVIOUS ACTIONS; (VIII) PROVIDING FOR THE TAKING OF CERTAIN OTHER ACTIONS; (IX) PROVIDING FOR SEVERABILITY; AND (X) PROVIDING FOR AN EFFECTIVE DATE.

BE IT RESOLVED BY THE EXECUTIVE COMMITTEE OF THE FLORIDA MUNICIPAL POWER AGENCY ("FMPA") THAT:

SECTION 1. AUTHORITY FOR THIS RESOLUTION. This resolution (the "Resolution") is adopted pursuant to the provisions of Part II, Chapter 361, Florida Statutes, as amended, Section 163.01, Florida Statutes, as amended, and Part II, Chapter 166, Florida Statutes, as amended.

SECTION 2. APPROVAL AND ADOPTION OF THE SERIES 2019A SUPPLEMENTAL ALL-REQUIREMENTS POWER SUPPLY PROJECT REVENUE BOND RESOLUTION (FIXED RATE BONDS). The terms of the Series 2019A Supplemental All-Requirements Power Supply Project Revenue Bond Resolution (Fixed Rate Bonds) (the "Series 2019A Supplemental Resolution"), in the form attached hereto as Exhibit A, which delegates to Authorized Signatories, defined therein, certain matters relating to the issuance by FMPA of its All-Requirements Power Supply Project Refunding Revenue Bonds, Series 2019A (the "Series 2019A Bonds") including, without limitation, whether and when to issue the Series 2019A Bonds, the aggregate principal amount of the Series 2019A Bonds, various matters relating to the initial issuance of the Series 2019A Bonds, including the interest rates, maturities, principal amounts, sinking fund installments and other redemption provisions relating to the Series 2019A Bonds, determination of amount, if any, of the Debt Service Reserve Requirement for the Series 2019A Bonds, determination of present value savings from issuing the Series 2019A Bonds and from issuing FMPA's All-Requirements Power Supply Project Refunding Revenue Bonds, Series 2019B, provisions relating to the sale and purchase of the Series 2019A Bonds, the execution and delivery of an Escrow Deposit Agreement, if any, determination of the swap termination fees for termination of all or any portion of the Qualified Swaps relating to the Refunded Bonds, provisions relating to the termination of certain outstanding Qualified Swaps, including, without limitation, whether and when to terminate all or any portion of the Qualified Swaps relating to the Refunded Bonds and to effect the termination of all or any portion of the Qualified Swaps and to execute any documentation in connection therewith, including, but not limited to, the confirmations of the terminations in whole or in part of any Qualified Swaps, determination of the swap reinstatement fees or

increase in fixed rates on Qualified Swaps for reinstatement of all or any portion of the Qualified Swaps relating to the Refunded Bonds and the payment of such fees or to increase such fixed rates, provisions relating to the reinstatement of certain outstanding Qualified Swaps, including, without limitation, whether and when to reinstate all or any portion of the Qualified Swaps relating to the Refunded Bonds and to effect the reinstatement of all or any portion of the Qualified Swaps and to execute any documentation in connection therewith, including, but not limited to, the confirmations of the reinstatement in whole or in part of any Qualified Swaps are hereby approved and said Supplemental Resolution is hereby adopted and the Authorized Officers designated herein are hereby authorized and directed to execute and file the same with the Trustee. In connection with such delegation, the Authorized Officers are further authorized to execute and deliver a Bond Series Certificate fixing the terms and other details of the Series 2019A Bonds. Capitalized terms used herein but not defined shall have the meanings ascribed to such terms in the All-Requirements Power Supply Revenue Bond Resolution, adopted by FMPA on March 22, 1985, as amended and restated in its entirety on May 23, 2003, as supplemented and amended (the "Bond Resolution").

SECTION 3. FINDINGS RELATING TO THE NEGOTIATED SALE OF THE SERIES 2019A BONDS AUTHORIZED BY THE SERIES 2019A SUPPLEMENTAL RESOLUTION. Pursuant to Section 218.385, Florida Statutes, as amended, it is hereby found, determined and declared in respect of any negotiated sale of the Series 2019A Bonds authorized by the Series 2019A Supplemental Resolution, as follows:

3.01 The Series 2019A Bonds to be sold will provide funds to pay the costs of refunding all or a portion of FMPA's All-Requirements Power Supply Project Refunding Revenue Bonds, Series 2008C, (the "Refunded Bonds") and to pay Costs of Issuance relating to the Series 2019A Bonds (including any swap termination fees payable by FMPA in connection with the termination of any Qualified Swaps relating to the Refunded Bonds).

3.02 The Series 2019A Bonds authorized by the Series 2019A Supplemental Resolution are expected to be issued in a single series at a time deemed most beneficial to providing monies to refund the Refunded Bonds and to pay Costs of Issuance relating to the Series 2019A Bonds (including any swap termination fees payable by FMPA in connection with the termination of any Qualified Swaps relating to the Refunded Bonds) as economically and expeditiously as possible and the successful sale of such Series 2019A Bonds would be made more difficult and expensive if required to be sold at competitive sale.

3.03 Due to the characteristics of the Series 2019A Bonds, prevailing and anticipated market conditions and the need for flexibility in timing the issuance of the Series 2019A Bonds and the termination of the Qualified Swaps, it is necessary and in the best interests of FMPA to sell the Series 2019A Bonds at a negotiated sale to the underwriters, upon satisfaction of the terms and conditions set forth in the Series 2019A Supplemental Resolution and in the Bond Purchase Contract (as defined below).

SECTION 4. ACKNOWLEDGMENT OF REQUIREMENT TO OBTAIN DISCLOSURE STATEMENT FROM UNDERWRITERS; APPROVAL OF FORM OF DISCLOSURE STATEMENT. FMPA hereby acknowledges that it is required to receive from the Underwriters a disclosure statement containing the information required pursuant to Section 218.385(6), Florida Statutes. The form of disclosure statement, in substantially the form attached as an exhibit to the form of Bond Purchase Contract attached as Exhibit "A" to the Series 2019A Supplemental Resolution, is hereby approved (the "Bond Purchase Contract").

SECTION 5. AUTHORIZATION AND APPROVAL FOR THE AWARD OF SALE OF THE SERIES 2019A BONDS TO THE UNDERWRITERS OF FMPA'S SERIES 2019A BONDS AND THE EXECUTION OF A BOND PURCHASE CONTRACT BETWEEN FMPA AND BARCLAYS CAPITAL INC. AS REPRESENTATIVE OF THE UNDERWRITERS. The sale of the Series 2019A Bonds to Barclays Capital Inc., on behalf of itself and as representative for BofA Securities, Inc. (collectively, the "Underwriters"), is hereby authorized, together with the execution and delivery by the Authorized Officers of a Bond Purchase Contract substantially in the form attached to the Series 2019A Supplemental Resolution as Exhibit "A," with such changes therein as such Authorized Officers may deem necessary or desirable, for such sale to the Underwriters, as provided in the Series 2019A Supplemental Resolution.

SECTION 6. APPROVING THE FORM OF AND THE EXECUTION, DELIVERY AND THE USE OF A PRELIMINARY AND A FINAL OFFICIAL STATEMENT, AUTHORIZING THE AUTHORIZED OFFICERS TO DEEM "FINAL" THE PRELIMINARY OFFICIAL STATEMENT, AND APPROVING THE EXECUTION, DELIVERY AND PERFORMANCE OF A CONTINUING DISCLOSURE AGREEMENT AND, IF NECESSARY, AN ESCROW DEPOSIT AGREEMENT. (a) The Authorized Officers are hereby authorized to prepare a Preliminary Official Statement and a Final Official Statement in substantially the form of the Preliminary Official Statement approved and attached as Exhibit "B" to the Series 2019A Supplemental Resolution, with such revisions to reflect the operations of the All-Requirements Power Supply Project, and with such other changes, omissions, insertions and revisions as the Authorized Officers may approve. Such Authorized Officers are hereby authorized to make public and permit the distribution of the Preliminary Official Statement and to execute and deliver a final Official Statement relating to the Series 2019A Bonds on behalf of FMPA with such changes, omissions, insertions, revisions or modifications in and such additions to or deletions thereto as such Authorized Officers may approve, such approval to be conclusively evidenced by the execution thereof by such Authorized Officers and such Official Statement as so executed and delivered is hereby approved. The Authorized Officers are authorized to deliver a certification to the effect that the Preliminary Official Statement, together with such other documents, if any, described in such certificate was deemed final as of its date for purposes of Rule 15c2-12 of the Securities and Exchange Commission. Such Authorized Officers are also hereby authorized to execute, deliver and provide for the performance by FMPA of the terms and conditions of a Continuing Disclosure Agreement in substantially the form appended to the Bond Purchase Contract with such changes therein as such Officers deem necessary or desirable, such approval to be evidenced conclusively by the execution of such Continuing Disclosure Agreement by said Authorized Officers of FMPA. The Authorized Officers of FMPA are hereby authorized and directed to execute and deliver an Escrow Deposit Agreement, if necessary or desirable, in substantially the form attached to the Series 2019A Supplemental Resolution as Exhibit "C," subject to such changes or modifications therein as the Authorized Officers may approve as necessary or desirable thereto, such approval to be evidenced conclusively by the execution of such Escrow Deposit Agreement by said Authorized Officers of FMPA.

(b) The Preliminary Official Statement, Final Official Statement, Continuing Disclosure Agreement and all other disclosure documentation relating to the issuance of the Series 2019A Bonds will be prepared in accordance with FMPA's Municipal Finance Disclosure Procedures, adopted on November 10, 2015, as amended (the "Disclosure Procedures").

SECTION 7. DESIGNATION OF AUTHORIZED OFFICERS AND APPROVAL AND RATIFICATION OF PREVIOUS ACTIONS. The Chairperson of the Executive Committee and the Vice Chairperson of the Executive Committee and the Secretary, elected Treasurer, General Manager and CEO, any Assistant Secretary and the Chief Financial Officer of FMPA are each hereby designated as (i) Authorized Officers for the purposes of executing and delivering the Series 2019A Supplemental Resolution and, subject to the provisions of the Series 2019A Supplemental Resolution, taking any other

actions authorized by this Resolution and in connection with the issuance of the Series 2019A Bonds under the Series 2019A Supplemental Resolution and (ii) as Authorized Officers as defined in Section 101 of the Bond Resolution for the purpose of executing and delivering the documents set forth herein and taking any other actions authorized by this Resolution in connection with the issuance of the Series 2019A Bonds and any actions taken prior to the date hereof in connection with any actions authorized by this Resolution are hereby approved and ratified.

SECTION 8. FURTHER ACTIONS. Each Authorized Officer designated hereunder is hereby authorized and empowered to take all further actions as may be necessary or desirable in carrying out the terms and provisions of this Resolution and each of the documents referred to herein.

SECTION 9. SEVERABILITY. If one or more provisions of this Resolution should be determined by a court of competent jurisdiction to be contrary to law, such provisions shall be deemed to be severable from the remaining provisions hereof, and shall in no way affect the validity or enforceability of such remaining provisions.

SECTION 10. EFFECTIVE DATE. This Resolution shall take effect immediately upon its adoption.

This Resolution 2019-EC[_] is hereby approved and adopted by the Executive Committee of the Florida Municipal Power Agency on September 19, 2019.

Chairperson, Executive Committee

I HEREBY CERTIFY that, on September 19, 2019, the above Resolution 2019-EC[_] was approved and adopted by the Executive Committee of the Florida Municipal Power Agency, and that this is a true and conformed copy of Resolution 2019-EC[_].

ATTEST:

Secretary or Assistant Secretary

SEAL

EXHIBIT A

Series 2019A Supplemental All-Requirements Power
Supply Project Revenue Bond Resolution (Fixed Rate Bonds)

FLORIDA MUNICIPAL POWER AGENCY
ALL-REQUIREMENTS POWER SUPPLY PROJECT

**All-Requirements Power Supply Project Refunding Revenue Bonds,
Series 2019A**

**Series 2019A Supplemental
All-Requirements Power Supply Project
Revenue Bond Resolution
(Fixed Rate Bonds)**

Adopted September 19, 2019

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**SERIES 2019A SUPPLEMENTAL
ALL-REQUIREMENTS POWER SUPPLY PROJECT
REVENUE BOND RESOLUTION (FIXED RATE BONDS)**

BE IT RESOLVED by Florida Municipal Power Agency (“FMPA”) as follows:

ARTICLE I.

DEFINITIONS AND STATUTORY AUTHORITY

SECTION 1.01. Supplemental Resolution. This Series 2019A Supplemental All-Requirements Power Supply Project Revenue Bond Resolution (Fixed Rate Bonds) (the “Supplemental Resolution”) is supplemental to the All-Requirements Power Supply Project Revenue Bond Resolution adopted by FMPA on March 22, 1985, as amended and restated in its entirety on May 23, 2003, as supplemented and amended to the date hereof (the “Bond Resolution”). The Bond Resolution as so supplemented and amended is hereinafter referred to as the “Resolution”.

SECTION 1.02. Definitions. 1. Except as provided by this Supplemental Resolution, all terms which are defined in Section 101 of the Resolution shall have the same meanings, respectively, in this Supplemental Resolution as such terms are given in said Section 101 of the Resolution.

2. In this Supplemental Resolution:

Authorized Signatories means (i) Chairperson of the Executive Committee or the Vice Chairperson of the Executive Committee and (ii) the General Manager and CEO of FMPA or the Chief Financial Officer of FMPA.

Bond Counsel means Nixon Peabody LLP or any other attorney at law or a firm of attorneys, designated by FMPA, of nationally recognized standing in matters pertaining to the tax-exempt nature of interest on bonds issued by states and their political subdivisions, duly admitted to the practice of law before the highest court of any state of the United States of America selected by FMPA.

Bond Series Certificate means a certificate fixing the terms and other details of the Series 2019A Bonds, executed by the Authorized Signatories in accordance with delegation of power to do so under Section 2.07 hereof.

Business Day means any day that is not a Saturday, Sunday or other day on which commercial lenders in New York City or the State of Florida are closed.

Code means the Internal Revenue Code of 1986, as amended, and the applicable regulations thereunder.

DTC means The Depository Trust Company, New York, New York, as initial Securities Depository or any substitute securities depository appointed pursuant to Section 2.12.3(c) hereof.

Net Proceeds shall have the meaning set forth in Section 2.01 of this Supplemental Resolution.

Opinion of Bond Counsel means a written opinion signed by Bond Counsel.

Refunded Bonds means FMPA's All-Requirements Power Supply Project Variable Rate Demand Refunding Revenue Bonds, Series 2008C to be refunded with a portion of the proceeds of the Series 2019A Bonds, as more particularly described in the Bond Series Certificate.

Securities Depository means a recognized securities depository selected by FMPA to maintain a book-entry system with respect to the Series 2019A Bonds, and shall include any substitute for or successor to the securities depository initially acting as Securities Depository.

Securities Depository Nominee means, as to any Securities Depository, such Securities Depository or the nominee of such Securities Depository in whose name there shall be registered on the registration books maintained by FMPA at the office of the Bond Registrar the bond certificates to be delivered to and immobilized at such Securities Depository during the continuation with such Securities Depository of participation in its book-entry system.

Series 2019A Bonds means FMPA's All-Requirements Power Supply Project Refunding Revenue Bonds, Series 2019A, authorized by Article II of this Supplemental Resolution.

Supplemental Resolution means, collectively, this Supplemental Resolution and Bond Series Certificate, which is supplemental to the Bond Resolution as from time to time amended or supplemented by other supplemental resolutions in accordance with the terms of the Resolution and the terms hereof. This Supplemental Resolution shall constitute a "Supplemental Resolution" within the meaning of the Resolution.

SECTION 1.03. Authority for this Supplemental Resolution. This Supplemental Resolution is adopted (i) pursuant to the provisions of the Act and (ii) in accordance with Article II and Article X of the Bond Resolution.

ARTICLE II.

AUTHORIZATION OF SERIES 2019A BONDS; TERMS AND PROVISIONS OF SERIES 2019A BONDS

SECTION 2.01. Principal Amount, Designation of Series, Purpose, Debt Service Reserve Requirement. 1. Pursuant to the provisions of the Bond Resolution, a Series of Additional Bonds entitled to the benefit, protection and security of the Bond Resolution, which for purposes of this Supplemental Resolution shall be referred to herein as the "Series 2019A Bonds", is hereby authorized to be issued from the date of this Supplemental Resolution to and including May 31, 2020 in an aggregate principal amount not to exceed the principal amount necessary so that, after giving effect to any original issue discount (exclusive of any premium) and underwriters' discount from the principal amount and exclusive of the amount, if any, required to be deposited in the Debt Service Reserve Account to satisfy the Debt Service Reserve Requirement, if any (other than the amount, if

any, provided from other available funds of FMPPA), the amount to be applied to the refunding of the Refunded Bonds pursuant to Section 3.01(a) of this Supplemental Resolution, or otherwise applied to effectuate the purposes of subsection 3 of Section 2.01 (exclusive of the amount so deposited therein determined in any Bond Series Certificate as estimated to be necessary to pay capitalized interest or to pay any Costs of Issuance of the Series 2019A Bonds (including any termination fees related to any Qualified Swap terminated in connection with refunding of the Refunded Bonds)) payable from the proceeds of such Series 2019A Bonds, shall not exceed the amount or amounts determined in the Bond Series Certificate to be necessary to effectuate the purposes set forth in subsection 3 of Section 2.01 hereof ("Net Proceeds"); provided, however, that as of any date of original issuance of any Series 2019A Bonds issued to finance all or a portion of the cost of refunding the Refunded Bonds, the aggregate amount of Net Proceeds shall not exceed \$90,000,000.

2. Series 2019A Bonds shall be designated as, and shall be distinguished from the Bonds of all other Series by the title, "All-Requirements Power Supply Project Refunding Revenue Bonds, Series 2019A" or such other title or titles as are set forth in the Bond Series Certificate.

3. The purposes for which the Series 2019A Bonds are issued is to provide for the payment of all or any part of the cost of refunding the Refunded Bonds deemed advisable by the Authorized Signatories executing a Bond Series Certificate pursuant to Section 2.07.1 hereof in accordance with Section 204 of the Bond Resolution, to fund the Debt Service Reserve Requirement, if any, to pay Costs of Issuance (including the payment of any termination fees related to any Qualified Swap terminated in connection with refunding of the Refunded Bonds). and to fund any related capitalized interest, all to the extent and in the manner provided in this Supplemental Resolution.

4. The Debt Service Reserve Requirement, if any, for the Series 2019A Bonds shall be the amount set forth in the Bond Series Certificate.

SECTION 2.02. Date, Maturities, Principal Amounts and Interest. The Series 2019A Bonds, except as otherwise provided in the Resolution, shall be dated the date or dates determined in the Bond Series Certificate. The Series 2019A Bonds shall mature on the date or dates and in the year or years and principal amount or amounts, and shall bear interest at the rate or rates per annum, if any, specified in the Bond Series Certificate.

The Series 2019A Bonds shall bear interest from their date or dates and be payable on such date or dates as may be determined pursuant to the Bond Series Certificate. Except as otherwise provided in the Bond Series Certificate, interest on the Series 2019A Bonds shall be computed on the basis of twelve 30-day months and a 360-day year.

SECTION 2.03. Forms of Series 2019A Bonds and Trustee's Certificate of Authentication, Denominations, Numbers and Letters. 1. Unless otherwise provided in the Bond Series Certificate, the Series 2019A Bonds shall be issued in fully registered form, subject to the provisions of a book-entry-only system (as hereinafter described), without coupons. Subject to the provisions of the Resolution, the form of registered Series 2019A Bonds, and the Trustee's certificate of authentication, shall be substantially in the form and in the authorized

denominations set forth in the Bond Series Certificate. The Series 2019A Bonds shall be lettered and numbered as provided in the Bond Series Certificate.

2. At the written direction of an Authorized Officer, “CUSIP” identification numbers will be imprinted on the Series 2019A Bonds, but such numbers shall not constitute a part of the contract evidenced by the Series 2019A Bonds and any error or omission with respect thereto shall not constitute cause for refusal of any purchaser to accept delivery of and pay for the Series 2019A Bonds. In addition, failure on the part of FMPA or the Trustee to use such CUSIP numbers in any notice to Holders of the Series 2019A Bonds shall not constitute an event of default or any similar violation of FMPA’s contract with such Holders.

SECTION 2.04. Place and Medium of Payment; Paying Agent. Except as otherwise provided in the Bond Series Certificate, principal and Redemption Price of the Series 2019A Bonds shall be payable to the registered owner of each Series 2019A Bond when due upon presentation of such Series 2019A Bond at the principal corporate trust office of the Trustee. Except as otherwise provided in the Bond Series Certificate, interest on the registered Series 2019A Bonds will be paid by check or draft mailed on the interest payment date by the Paying Agent, to the registered owner at his address as it appears on the registration books or, at the option of any Holder of at least one million dollars (\$1,000,000) in principal amount of the Series 2019A Bonds, by wire transfer in immediately available funds on each interest payment date to such Holder thereof upon written notice from such Holder to the Trustee, at such address as the Trustee may from time to time notify such Holder, containing the wire transfer address (which shall be in the continental United States) to which such Holder wishes to have such wire directed, if such written notice is received not less than twenty (20) days prior to the related interest payment date (such notice may refer to multiple interest payments).

SECTION 2.05. Sinking Fund Installments. The Series 2019A Bonds as determined in the Bond Series Certificate shall be subject to redemption in part, selected in such manner as the Trustee deems fair and appropriate, on each date in the year or years determined in the Bond Series Certificate at the principal amount thereof plus accrued interest up to but not including the date of redemption thereof, from mandatory Sinking Fund Installments which are required to be made in amounts sufficient to redeem on each such date the principal amount of such Series 2019A Bonds.

SECTION 2.06. Redemption Prices and Terms. The Series 2019A Bonds as determined in the Bond Series Certificate may also be subject to redemption prior to maturity, at the option of FMPA, at the Redemption Price or Redemption Prices, if any, and on the redemption terms, if any, as provided in the Bond Series Certificate, upon notice as provided in Article IV of the Resolution, at any time as a whole or in part (selected in such manner as the Trustee deems fair and appropriate within a maturity if less than all of a maturity is to be redeemed), from maturities designated by FMPA on and after the date and in the years and at a Redemption Price equal the principal amount thereof plus accrued interest up to but not including the redemption date.

SECTION 2.07. Delegation to Authorized Signatories. 1. There is hereby delegated to the Authorized Signatories, subject to the limitations contained in this Supplemental Resolution, the following powers with respect to the issuance of any Series 2019A Bonds or, in

the case of clause (o) and clause (p) below, with respect to the failure to issue the Series 2019A Bonds after terminating the Qualified Swaps related to the Refunded Bonds:

(a) to determine when to issue any Series 2019A Bonds, the amount of Net Proceeds to be provided by the Series 2019A Bonds, and the amount of the proceeds of the Series 2019A Bonds estimated to be necessary to pay the Costs of Issuance of the Series 2019A Bonds (including the payment of any termination fees related to any Qualified Swap terminated in connection with refunding of the Refunded Bonds) and to fund capitalized interest, if any;

(b) to determine, in connection with the refunding of the Refunded Bonds and the issuance of the Series 2019A Bonds, the swap termination fees for termination of all or any portion of the Qualified Swaps relating to the Refunded Bonds;

(c) to determine whether and when to terminate all or any portion of the Qualified Swaps relating to the Refunded Bonds and to effect the termination of all or any portion of the Qualified Swaps and to execute any documentation in connection therewith, including, but not limited to, the confirmations of the terminations in whole or in part of any Qualified Swaps;

(d) to determine the amount, if any, of the Debt Service Reserve Requirement for the Series 2019A Bonds and the amount of the proceeds of the Series 2019A Bonds estimated to be necessary to fund any such Debt Service Reserve Requirement;

(e) to determine the principal amounts of the Series 2019A Bonds to be issued, which aggregate principal amounts shall not exceed the principal amounts permitted by Section 2.01 of this Supplemental Resolution, and to determine Accreted Values and Appreciated Values, if applicable;

(f) to determine the maturity date and principal amount of each maturity of the Series 2019A Bonds and the amount and due date of each Sinking Fund Installment, if any; provided, however, that the final maturity date of the Series 2019A Bonds shall be no later than October 1, 2035;

(g) to determine the date or dates which the Series 2019A Bonds shall be dated and the interest rate or rates of the Series 2019A Bonds; provided, however, that the Series 2019A Bonds the interest on which is generally intended by FMPA to be excluded from gross revenue for federal income tax purposes shall not have an all-in true interest cost (inclusive of the payment of any termination fees related to any Qualified Swap terminated in connection with refunding of the Refunded Bonds) in excess of 5.00%;

(h) to determine the Redemption Price or Redemption Prices, if any, and the redemption terms, if any, for the Series 2019A Bonds; provided, however, that if the Series 2019A Bonds are to be redeemable at the election of FMPA, the Redemption Price shall not be greater than one hundred two percent (102%) of the principal amount

of the Series 2019A Bonds to be redeemed, plus accrued interest thereon up to but not including the date of redemption;

(i) to determine the purchase price for the Series 2019A Bonds to be paid by the purchasers referred to in the Purchase Contract, as such document is described in Section 2.08 of this Supplemental Resolution which may include such original issue discount and original issue premium as shall be determined in the Bond Series Certificate; provided, however, that the underwriters' discount reflected in such purchase price shall not exceed \$5.00 for each one thousand dollars (\$1,000) principal amount of the Series 2019A Bonds;

(j) to determine the advisability, as compared to an unenhanced transaction, of obtaining bond insurance, to select a provider or providers thereof and to determine and accept the terms and provisions and price thereof, to determine such other matters related thereto as in the opinion of the Authorized Signatories executing the Bond Series Certificate shall be considered necessary or appropriate and to effect such determinations by making any changes in or additions to this Supplemental Resolution required by bond insurance providers, if any, or required by a Rating Agency in order to attain or maintain specific ratings on the Series 2019A Bonds, or relating to the mechanisms for the repayment of amounts advanced thereunder or payment of fees, premiums, expenses or any other amounts, notices, the provision of information, and such other matters of a technical, mechanical, procedural or descriptive nature necessary or appropriate to obtain or implement bond insurance with respect to the Series 2019A Bonds, and to make any changes in connection therewith;

(k) to take all actions required for the Series 2019A Bonds to be eligible under the rules and regulations of DTC for investment and trading as uncertificated securities, to execute and deliver a standard form of letter of representation with DTC and, notwithstanding any provisions to the contrary contained in this Supplemental Resolution, to include in the Bond Series Certificate such terms and provisions in addition to or modifying those contained in Section 2.12 hereof as may be appropriate or necessary to provide for uncertificated securities in lieu of Series 2019A Bonds issuable in fully registered form;

(l) to determine whether to (i) enter into an Escrow Deposit Agreement (as hereinafter defined) or other arrangement in connection with the issuance of the Series 2019A Bonds, including the selection of a verification agent, if any, and the manner of determining specified matters relating to the defeasance of the Refunded Bonds and (ii) purchase SLGs or open market securities and the form and substance thereof and any related investment agreement, and to determine the application of any amounts released in connection with any such refunding from any funds and accounts held under the Resolution;

(m) to determine the present value savings from FMPA issuing the Series 2019A Bonds as compared to the Refunded Bonds and from FMPA issuing the All-Requirements Power Supply Project Refunding Revenue Bonds, Series 2019B as compared to FMPA's All-Requirements Power Supply Project Revenue Bonds, Series

2013A, such total combined present value savings shall be no less than negative present value savings of \$500,000 and the Authorized Signatories may rely on a certificate from FMPA's financial advisor in order to confirm the savings determinations made in this clause (m);

(n) to make such changes in or from the form of this Supplemental Resolution as may be necessary or desirable in connection with obtaining a rating with respect to the Series 2019A Bonds or, in the opinion of Bond Counsel, in order to cure any ambiguities, inconsistencies or other defects;

(o) to determine, in connection with the failure to issue the Series 2019A Bonds after terminating the Qualified Swaps related to the Refunded Bonds, the swap reinstatement fees or increase in fixed rates on Qualified Swaps for reinstating all or any portion of the Qualified Swaps relating to the Refunded Bonds and to make payment of such fees or to increase such fixed rates;

(p) to determine whether and when to reinstate all or any portion of the Qualified Swaps relating to the Refunded Bonds and to effect the reinstatement of all or any portion of the Qualified Swaps and to execute any documentation in connection therewith, including, but not limited to, the confirmations of the reinstatement in whole or in part of any Qualified Swaps; and

(q) to determine such other matters specified in or permitted by (i) Sections 202 and 204 of the Bond Resolution or (ii) any provision of this Supplemental Resolution, including preparation of any documentation therefore.

2. The Authorized Signatories shall execute a Bond Series Certificate evidencing the determinations made pursuant to this Supplemental Resolution and any such Bond Series Certificate shall be conclusive evidence of the determinations of the Authorized Signatories as stated therein. The Bond Series Certificate shall be delivered to the Trustee prior to or contemporaneous with the authentication and delivery of the Series 2019A Bonds accompanied by a certificate of Dunlap & Associates, Inc., as financial advisor to FMPA, certifying that, based on such assumptions as such financial advisor deems appropriate, issuance of the Series 2019A Bonds for the purposes of refunding the Refunded Bonds and terminating any Qualified Swaps and payment of the Costs of Issuance of the Series 2019A Bonds (including payment of any termination fees payable in connection with the termination of any Qualified Swaps related to the Refunded Bonds) is advisable given current and expected financial market conditions. Determinations set forth in any Bond Series Certificate shall have the same effect as if set forth in this Supplemental Resolution.

3. In the event that the Authorized Signatories exercise any of the authority delegated to them pursuant to this Section 2.07 and execute a Bond Series Certificate evidencing such exercise, a report describing the exercise of such delegated authority shall be delivered at the next regularly scheduled meeting of the Executive Committee of FMPA following the closing of the Series 2019A Bonds.

SECTION 2.08. Sale of Series 2019A Bonds. Each Authorized Officer is hereby authorized to sell and award the Series 2019A Bonds to the purchasers referred to in the Purchase Contract, which Purchase Contract shall be substantially in the form of the draft Purchase Contract attached hereto as Exhibit A with such revisions to reflect the terms and provisions of the Series 2019A Bonds as may be approved by the Officer executing the Purchase Contract (the "Purchase Contract"). Each Authorized Officer is hereby authorized to agree to the selection of the representative of the underwriters as referred to in the Purchase Contract and to execute and deliver the Purchase Contract for and on behalf and in the name of FMPA with such changes, omissions, insertions and revisions as may be approved by the Authorized Officer executing the Purchase Contract, said execution being conclusive evidence of such approval and concurrence in the selection of the representative of the underwriters; *provided, however*, that at or prior to the time of the execution and delivery of the Purchase Contract, FMPA shall have received from the senior managing underwriter the disclosure statement required pursuant to Section 218.385(6), Florida Statutes. The purchase price of the Series 2019A Bonds to be paid by the Underwriters pursuant to the Purchase Contract shall be determined as provided in Section 2.07 hereof, subject to the limitations set forth therein.

2. Each Authorized Officer is hereby authorized to make public and to authorize the use and distribution by said purchasers or other appropriate parties of a preliminary official statement (the "Preliminary Official Statement") in connection with the public offering of the Series 2019A Bonds, in substantially the form of the draft Preliminary Official Statement attached hereto as Exhibit B with such changes, omissions, insertions and revisions as such Officer shall deem necessary or appropriate. FMPA authorizes any of said Authorized Officers to deliver a certification to the effect that such Preliminary Official Statement, together with such other documents, if any, described in such certificate, was deemed final as of its date for purposes of Rule 15c2-12 of the Securities and Exchange Commission as applicable.

3. Each Authorized Officer is hereby authorized to make public and to authorize distribution of a final Official Statement in substantially the form of the Preliminary Official Statement, with such changes, omissions, insertions and revisions as such Officer shall deem necessary or appropriate, to sign such Official Statement and to deliver such Official Statement to the purchasers of such issue of the Series 2019A Bonds, such execution being conclusive evidence of the approval of such changes, omissions, insertions and revisions.

4. Each Authorized Officer is hereby authorized to execute and deliver for and on behalf and in the name of FMPA, to the extent determined by such Authorized Officer to be necessary or convenient, a Continuing Disclosure Agreement, substantially in the form appended to the Purchase Contract, with such changes, omissions, insertions and revisions as such Officer shall deem advisable (the "Continuing Disclosure Agreement"), said execution being conclusive evidence of the approval of such changes, omissions, insertions and revisions.

5. Each Authorized Officer is hereby authorized to execute and deliver for and on behalf and in the name of FMPA, to the extent determined by such Authorized Officer to be necessary or convenient, an Escrow Deposit Agreement, with TD Bank, National Association, as Escrow Agent (the "Escrow Agent"), substantially in the form attached hereto as Exhibit C, with such changes, omissions, insertions and revisions as such Officer shall deem advisable (the

"Escrow Deposit Agreement"), said execution being conclusive evidence of the approval of such changes, omissions, insertions and revisions.

6. Each Authorized Officer is hereby authorized to take any and all action which they deem necessary or advisable in order to effect the registration or qualification (or exemption therefrom) of the Series 2019A Bonds for issue, offer, sale or trade under the Blue Sky or securities laws of any of the states of the United States of America and in connection therewith to execute, acknowledge, verify, deliver, file or cause to be published any applications, reports, consents to service of process, appointments of attorneys to receive service of process and other papers and instruments which may be required under such laws, and to take any and all further action which they may deem necessary or advisable in order to maintain any such registration or qualification for as long as they deem necessary or as required by law or by the underwriters.

7. The proceeds of the good faith check, if any, received by FMPA from the purchasers of the Series 2019A Bonds under the terms of the Purchase Contract may be invested by FMPA pending application of the proceeds of such good faith check for the purposes provided in Section 2.01 of this Supplemental Resolution at the time of the issuance and delivery of such Series 2019A Bonds or such good faith check may be held by FMPA uncashed and returned to the representative of the underwriters at the time of the issuance and delivery of the Series 2019A Bonds.

8. Each Authorized Officer is hereby authorized and directed to execute and deliver or cause to be executed and delivered any and all documents and instruments (including any insurance agreements or documents or instruments relating to bond insurance deemed appropriate) and to do and cause to be done any and all administrative acts and things as may be necessary or desirable in connection with the approval, execution and delivery of the Purchase Contract, the Continuing Disclosure Agreement, the Escrow Deposit Agreement, if any, the terms of any bond insurance or other such agreement or arrangement and the carrying out of their terms and the terms of the Bond Resolution and this Supplemental Resolution and the issuance, sale and delivery the Series 2019A Bonds and for implementing the terms of the Series 2019A Bonds and the transactions contemplated hereby or thereby.

9. When reference is made in this Supplemental Resolution to the authorization of an Authorized Officer to do any act, such act may be accomplished by any of such Officers individually.

SECTION 2.09. Compliance with Municipal Finance Disclosure Procedures. All actions taken by the Authorized Signatories under Section 2.07 and by the Authorized Officers under Section 2.08 shall be in compliance with all applicable provisions of FMPA's Municipal Finance Disclosure Procedures, adopted on November 10, 2015, as may be amended from time to time.

SECTION 2.10. Appointment of Paying Agent and Bond Registrar for the Series 2019A Bonds. Unless otherwise provided by the Bond Series Certificate, TD Bank, National Association is hereby appointed Paying Agent and Bond Registrar for the Series 2019A Bonds, such appointments to be effective immediately upon the filing of this Supplemental Resolution with the Trustee.

SECTION 2.11. Dealings in Series 2019A Bonds with FMPA. The Trustee, the Paying Agent or the Bond Registrar, each in its individual capacity, may in good faith buy, sell, own, hold and deal in any of the Series 2019A Bonds issued hereunder, and may join in any action which any Holder of the Series 2019A Bonds may be entitled to take with like effect as if it did not act in any capacity hereunder. The Trustee, the Paying Agent or the Bond Registrar, each in its individual capacity, either as principal or agent, may also engage in or be interested in any financial or other transaction with FMPA, and may act as depository, trustee, or agent for any committee or body of Holders of any Series 2019A Bonds secured hereby or other obligations of FMPA as freely as if it did not act in any capacity hereunder.

SECTION 2.12. Book-Entry-Only System. 1. Except as provided in subsections 2 and 3 of this Section 2.12, the registered holder of all Series 2019A Bonds shall be, and the Series 2019A Bonds shall be registered in the name of, Cede & Co. (“Cede”), as nominee of DTC. Payment of interest for any Series 2019A Bond, as applicable, shall be made in accordance with the provisions of this Supplemental Resolution to the account of Cede on the interest payment dates for the Series 2019A Bonds at the address indicated for Cede in the registration books of FMPA kept by the Bond Registrar.

2. (a) The Series 2019A Bonds shall be initially issued in the form of a separate single fully registered Bond in the amount of each separate stated maturity of the Series 2019A Bonds. Upon initial issuance, the ownership of each such Series 2019A Bond shall be registered in the registration books kept by the Bond Registrar, in the name of Cede, as nominee of DTC. With respect to Series 2019A Bonds so registered in the name of Cede, FMPA, the Trustee, the Bond Registrar and any Paying Agent shall have no responsibility or obligation to any DTC participant or to any beneficial owner of any of such Series 2019A Bonds. Without limiting the immediately preceding sentence, FMPA, the Trustee, the Bond Registrar and any Paying Agent shall have no responsibility or obligation with respect to (i) the accuracy of the records of DTC, Cede or any DTC participant with respect to any beneficial ownership interest in the Series 2019A Bonds, (ii) the delivery to any DTC participant, beneficial owner or other person, other than DTC, of any notice with respect to the Series 2019A Bonds, including any notice of redemption, or (iii) the payment to any DTC participant, beneficial owner or other person, other than DTC, of any amount with respect to the principal or Redemption Price of, or interest on, any of the Series 2019A Bonds. FMPA, the Trustee, the Bond Registrar and any Paying Agent may treat DTC as, and deem DTC to be, the absolute owner of each Series 2019A Bond for all purposes whatsoever, including (but not limited to) (a) payment of the principal or Redemption Price of, and interest on, each such Series 2019A Bond, (b) giving notices of redemption and other matters with respect to such Series 2019A Bonds and (c) registering transfers with respect to such Series 2019A Bonds. The Paying Agent shall pay the principal or Redemption Price of, and interest on, all Series 2019A Bonds only to or upon the order of DTC, and all such payments shall be valid and effective to satisfy fully and discharge FMPA’s obligations with respect to such principal or Redemption Price and interest, to the extent of the sum or sums so paid. Except as provided in subsection 3 of this Section 2.12, no person other than DTC shall receive a Series 2019A Bond evidencing the obligation of FMPA to make payments of principal or Redemption Price of, and interest on, any such Series 2019A Bond pursuant to the Resolution. Upon delivery by DTC to the Trustee of written notice to the effect that DTC has determined to substitute a new nominee in place of Cede, and subject to the transfer provisions of the

Resolution, the word “Cede” in this Supplemental Resolution shall refer to such new nominee of DTC.

(b) Except as provided in subsection 3(c) of this Section 2.12, and notwithstanding any other provisions of the Resolution or this Supplemental Resolution, the Series 2019A Bonds may be transferred, in whole but not in part, only to a nominee of DTC, or by a nominee of DTC to DTC or another nominee of DTC, or by DTC or a nominee of DTC to any successor securities depository appointed pursuant to this Section 2.12 or any nominee thereof.

3. (a) DTC may determine to discontinue providing its services with respect to the Series 2019A Bonds at any time by giving written notice to FMPA, the Trustee, the Bond Registrar and the Paying Agent, which notice shall certify that DTC has discharged its responsibilities with respect to the Series 2019A Bonds under applicable law.

(b) FMPA, in its sole discretion and without the consent of any other person, may, by written notice to the Trustee, terminate the services of DTC with respect to the Series 2019A Bonds if FMPA determines that the continuation of the system of book-entry-only transfers through DTC is not in the best interests of the beneficial owners of the Series 2019A Bonds or FMPA; and FMPA shall, by written notice to the Trustee, terminate the services of DTC with respect to the Series 2019A Bonds upon receipt by FMPA, the Bond Registrar, the Trustee and the Paying Agent of written notice from DTC to the effect that DTC has received written notice from DTC participants having interests, as shown in the records of DTC, in an aggregate principal amount of not less than fifty percent (50%) of the aggregate principal amount of the then Outstanding Series 2019A Bonds to the effect that: (i) DTC is unable to discharge its responsibilities with respect to the Series 2019A Bonds; or (ii) a continuation of the requirement that all of the Outstanding Series 2019A Bonds be registered in the registration books kept by Bond Registrar, in the name of Cede, as nominee of DTC, is not in the best interests of the beneficial owners of the Series 2019A Bonds.

(c) Upon the termination of the services of DTC with respect to the Series 2019A Bonds pursuant to subsection 3(b)(ii) hereof, or upon the discontinuance or termination of the services of DTC with respect to the Series 2019A Bonds pursuant to subsection 3(a) or subsection 3(b)(i) hereof, FMPA may within 90 days thereafter appoint a substitute Securities Depository which, in the opinion of FMPA, is willing and able to undertake the functions of DTC hereunder upon reasonable and customary terms. If no such successor can be found within such period, the Series 2019A Bonds shall no longer be restricted to being registered in the registration books kept by the Bond Registrar, in the name of Cede, as nominee of DTC. In such event, FMPA shall execute and the Trustee or its authenticating agent shall authenticate Series 2019A Bond certificates as requested by DTC of like principal amount, maturity and Series, in authorized denominations and the Trustee or its authenticating agent shall deliver such certificates at its corporate trust office to the beneficial owners identified in writing by the Securities Depository in replacement of such beneficial owners' beneficial interests in the Series 2019A Bonds.

(d) Notwithstanding any other provision of the Resolution or this Supplemental Resolution to the contrary, so long as any Series 2019A Bond is registered in the name of Cede, as nominee of DTC, all payments with respect to the principal or Redemption Price of, and

interest on, such Series 2019A Bond and all notices with respect to such Series 2019A Bond shall be made and given, respectively, to DTC as provided in the blanket letter of representations of FMPA addressed to DTC with respect to the Series 2019A Bonds.

(e) In connection with any notice or other communication to be provided to Holders of Series 2019A Bonds registered in the name of Cede pursuant to the Resolution by FMPA or the Trustee with respect to any consent or other action to be taken by such Holders, FMPA shall establish a record date for such consent or other action by such Holders and give DTC notice of such record date not less than fifteen (15) calendar days in advance of such record date to the extent reasonably possible.

ARTICLE III.

APPLICATION OF PROCEEDS OF SERIES 2019A BONDS

SECTION 3.01. Disposition of Series 2019A Bond Proceeds. Unless otherwise provided in the Bond Series Certificate, any proceeds of the sale of the Series 2019A Bonds, other than accrued interest, if any, shall be applied, simultaneously with the issuance and delivery of the Series 2019A Bonds, at one time or from time to time in one or more Series or subseries, as follows:

(a) the amount specified in the Bond Series Certificate shall be transferred to the Trustee or to the Escrow Agent under the Escrow Deposit Agreement, as applicable, to be applied to the refunding of the Refunded Bonds; and

(b) the amount, if any, specified in the Bond Series Certificate shall be transferred to the Trustee to be deposited in the Debt Service Reserve Fund; and

(c) the balance of such proceeds, exclusive of accrued interest, if any, shall be deposited in the Costs of Issuance Account which is deemed to be established for such Series in the Construction Fund and applied to the payment of Costs of Issuance (including any termination fees related to any Qualified Swap terminated in connection with refunding of the Refunded Bonds).

Unless otherwise provided in a Bond Series Certificate, the accrued interest, if any, and the capitalized interest, if any, received on the sale of the Series 2019A Bonds shall be deposited in the Debt Service Fund.

SECTION 3.02. Purchase of Escrow Securities. Upon the issuance of the Series 2019A Bonds, the Authorized Officers of FMPA may determine it is necessary or convenient for FMPA to enter into an Escrow Deposit Agreement for the purpose of securing the money and securities to be used to provide for the refunding of the Refunded Bonds. In such event, the Authorized Officers of FMPA are hereby authorized (a) to deposit monies in an amount which shall be sufficient, or (b) to acquire or cause to be acquired either (i) state and local government series securities from the United States Treasury or (ii) open market securities acquired through a competitive bidding process, the principal of and the interest on which securities when due will provide monies which, together with the monies, if any, deposited with

the Trustee at the same time, shall be sufficient, to pay when due the principal or Redemption Price, if applicable, and interest due and to become due on said Refunded Bonds on or prior to the redemption date or maturity date thereof in accordance with Article XII of the Bond Resolution.

ARTICLE IV.

MISCELLANEOUS

SECTION 4.01. Defeasance. In the event FMPA shall seek, prior to the maturity or redemption date thereof, to pay or cause to be paid, within the meaning and with the effect expressed in the Resolution, all or less than all Outstanding Series 2019A Bonds issued as Bonds the interest on which is generally intended by FMPA to be excluded from gross income for federal income tax purposes and the provisions of Section 4.02 hereof shall then be of any force or effect, then, notwithstanding the provisions of Section 1201 of the Resolution, such Series 2019A Bonds which FMPA then seeks to pay or cause to be paid shall not be deemed to have been paid within the meaning and with the effect expressed in Section 1201 of the Resolution unless (i) FMPA has confirmed in writing that the Holders of such Series 2019A Bonds which FMPA then seeks to pay or cause to be paid will continue, after such action, to have the benefit of a covenant to the effect of the covenant of FMPA contained in Section 4.02 hereof or (ii) there shall have been delivered to the Trustee an Opinion of Bond Counsel to the effect that non-compliance thereafter with the applicable provisions of the Code will not affect the then current treatment of interest on the Series 2019A Bonds issued as Bonds the interest on which is generally intended by FMPA to be excluded from gross income for federal income tax purposes in determining gross income for Federal income tax purposes.

SECTION 4.02. Tax Covenants. FMPA covenants that, in order to maintain the exclusion from gross income for Federal income tax purposes of the interest on the Series 2019A Bonds issued as Bonds the interest on which is generally intended by FMPA to be excluded from gross income for federal income tax purposes (as determined by FMPA in a Bond Series Certificate), FMPA will satisfy, or take such actions as are necessary to cause to be satisfied, each provision of the Code necessary to maintain such exclusion. In furtherance of this covenant, FMPA agrees to comply with such written instructions as may be provided by Bond Counsel. In furtherance of the covenant contained in the preceding sentence, FMPA agrees to continually comply with the provisions of any "Tax Certificate as to Arbitrage and the Provisions of Sections 141-150 of the Internal Revenue Code of 1986" to be executed by FMPA in connection with the execution and delivery of any such Series 2019A Bonds, as amended from time to time.

2. FMPA covenants that no part of the proceeds of the Series 2019A Bonds shall be used, directly or indirectly, to acquire any "investment property," as defined in section 148 of the Code, which would cause the Bonds to become "arbitrage bonds" within the meaning of section 148 of the Code or under applicable Treasury regulations promulgated thereunder. In order to assure compliance with the rebate requirement of section 148 of the Code, FMPA further covenants that it will pay or cause to be paid to the United States Treasury Department the amounts necessary to satisfy the requirements of section 148(f) of the Code, and that it will establish such accounting procedures as are necessary to adequately determine, account for and

pay over any such amount or amounts required to be paid to the United States in a manner consistent with the requirements of section 148 of the Code, such covenant to survive the defeasance of the Series 2019A Bonds.

3. Notwithstanding any other provision of the Resolution to the contrary, upon FMPA's failure to observe, or refusal to comply with the covenants contained in this Section 4.02, neither the Holders of the Bonds of any Series (other than the Series 2019A Bonds or the Trustee acting on their behalf) nor the Trustee acting on their behalf shall be entitled to exercise any right or remedy provided to the Bondholders or the Trustee under the Resolution based upon FMPA's failure to observe, or refusal to comply with, the covenants contained in this Section 4.02.

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SECTION 4.03. Effective Date. This Series 2019A Supplemental All-Requirements Power Supply Project Revenue Bond Resolution (Fixed Rate Bonds) shall take effect immediately after its adoption by the Executive Committee and the filing of a copy thereof certified by the Secretary or Assistant Secretary of the Executive Committee with the Trustee.

FLORIDA MUNICIPAL POWER AGENCY

By: _____
Chairperson of the Executive Committee

ATTEST:

By: _____
Secretary or Assistant Secretary

EXHIBIT A

Form of Bond Purchase Contract

EXHIBIT B

Form of Preliminary Official Statement

EXHIBIT C

Form of Escrow Deposit Agreement

\$[_____]
FLORIDA MUNICIPAL POWER AGENCY
ALL-REQUIREMENTS POWER SUPPLY PROJECT
REFUNDING REVENUE BONDS,
\$[_____] SERIES 2019A AND
\$[_____] SERIES 2019B (FEDERALLY TAXABLE)

[_____] , 2019

PURCHASE CONTRACT

Florida Municipal Power Agency
8553 Commodity Circle
Orlando, Florida 32819

Dear Sirs:

The undersigned Barclays Capital Inc. (the “Representative”) on behalf of itself and BofA Securities, Inc. (the “Underwriters”) offers to enter into this Purchase Contract with you, the Florida Municipal Power Agency (the “Agency”). This offer is made subject to written acceptance hereof by the Agency at or before 12:00 midnight, New York time, on the date hereof, and, if not so accepted, will be subject to withdrawal by the Underwriters upon notice delivered to the Agency at any time prior to the acceptance hereof by the Agency. The Representative hereby represents that it is authorized to act on behalf of the Underwriters.

1. Purchase and Sale. Upon the terms and conditions and in reliance on the representations, warranties, covenants and agreements set forth herein, the Underwriters hereby agree to purchase from the Agency, and the Agency hereby agrees to sell and deliver to the Underwriters, all (but not less than all) of the \$[_____] aggregate principal amount of All-Requirements Power Supply Project Refunding Revenue Bonds, Series 2019A (the “Series 2019A Bonds”) and \$[_____] aggregate principal amount of All-Requirements Power Supply Project Refunding Revenue Bonds, Series 2019B (Federally Taxable) (the “Series 2019B Bonds” and, together with the Series 2019A Bonds, the “2019 Bonds”). The 2019 Bonds shall be dated, shall mature on such dates, bear such rates of interest and be subject to redemption, and have such other terms and provisions, all as set forth in the Official Statement of the Agency relating to the 2019 Bonds, dated [_____] , 2019 (the “Official Statement”). The Official Statement shall be substantially in the form of the Preliminary Official Statement (defined below), with only such changes as shall have been accepted by the Representative. The purchase price for the Series 2019A Bonds shall be \$[_____] (representing the aggregate principal amount of the Series 2019A Bonds plus net original issue premium of \$[_____] and less an underwriters’ discount of \$[_____]) and the purchase price for the Series 2019B Bonds shall be \$[_____] (representing the aggregate principal amount of the Series 2019B Bonds less an underwriters’ discount of \$[_____]).

The statements required by Section 218.385, Florida Statutes, are attached hereto as Exhibits B-1, B-2 and C.

The 2019 Bonds shall be as described in, and shall be issued and secured under the provisions of the All-Requirements Power Supply Project Revenue Bond Resolution, adopted on March 22, 1985, as amended and restated in its entirety on May 23, 2003, as amended and supplemented, including as supplemented by the Series 2019A Supplemental All-Requirements Power Supply Project Revenue Bond Resolution (Fixed Rate Bonds) authorizing the Series 2019A Bonds, adopted on [_____] , 2019 and the Series 2019B Supplemental All-Requirements Power Supply Project Revenue Bond Resolution

(Fixed Rate Bonds) authorizing the Series 2019B Bonds, adopted on [____], 2019, and as it may be further supplemented from time to time on or prior to the date hereof, together with such amendments, modifications or supplements which have been approved by the Representative prior to the Closing referred to in Section 5 hereof, are hereinafter collectively called the “Resolution.” The Underwriters agree to make promptly a public offering of the 2019 Bonds at the initial offering price or prices as set forth in the Official Statement. The 2019 Bonds shall initially bear interest as set forth in the Official Statement. The proceeds of the Series 2019A Bonds will be used, together with other available funds of the Agency (if any), to (i) currently refund all of the Agency’s outstanding All-Requirements Power Supply Project Revenue Bonds, Series 2008C, (ii) pay the costs of terminating existing interest rate swap agreements associated with such bonds and (iii) pay the costs of issuance of the Series 2019A Bonds. The proceeds of the Series 2019B Bonds will be used, together with other available funds of the Agency (if any), to (i) currently refund all of the Agency’s outstanding All-Requirements Power Supply Project Revenue Bonds, Series 2013A (Taxable) and (ii) pay the costs of issuance of the Series 2019B Bonds.

2. Delivery of Official Statement and Other Documents. (a) Prior to the date hereof, you have provided to the Underwriters for their review the Preliminary Official Statement dated [____], 2019 (the “Preliminary Official Statement”), in connection with the pricing of the 2019 Bonds. The Underwriters have reviewed the Preliminary Official Statement prior to the execution of this Purchase Contract. The Agency hereby confirms that the Preliminary Official Statement was deemed final as of its date for purposes of Rule 15c2-12 under the Securities Exchange Act of 1934, as amended (“Rule 15c2-12”).

(b) As soon as practicable and in all events within seven business days of the date hereof (but in no event less than two business days prior to the Closing), the Agency will deliver, at its expense to the Representative, sufficient copies of the final Official Statement as may be reasonably requested by the Representative to enable the Underwriters to fulfill their obligations pursuant to the securities laws of Florida and the United States and to comply with the requirements of Rule 15c2-12 and all applicable rules of the Municipal Securities Rulemaking Board (“MSRB”). The Agency agrees to deliver to the Underwriters an electronic copy of the Official Statement in a form that permits the Underwriters to satisfy their obligations under the rules and regulations of the MSRB and the Securities and Exchange Commission.

The Representative agrees to (i) promptly file a copy of the Official Statement with the MSRB and its Electronic Municipal Market Access system (the “Repository”) upon receipt of the final Official Statement by delivering such Official Statement (with any required forms) to the Repository within one (1) business day after receipt of such final Official Statement from the Agency pursuant to MSRB Rule G-32, and (ii) take any and all other actions necessary to comply with applicable Securities and Exchange Commission and MSRB rules governing the offering, sale and delivery of the 2019 Bonds to ultimate purchasers. The Representative shall notify the Agency of the date on which the final Official Statement is filed with the Repository.

The Agency ratifies the use and distribution of the Preliminary Official Statement and authorizes the use of the Official Statement in connection with the public offering and sale of the 2019 Bonds. The Underwriters agree that they will not confirm the sale of any 2019 Bonds unless the confirmation of sale requesting payment is accompanied or preceded by the delivery of a copy of the Official Statement. Unless otherwise notified in writing by the Representative on or prior to the date of Closing, the Agency can assume that the “end of the underwriting period” for the 2019 Bonds for all purposes of Rule 15c2-12 is the date of the Closing. In the event such notice is given in writing by the Representative, the Representative shall notify the Agency in writing following the occurrence of the “end of the underwriting period” for the 2019 Bonds as defined in Rule 15c2-12. The “end of the underwriting

period” for the 2019 Bonds as used in this Purchase Contract shall mean the date of Closing or such later date as to which notice is given by the Representative in accordance with the preceding sentence.

(c) From the date hereof to and including the date which is twenty-five days from the end of the underwriting period, if there shall exist any event which, in the opinion of the Representative or in the opinion of the Agency, requires a supplement or amendment to the Official Statement so that it will not contain any untrue statement of a material fact or omit to state a material fact necessary in order to make the statements therein, in the light of the circumstances under which they were made, not misleading, when it is delivered to a potential investor, the Agency will supplement or amend at its own expense the Official Statement in a form and in a manner approved by the Representative and the Agency. The Agency will promptly notify the Representative of the occurrence of any event of which it has knowledge, which, in its opinion, is an event described in the preceding sentence. The amendments or supplements that may be authorized for use with respect to the 2019 Bonds are hereinafter included within the term “Official Statement.”

(d) The Agency has previously entered into separate All-Requirements Power Supply Contracts, each by and between the Agency and the respective Participants (which are the City of Bushnell, the City of Clewiston, the City of Fort Meade, the Fort Pierce Utilities Authority, the City of Green Cove Springs, the Town of Havana, the City of Jacksonville Beach, the Utility Board of the City of Key West, Florida, Kissimmee Utility Authority, the City of Lake Worth, the City of Leesburg, the City of Newberry, the City of Ocala and the City of Starke, collectively referred to herein as the “Participants”) (the “Power Supply Contracts”). The Power Supply Contracts are also hereinafter collectively referred to as the “Related Documents.”

The Agency hereby authorizes the Underwriters to use the Official Statement, the forms or copies of the Resolution and the Related Documents and the information contained therein in connection with the public offering and sale of the 2019 Bonds.

3. Public Offering; Establishment of Issue Price.

(a) The Underwriters agree to make a bona fide public offering of the Series 2019A Bonds at prices not in excess of the initial offering price or prices (or at yields not lower than the yield or yields) set forth in the Official Statement. The Underwriters reserve the right to change such public offering prices as the Underwriters deem necessary or desirable, in its sole discretion, in connection with the marketing of the Series 2019A Bonds, and may offer and sell the Series 2019A Bonds to certain dealers, unit investment trusts and money market funds, certain of which may be sponsored or managed by one or more of the Underwriters at prices lower than the public offering prices or yields greater than the yields set forth therein.

(b) The Representative, on behalf of the Underwriters, agrees to assist the Agency in establishing the issue price of the Series 2019A Bonds and shall execute and deliver to the Agency at Closing an “issue price” or similar certificate, substantially in the form attached hereto as Exhibit G, together with the supporting pricing wires or equivalent communications, with such modifications as may be deemed appropriate or necessary, in the reasonable judgment of the Representative, the Agency and Bond Counsel, to accurately reflect, as applicable, the sales price or prices or the initial offering price or prices to the public of the Series 2019A Bonds.

(c) The Agency represents that it will treat the first price at which 10% of each maturity of the Series 2019A Bonds (the “10% test”) is sold to the public as the issue price of that maturity (if different interest rates apply within a maturity, each separate CUSIP number within that maturity will be subject to the 10% test). If, as of the date hereof, the 10% test has not been satisfied as to any maturity of the Series

2019A Bonds the Representative confirms that the Underwriters have offered the Series 2019A Bonds to the public on or before the date of this Purchase Contract at the offering price or prices (the “initial offering price”), or at the corresponding yield or yields, set forth in the Official Statement. Schedule I also sets forth, as of the date of this Purchase Contract, the maturities, if any, of the Series 2019A Bonds for which the 10% test has not been satisfied and for which the Agency and the Representative, on behalf of the Underwriters, agree that the restrictions set forth in the next sentence shall apply (the “hold-the-offering-price rule”). So long as the hold-the-offering-price rule remains applicable to any maturity of the Series 2019A Bonds, the Underwriters will neither offer nor sell unsold Series 2019A Bonds of that maturity to any person at a price that is higher than the initial offering price to the public during the period starting on the sale date and ending on the earlier of the following:

- (i) the close of the fifth (5th) business day after the sale date; or
- (ii) the date on which the Underwriters have sold at least 10% of that maturity of the Series 2019A to the public at a price that is no higher than the initial offering price to the public.

The Agency acknowledges that, in making the representation set forth in this subsection, the Representative will rely on (i) the agreement of each Underwriter to comply with the hold-the-offering-price rule, as set forth in an agreement among underwriters and the related pricing wires, (ii) in the event a selling group has been created in connection with the initial sale of the Series 2019A Bonds to the public, the agreement of each dealer who is a member of the selling group to comply with the hold-the-offering-price rule, as set forth in a selling group agreement and the related pricing wires, and (iii) in the event that an Underwriter or selling group member is a party to a retail distribution agreement that was employed in connection with the initial sale of the Series 2019A Bonds to the public, the agreement of each broker-dealer that is a party to such agreement to comply with the hold-the-offering-price rule, as set forth in the retail distribution agreement and the related pricing wires. The Agency further acknowledges that each Underwriter shall be solely liable for its failure to comply with its agreement regarding the hold-the-offering-price rule and that no Underwriter shall be liable for the failure of any other Underwriter, or of any dealer who is a member of a selling group, or of any broker-dealer that is a party to a retail distribution agreement, to comply with its corresponding agreement regarding the hold-the-offering-price rule as applicable to the Series 2019A Bonds.

(d) The Representative confirms that:

- (i) any retail distribution agreement (to which the Representative and any member of a selling group is a party) relating to the initial sale of the Series 2019A Bonds to the public, together with the related pricing wires, contains or will contain language obligating each Underwriter, each dealer who is a member of the selling group, and each broker-dealer that is a party to such retail distribution agreement, as applicable, to (A) report the prices at which it sells to the public the unsold Series 2019A Bonds of each maturity allotted to it until it is notified by the Representative that either the 10% test has been satisfied as to the Series 2019A Bonds of that maturity or all Series 2019A Bonds of that maturity have been sold to the public and (B) comply with the hold-the-offering-price rule, if applicable, in each case if and for so long as directed by the Representative and as set forth in the related pricing wires, and

- (ii) any agreement among underwriters and any selling group agreement relating to the initial sale of the Series 2019A Bonds to the public, together with the related pricing wires, contains or will contain language obligating each Underwriter and any member of a selling group that is a party to a retail distribution agreement to be employed in connection with the initial sale of the Series 2019A Bonds to the public to require each broker-dealer that is a party to such retail distribution agreement to (A) report the prices at which it sells to the public the unsold Series 2019A Bonds of each maturity allotted to it until it is notified by the Representative or the Underwriter that either the 10% test has been satisfied as to the

2019 Bonds of that maturity or all Series 2019A Bonds of that maturity have been sold to the public and (B) comply with the hold-the-offering-price rule, if applicable, in each case if and for so long as directed by the Representative or the Underwriter and as set forth in the related pricing wires.

(e) The Underwriters acknowledge that sales of any Series 2019A Bonds to any person that is a related party to an Underwriter shall not constitute sales to the public for purposes of this section. Further, for purposes of this section:

(i) “public” means any person other than an underwriter or a related party to an underwriter,

(ii) “underwriter” means (A) any person that agrees pursuant to a written contract with the Agency (or with the lead underwriter to form an underwriting syndicate) to participate in the initial sale of the Series 2019A Bonds to the public and (B) any person that agrees pursuant to a written contract directly or indirectly with a person described in clause (A) to participate in the initial sale of the Series 2019A Bonds to the public (including a member of a selling group or a party to a retail distribution agreement participating in the initial sale of the Series 2019A Bonds to the public),

(iii) a purchaser of any of the Series 2019A Bonds is a “related party” to an underwriter if the underwriter and the purchaser have greater than 50% common ownership, directly or indirectly, to (A) more than 50% common ownership of the voting power or the total value of their stock, if both entities are corporations (including direct ownership by one corporation of another), (B) more than 50% common ownership of their capital interests or profits interests, if both entities are partnerships (including direct ownership by one partnership of another), or (C) more than 50% common ownership of the value of the outstanding stock of the corporation or the capital interests or profit interests of the partnership, as applicable, if one entity is a corporation and the other entity is a partnership (including direct ownership of the applicable stock or interests by one entity of the other), and

(iv) “sale date” means the date of execution of this Purchase Contract by all parties.

4. Good Faith Deposit. Delivered to the Agency herewith is a federal funds wire or a check payable to the order of the Agency in the amount of \$[_____] (the “Good Faith Deposit”) as security for the performance by the Underwriters of their obligation to accept and pay for the 2019 Bonds on the date of the Closing in accordance with the provisions hereof. The Agency shall hold such check (if applicable) uncashed until the date of the Closing. In the event of the Underwriters’ compliance with their obligations hereunder, the Good Faith Deposit shall be returned to the Representative on the date of the Closing upon payment to the Agency as provided in Section 1 hereof of the purchase price of the 2019 Bonds. In the event the Agency does not accept this offer, or upon the failure of the Agency to deliver the 2019 Bonds on the date of the Closing, or if the Agency shall be unable to satisfy the conditions to the obligations of the Underwriters contained in this Purchase Contract, or if such obligations of the Underwriters shall be terminated for any reason permitted by this Purchase Contract except for the reasons set forth in Section 10 hereof, the Good Faith Deposit shall immediately be returned to the Representative. If the Underwriters fail (other than for a reason permitted hereunder) to accept and pay for the 2019 Bonds upon tender thereof by the Agency on the date of the Closing as herein provided, the Good Faith Deposit shall be retained by the Agency as and for full and agreed upon liquidated damages, and not as a penalty, to the Agency for such failure, and the retention of the Good Faith Deposit shall constitute a full release and discharge of all claims and damages for such failure and of any and all defaults hereunder on the part of the Underwriters.

5. Agency Representations, Warranties, Covenants and Agreements. The Agency represents and warrants to and covenants and agrees with the Underwriters that, as of the date hereof and as of the date of the Closing:

(a) The Agency has been duly and validly created under and pursuant to Chapter 361, Part II, Florida Statutes and Chapter 163, Part I, Florida Statutes, (collectively, the “Act”) and the Interlocal Agreement Creating the Florida Municipal Power Agency, as amended and supplemented (the “Interlocal Agreement”) and is a duly and validly existing governmental legal entity under the laws of the State of Florida, and has full legal right, power and authority to acquire, construct, operate, maintain, improve, finance and refinance the All-Requirements Power Supply Project (as defined in the Resolution) as contemplated by the Related Documents and the Official Statement.

(b) The Agency has, or had on the date of execution, full legal right, power and authority to enter into this Purchase Contract and the Continuing Disclosure Agreement, dated the date of Closing, substantially in the form attached hereto as Exhibit H (the “Continuing Disclosure Undertaking”) to assist the Underwriters in complying with the U.S. Securities and Exchange Commission Rule 15c2-12(b)(5), to adopt the Resolution and to issue, sell and deliver the 2019 Bonds to the Underwriters as provided herein; by official action of the Agency taken prior to or concurrently with the acceptance hereof, the Agency has duly enacted the Resolution in accordance with the Act, Chapter 166, Part II, Florida Statutes, as amended, and the Interlocal Agreement; the Resolution is in full force and has not been amended, modified or rescinded; the Agency has duly authorized and approved the execution and delivery of, and the performance by the Agency of its obligations contained in the Continuing Disclosure Undertaking and this Purchase Contract; and the Agency has duly authorized and approved the performance by the Agency of its obligations contained in the Resolution and the consummation by it of all other transactions contemplated by the Related Documents, the Resolution, the Official Statement and this Purchase Contract to have been performed or consummated in connection with the Closing at or prior to the date of Closing, and the Agency is in compliance with the provisions of the Resolution.

(c) The Agency had at their respective dates of execution and has full legal right, power and authority to enter into the Related Documents. By appropriate official action, the Agency has duly authorized and approved the execution and delivery of and the performance by the Agency of its obligations under the Related Documents. The Related Documents are or will at the Closing be in full force and effect and have not been amended, modified or rescinded since their respective dates of execution except as provided by amendments, copies of which shall have been furnished to the Representative on or before the date hereof. The Related Documents constitute or will at the Closing constitute valid and legally binding agreements of the Agency enforceable against the Agency in accordance with their terms; provided, however, that the enforceability thereof may be subject to judicial discretion, the valid exercise of the sovereign police powers of the State of Florida and of the constitutional powers of the United States and valid bankruptcy, insolvency, reorganization, moratorium and other laws affecting creditors’ rights.

(d) Except as disclosed by the Preliminary Official Statement and the Official Statement, the Agency is not in breach of or default under any applicable constitutional provision, law or administrative regulation of the State of Florida or the United States, or any agency or department of either, or the Interlocal Agreement, or the bylaws of the Agency, or any applicable judgment or decree or any loan agreement, indenture, bond, note, resolution, agreement or other instrument to which the Agency is a party or to which the Agency or any of its properties or other assets is otherwise subject, and no event has occurred and is continuing which, with the passage of time or the giving of notice, or both, would constitute a default or event of default under any such instrument, in any such case to the extent that the same would have a material and adverse effect upon the business or properties or financial condition of the Agency; to the best knowledge of the Agency there is no default by any party to the Related

Documents and no legal impediment to the performance thereof by any party thereto; and the execution and delivery of the 2019 Bonds, this Purchase Contract, the Continuing Disclosure Undertaking, and the Related Documents and the adoption of the Resolution, and compliance with the provisions on the Agency's part contained therein, will not conflict with or constitute a breach of or default under the Act, the Interlocal Agreement or the by-laws of the Agency or under any constitutional provision, law, administrative regulation, judgment, decree, loan agreement, indenture, bond, note, resolution, agreement or other instrument to which the Agency is a party or to which the Agency or any of its properties or other assets is otherwise subject, nor will any such execution, delivery, adoption or compliance result in the creation or imposition of any lien, charge or other security interest or encumbrance of any nature whatsoever upon any of the properties or the assets of the Agency under the terms of any such law, regulation or instrument, except as provided or permitted by the 2019 Bonds, the Resolution, the Continuing Disclosure Undertaking and the Related Documents. The Agency has not been in default in the payment of either principal or interest on any of its obligations issued by it since its inception in 1978. The foregoing representation and warranty is given and made by the Agency in contemplation of Section 517.051(l), Florida Statutes.

(e) All approvals, consents and orders of any governmental authority, legislative body, board, agency or commission having jurisdiction which would constitute a condition precedent to or the absence of which would materially adversely affect the due performance by the Agency of its obligations under this Purchase Contract, the Resolution, the Continuing Disclosure Undertaking, the Related Documents and the 2019 Bonds have been, or prior to the Closing will have been, duly obtained, except for (i) such approvals, consents and orders as may be required under the Blue Sky or securities laws of any state in connection with the offering and sale of the 2019 Bonds or (ii) such approvals, consents and orders described in the Official Statement as not having been obtained or (iii) not of material significance to the All-Requirements Power Supply Project or customarily granted in due course after application therefor and expected to be obtained without material difficulty or delay.

(f) Under the laws of the State of Florida, the authority of the Agency and each of the Participants to determine, fix, impose and collect rates and charges for electric power and energy sold and delivered is not subject to the regulatory jurisdiction of the Florida Public Service Commission, and there is no other regional or State governmental regulatory authority with the authority to limit or restrict such rates and charges, in each case except as described in the Preliminary Official Statement and the Official Statement (including, but not limited to, "STATE REGULATORY OVERSIGHT").

(g) The 2019 Bonds, when issued, authenticated and delivered in accordance with the Resolution and sold to the Underwriters as provided herein and in accordance with the provisions of the Resolution, will be valid and legally enforceable obligations of the Agency in accordance with their terms and the terms of the Resolution, and will be direct and special obligations of the Agency payable solely from and secured solely by a pledge and assignment of (a) with respect to the Series 2019A Bonds, the proceeds of the sale of the Series 2019A Bonds, and with respect to the Series 2019B Bonds, the proceeds of the sale of the Series 2019B Bonds, (b) all right, title and interest of the Agency in, to and under the Power Supply Contracts, (c) the Revenues (as defined in the Resolution), and (d) all funds established by the Resolution (other than the Decommissioning Fund, if established) including investment income, if any, thereon, subject only to the provisions of the Resolution permitting the application thereof for the purposes and on the terms and conditions set forth in the Resolution.

(h) The Preliminary Official Statement was, as of its date, and the Official Statement, as of the date hereof, is and at all times subsequent hereto up to and including the date of the Closing will be, true and correct in all material respects and does not contain any untrue statement of a material fact or omit to state a material fact which is necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading. In addition, any amendments or supplements to the Official

Statement prepared and furnished by the Agency pursuant hereto, at the time of each amendment or supplement thereto and (unless subsequently again supplemented or amended) at all times subsequent thereto up to and including the time of Closing, will be true and correct in all material respects and will not contain any untrue statement of a material fact or omit to state any material fact necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading.

(i) The 2019 Bonds, the Resolution, the Continuing Disclosure Undertaking and the Related Documents conform in all material respects to the descriptions thereof contained in the Official Statement as it is delivered in final form.

(j) Except as disclosed in the Preliminary Official Statement and the Official Statement, since the date of the Agency's last audited financial statements, the Agency has not or will not have incurred any material liabilities direct or contingent, or entered into any material transaction related to the All-Requirements Power Supply Project, in each case other than in the ordinary course of its business, and there has not or shall not have been any material adverse change in the condition, financial or physical, of the Agency or its properties or other assets related to the All-Requirements Power Supply Project.

(k) Except as disclosed in the Preliminary Official Statement and the Official Statement, there is no action, suit, proceeding, inquiry or investigation, at law or in equity before or by any court, government agency or public board or body, pending or, to the best knowledge of the Agency, threatened, which may affect the corporate existence of the Agency or the titles of its officers to their respective offices, or which may affect or which seeks to prohibit, restrain or enjoin the sale, issuance or delivery of the 2019 Bonds or the collection of the amounts pledged or to be pledged to pay the principal of and interest on the 2019 Bonds, or which in any way contests or affects the validity or enforceability of the 2019 Bonds, the Resolution, this Purchase Contract, the Related Documents, the Continuing Disclosure Undertaking or any of them, or which may result in any material adverse change in the business, properties, other assets or financial condition of the Agency, or which contests in any way the completeness or accuracy of the Official Statement or which contests the power of the Agency or any authority or proceedings for the issuance, sale or delivery of this Purchase Contract, the Related Documents, the Continuing Disclosure Undertaking, or any of them, nor, to the best knowledge of the Agency, is there any basis therefor, wherein an unfavorable decision, ruling or finding would materially adversely affect the validity or enforceability of the 2019 Bonds, the Resolution, the Related Documents, the Continuing Disclosure Undertaking or this Purchase Contract.

(l) The Agency will furnish such information, execute such instruments and take such other action not inconsistent with law in cooperation with the Representative as the Representative may reasonably request in order to qualify the 2019 Bonds for offer and sale under the Blue Sky or securities laws and regulations of the states and other jurisdictions of the United States as the Representative may designate provided that the Agency shall not be obligated to take any action that would subject it to the general service of process in any state where it is not now so subject.

(m) The Agency will advise the Representative promptly of any proposal to amend or supplement the Official Statement and will not effect any such amendment or supplement without the consent of the Representative. The Agency will advise the Representative promptly of the institution of any proceedings known to it by any governmental agency prohibiting or otherwise affecting the use of the Official Statement in connection with the offering, sale or distribution of the 2019 Bonds.

(n) Except as disclosed in the Preliminary Official Statement and the Official Statement, the Agency has not failed during the previous five years to comply in all material respects with any previous undertakings in a written continuing disclosure contract or agreement under Rule 15c2-12.

6. The Closing. At noon, New York time, on [_____], 2019, or at such earlier or later time or date to which the Agency and the Representative may mutually agree, the Agency will, subject to the terms and conditions hereof, deliver the 2019 Bonds to the Underwriters in full book-entry form, duly executed, together with the other documents hereinafter mentioned, and, subject to the terms and conditions hereof, the Underwriters will accept such delivery and pay the aggregate purchase price of the 2019 Bonds in Federal Funds to the Agency (such delivery of and payment for the 2019 Bonds is herein called the “Closing”). The Agency shall cause CUSIP identification numbers to be printed on the 2019 Bonds, but neither the failure to print such number on any 2019 Bond nor any error with respect thereto shall constitute cause for a failure or refusal by the Underwriters to accept delivery of and pay for the 2019 Bonds in accordance with the terms of this Purchase Contract. The Closing shall occur at the offices of the Agency, or such other place to which the Agency and the Representative shall have mutually agreed. The 2019 Bonds shall be prepared and delivered as fully registered bonds in such authorized denominations and registered in full book-entry form in the name of Cede & Co., as nominee of The Depository Trust Company, New York, New York (“DTC”) and shall be made available to the Representative during the business day prior to the Closing for purposes of inspection. Simultaneously with the delivery of the 2019 Bonds, the Representative shall cause the 2019 Bonds to be delivered to DTC or its designee.

7. Closing Conditions. The Underwriters have entered into this Purchase Contract in reliance upon the representations, warranties, covenants and agreements of the Agency contained herein and in reliance upon the representations, warranties, covenants and agreements to be contained in the documents and instruments to be delivered at the Closing and upon the performance by the Agency of its obligations hereunder, both as of the date hereof and as of the date of the Closing. Accordingly, the Underwriters’ obligations under this Purchase Contract to purchase, to accept delivery of and to pay for the 2019 Bonds shall be conditioned upon the performance by the Agency of its obligations to be performed hereunder and under such documents and instruments at or prior to the Closing, and shall also be subject to the following additional conditions:

(a) The representations, warranties, covenants and agreements of the Agency contained herein shall be true, complete and correct on the date hereof and on and as of the date of the Closing, as if made on the date of the Closing;

(b) At the time of Closing, the Resolution, the Continuing Disclosure Undertaking and the Related Documents shall be in full force and effect and the Resolution and the Related Documents shall not have been amended, modified or supplemented since the date hereof and the form of the Continuing Disclosure Undertaking shall not have been amended, modified or supplemented since the date hereof except if approved by the Representative, and the Official Statement as delivered to the Representative shall not have been supplemented or amended, except in any such case as may have been approved by the Representative;

(c) At the time of the Closing, all official action of the Agency relating to this Purchase Contract, the 2019 Bonds, the Resolution, the Continuing Disclosure Undertaking and the Related Documents taken as of the date hereof shall be in full force and effect and shall not have been amended, modified or supplemented, except for amendments, modifications or supplements which have been approved by the Representative prior to the Closing;

(d) At the time of the Closing, except as contemplated by the Official Statement, there shall have been no material adverse change or any development involving a prospective material adverse change in the status of operation and required permits and approvals for All-Requirements Power Supply Project in the condition, financial or otherwise, or in the revenue or operations of the All-Requirements Power Supply Project as described in the Official Statement;

(e) At or prior to the Closing, the Representative shall have received copies of each of the following documents:

(1) The Official Statement and each supplement or amendment, if any, thereto executed on behalf of the Agency by an Authorized Officer of the Agency;

(2) The Continuing Disclosure Agreement and each supplement or amendment, if any, thereto executed on behalf of the Agency by an Authorized Officer of the Agency;

(3) An opinion, dated the date of the Closing and addressed to the Agency, of Nixon Peabody LLP, New York, New York, Bond Counsel to the Agency, in substantially the form attached as Appendix E to the Official Statement, accompanied by a letter authorizing the Underwriters to rely thereon as though such opinion were addressed to the Underwriters;

(4) An opinion, dated the date of the Closing and addressed to the Underwriters, of Nixon Peabody LLP, New York, New York, Bond Counsel to the Agency, in substantially the form attached hereto as Exhibit D;

(5) An opinion, dated the date of the Closing and addressed to the Underwriters, of Jody L. Finklea, Esquire, General Counsel and Chief Legal Officer of the Agency, in substantially the form attached hereto as Exhibit E;

(6) An opinion of Orrick, Herrington & Sutcliffe LLP, dated the date of the Closing, addressed to the Underwriters in a form reasonably acceptable to the Underwriters;

(7) An opinion of counsel to the Trustee, dated the date of the Closing, in a form reasonably acceptable to the Agency and Underwriters;

(8) The Blue Sky Memorandum;

(9) Federal Tax Regulatory Certificate with Form 8038 in connection with the Series 2019A Bonds;

(10) A certificate, dated the date of the Closing, signed by the Chairperson of the Executive Committee and the General Manager and Chief Executive Officer of the Agency or other authorized officer of the Agency in substantially the form attached hereto as Exhibit F (but in lieu of or in conjunction with such certificate the Representative may, in its sole discretion, accept certificates or opinions of Nixon Peabody LLP, New York, New York, Bond Counsel to the Agency, Jody L. Finklea, Esquire, General Counsel and Chief Legal Officer of the Agency, or of other counsel acceptable to the Representative, that in the opinion of such counsel the issues raised in any pending or threatened litigation referred to in such certificate are without substance or that the contentions of all plaintiffs therein are without merit);

(11) Certified copies of the proceedings of the Executive Committee of the Agency authorizing and approving the Supplemental Resolutions for the Series 2019A Bonds and the Series 2019B Bonds;

(12) A transcript of all proceedings relating to the authorization and issuance of the 2019 Bonds certified by the Secretary of the Agency;

(13) Evidence of an “[A+]” rating from Fitch Ratings (“Fitch”) and an “[A2]” rating from Moody’s Investors Service, Inc. (“Moody’s”) on the 2019 Bonds or such other ratings to which the Representative may agree; and

(14) Such additional legal opinions, certificates, instruments and other documents as the Representative may reasonably request to evidence the truth and accuracy, as of the date hereof and as of the date of the Closing, of the representations, warranties, covenants and agreements of the Agency contained herein and the truth, accuracy and completeness of the statements and information contained in the Official Statement and the due performance or satisfaction by the Agency on or prior to the date of the Closing of all agreements then to be performed and conditions then to be satisfied by it.

All of the evidence, opinions, letters, certificates, instruments and other documents mentioned above or elsewhere in this Purchase Contract shall be deemed to be in compliance with the provisions hereof if, but only if, they are in form and substance satisfactory to the Representative with such exceptions and modifications as shall be approved by the Representative and as shall not in the opinion of the Representative materially impair the investment quality of the 2019 Bonds. The opinions and certificates referred to in clauses (4), (5) and (10) of such subparagraph (e) shall be deemed satisfactory provided they are substantially in the forms attached as exhibits to this Purchase Contract.

If the Agency shall be unable to satisfy the conditions to the obligations of the Underwriters to purchase, to accept delivery of and to pay for the 2019 Bonds contained in this Purchase Contract, or if the obligations of the Underwriters to purchase, to accept delivery of and to pay for the 2019 Bonds shall be terminated for any reason permitted by this Purchase Contract, this Purchase Contract shall terminate and neither the Underwriters nor the Agency shall be under any further obligation hereunder, the respective obligations of the Agency and the Underwriters set forth in Paragraph 8 hereof shall continue in full force and effect.

8. Termination. The Underwriters may terminate this Purchase Contract by notice to the Agency in the event that between the date hereof and the Closing:

(a) legislation shall be introduced in or enacted by the Congress of the United States or adopted by either House thereof, or a decision by a federal court (including the Tax Court of the United States), or a ruling, regulation (proposed, temporary or final) or official statement by or on behalf of the Treasury Department of the United States, the Internal Revenue Service or other federal agency shall be made, with respect to taxation upon revenues or other income of the general character expected to be derived by the Agency or upon interest received on bonds of the general character of the Series 2019A Bonds, or which would have the effect of changing directly or indirectly the federal income tax consequences of interest on bonds of the general character of the Series 2019A Bonds in the hands of the holders thereof, which legislation, ruling, regulation or official statement would, in the reasonable judgment of the Representative, materially adversely affect the market price of the Series 2019A Bonds;

(b) there shall occur any event or circumstance occurs or information becomes known, which, in the reasonable judgment of the Representative, either (i) makes untrue any statement of a material fact set forth in the Preliminary Official Statement and the final Official Statement (other than any statement or information relating to the Underwriters) or results in an omission to state a material fact necessary to make the statements made therein, in the light of the circumstances under which they were made, not

misleading or (ii) the Agency refuses to permit the Preliminary Official Statement or the final Official Statement to be supplemented to correct or supply such statement or information, or the effect of the Preliminary Official Statement or the final Official Statement as so corrected or supplemented is, in the reasonable judgment of the Representative, to materially adversely affect the market for the 2019 Bonds or the sale, at the contemplated offering price or prices (or yield or yields), by the Underwriters of the 2019 Bonds;

(c) there shall occur any outbreak of hostilities or any national or international calamity or crisis or a financial crisis, or an escalation of any such hostilities, calamity or crisis, the effect of which on the financial markets of the United States is, in the reasonable judgment of the Representative, to materially adversely affect the market for the 2019 Bonds or the sale, at the contemplated offering price or prices (or yield or yields), by the Underwriters of the 2019 Bonds;

(d) a general suspension of trading on the New York Stock Exchange shall have occurred and be in force or minimum or maximum prices for trading shall have been fixed and be in force or maximum ranges for prices for securities shall have been required and be in force on the New York Stock Exchange, whether by virtue of a determination by such Exchange or by order of the Securities and Exchange Commission or any other governmental authority the effect of which on the financial markets of the United States is, in the reasonable judgment of the Representative, to materially adversely affect the market for the 2019 Bonds or the sale, at the contemplated offering price or prices (or yield or yields), by the Underwriters of the 2019 Bonds;

(e) a general banking moratorium shall have been declared by either federal, New York or Florida authorities and be in force, the effect of which on the financial markets of the United States is, in the reasonable judgment of the Representative, to materially adversely affect the market for the 2019 Bonds or the sale, at the contemplated offering price or prices (or yield or yields), by the Underwriters of the 2019 Bonds;

(f) a material disruption in commercial banking or securities settlement, payment or clearance services in the United States shall have occurred;

(g) legislation shall have been enacted, a decision of any federal or Florida court shall have been made, or a ruling or regulation (proposed, temporary or final) of the Securities and Exchange Commission or other governmental agency shall have been made or issued that, in the opinion of the Representative and its counsel, has the effect of requiring the contemplated distribution of the 2019 Bonds to be registered under the Securities Act of 1933, as amended, or the Indenture to be qualified under the Trust Indenture Act of 1939, as amended; or

(h) the purchase of and payment for the 2019 Bonds by the Underwriters, or the resale of the 2019 Bonds by the Underwriters, on the terms and conditions herein provided shall be prohibited by any applicable law, governmental regulation or order of any court, governmental authority, board, agency or commission.

9. Expenses. The Underwriters shall be under no obligation to pay, and the Agency shall pay, any expenses incident to the performance of the obligations of the Agency hereunder including, but not limited to: (a) the cost of preparation, printing or other reproduction of the Resolution and Related Documents; (b) the cost of preparation and printing of the 2019 Bonds; (c) the fees and disbursements of Bond Counsel and the General Counsel to the Agency; (d) the fees and disbursements of the financial advisor to the Agency; (e) the fees and disbursements of any experts, consultants or advisors retained by the Agency; (f) fees for bond ratings; (g) the fees and expenses of the Registrar, the Paying Agent, the Trustee and of their respective counsel; and (h) the costs of preparing, printing and delivering the

Preliminary Official Statement, Official Statement and any supplements or amendments to either of them; however, the Agency shall have no obligation to pay any fees, costs or other amounts relating to any supplements or amendments to the Official Statement to the extent such amendment or supplement is prepared after the period described in paragraph 2(c) hereof (provided that for purposes of this paragraph the end of the underwriting period shall be deemed to be the date of the Closing).

The Underwriters shall pay (which may be included as an expense component of the Underwriter's discount): (a) the cost of all "blue sky" and legal investment memoranda; (b) all advertising expenses; and (c) all other expenses incurred by them or any of them in connection with the public offering of the 2019 Bonds, including the fees of Underwriters' counsel. In the event that either party shall have paid obligations of the other as set forth in this Section 9, adjustment shall be made at the time of the Closing.

10. Termination by the Agency. In the absence of a termination of this Agreement by the Underwriters as permitted by Section 8 hereof, this Purchase Contract may be terminated in writing by the Agency in the event that the Underwriters shall fail to accept delivery and pay the purchase price of the 2019 Bonds at the Closing upon (i) tender thereof to or on behalf of the Underwriters by the Agency and (ii) delivery to the Underwriters of all of the documents to be delivered at Closing, all as provided in Section 7(e) hereof, and in such event the Agency shall retain the Good Faith Deposit as provided in Section 4 hereof.

11. Notices. Any notice or other communication to be given to the Agency under this Purchase Contract may be given by delivering the same in writing at its address set forth above, and any notice or other communication to be given to the Underwriters may be given by delivering the same in writing to Barclays Capital Inc. 745 Seventh Avenue, 19th Floor, New York, New York 10019; Attention: Brian Middlebrook.

12. Parties in Interest. This Purchase Contract is made solely for the benefit of the Agency and the Underwriters (including the successors or assignees of the Agency or the Underwriters) and no other party or person shall acquire or have any right hereunder or by virtue hereof. All representations, warranties, covenants and agreements in this Purchase Contract shall remain operative and in full force and effect, regardless of: (i) any investigations made by or on behalf of any of the Underwriters; (ii) the delivery of and payment for the 2019 Bonds pursuant to this Purchase Contract; or (iii) any termination of this Purchase Contract but only to the extent provided by the last paragraph of Section 6 hereof.

13. Waiver. Notwithstanding any provision herein to the contrary, the performance of any and all obligations of the Agency hereunder and the performance of any and all conditions contained herein for the benefit of the Underwriters may be waived by the Representative, in its sole discretion, and the approval of the Underwriters when required hereunder or the determination of their satisfaction as to any document referred to herein shall be in writing, signed by appropriate officer or officers of the Representative and delivered to you.

14. Effectiveness. This Purchase Contract shall become effective upon the execution of the acceptance hereof by the Chairperson or Vice Chairperson of the Executive Committee or the General Manager and the Chief Executive Officer of the Agency or the Chief Financial Officer (and attestation of such execution by the Secretary, Assistant Secretary or Treasurer or of the Agency) and shall be valid and enforceable at the time of such acceptance.

15. Counterparts. This Purchase Contract may be executed in several counterparts, each of which shall be regarded as an original and all of which shall constitute one and the same document.

16. Headings. The headings of the sections of this Purchase Contract are inserted for convenience only and shall not be deemed to be a part hereof.

17. Florida Law Governs. The validity, interpretation and performance of this Purchase Contract shall be governed by the laws of the State of Florida.

18. No Advisory or Fiduciary Role. The Agency acknowledges and agrees that (i) the primary role of the Underwriters, as underwriters, is for the purchase and sale of the 2019 Bonds pursuant to this Purchase Contract is an arm's-length commercial transaction between the Agency and the Underwriters, (ii) in connection with such transaction, each Underwriter is acting solely as a principal and not as an agent or a fiduciary of the Agency, (iii) the Underwriters have not assumed any advisory or fiduciary responsibility in favor of the Agency with respect to the offering of the 2019 Bonds or the process leading thereto (whether or not the Underwriters have advised or are currently advising the Agency on other matters) or any other obligation to the Agency except the obligations expressly set forth in this Purchase Contract, (iv) the Underwriters have financial interests that differ from those of the Agency and are not acting as municipal advisors (as defined in Section 15B of the Securities Exchange Act of 1934, as amended) or financial advisors and (v) the Agency has consulted with its own municipal, accounting, tax, legal and financial advisors to the extent it deemed it appropriate in connection with the offering of the 2019 Bonds.

19. Entire Agreement. This Purchase Contract when accepted by you in writing as heretofore specified shall constitute the entire agreement between us and is made solely for the benefit of the Agency and the Underwriters.

Very truly yours,

BARCLAYS CAPITAL INC., as Representative

By: _____
Name:
Title:

Accepted by:
FLORIDA MUNICIPAL POWER AGENCY

By: _____
Chairperson of the Executive Committee

By: _____
Chief Financial Officer

(SEAL)

ATTEST:

Assistant Secretary

SCHEDULE I

Maturities of 2019 Bonds
Less Than 10% of Which Were Sold to the Public

EXHIBIT A

OFFICIAL STATEMENT OF THE AGENCY

EXHIBIT B-1

\$[_____]
FLORIDA MUNICIPAL POWER AGENCY
ALL-REQUIREMENTS POWER SUPPLY PROJECT
REFUNDING REVENUE BONDS,
\$[_____] SERIES 2019A AND
\$[_____] SERIES 2019B (FEDERALLY TAXABLE)

DISCLOSURE STATEMENT

[Purchase Contract Date], 2019

Florida Municipal Power Agency
8553 Commodity Circle
Orlando, Florida 32819

Ladies and Gentlemen:

In connection with the proposed issuance by the Florida Municipal Power Agency (the “Agency”) of \$[_____] principal amount of Refunding Revenue Bonds, Series 2019A (the “Series 2019A Bonds”) and \$[_____] principal amount of Refunding Revenue Bonds, Series 2019B (Federally Taxable) (the “Series 2019B Bonds” and, together with the Series 2019A Bonds, the “2019 Bonds”), Barclays Capital Inc. and BofA Securities, Inc. (the “Underwriters”) have agreed to underwrite a public offering of the Bonds. Arrangement for underwriting the Bonds will include a Purchase Contract between the Agency and the Underwriters.

The purpose of this letter is to furnish, pursuant to the provisions of Section 218.385(6), Florida Statutes, as amended, certain information in respect to the arrangement contemplated for the underwriting of the 2019 Bonds as follows:

(a) The nature and estimated amount of expenses to be incurred by the Underwriters and paid by the Underwriters in connection with the purchase and offering of the 2019 Bonds are set forth on Schedule I attached hereto.

(b) No person has entered into an understanding with any Underwriter, or to the knowledge of the Underwriters, with the Agency for any paid or promised compensation or valuable consideration, directly or indirectly, expressly or implied, to act solely as an intermediary between the Agency and the Underwriters for the purpose of influencing any transaction in the purchase of the 2019 Bonds.

(c) The amount of underwriting spread, including the management fee (if any), expected to be realized is as follows:

| | Per \$1,000 Series 2019A Bond | Per \$1,000 Series 2019B Bond |
|---------------------------|-------------------------------------|-------------------------------------|
| Average Takedown | | |
| Underwriter's Expenses | | |
| Total Underwriting Spread | | |

(d) No other fee, bonus or other compensation is estimated to be paid by the Underwriters in connection with the issuance of the 2019 Bonds to any person not regularly employed or retained by the Underwriters (including any "finder", as defined in Section 218.386 (1) (a), Florida Statutes, as amended), except as specifically enumerated as expenses to be incurred and paid by the Underwriters, as set forth in Schedule I attached hereto.

(e) The names and addresses of the Underwriters are set forth below:

Barclays Capital Inc.
745 Seventh Avenue, 17th Floor
New York, New York 10019

BofA Securities, Inc.
One Bryant Park, 12th Floor
New York, New York 10036

We understand that you do not require any further disclosure from the Underwriters, pursuant to Section 218.385(6), Florida Statutes, as amended.

Very truly yours,

Barclays Capital Inc., as Representative

By: _____
Name:
Title:

SCHEDULE I

ESTIMATED UNDERWRITER'S FEE AND EXPENSES

SERIES 2019A BONDS

| <u>UNDERWRITER'S DISCOUNT</u> | <u>Per \$1,000 Bond</u> | <u>Dollar Amount</u> |
|-------------------------------|-------------------------|----------------------|
| Average Takedown | | |
| Underwriter's Expenses | _____ | _____ |
| Total Underwriting Spread | ===== | ===== |

DETAILED EXPENSE BREAKDOWN

| | |
|--|-------|
| [Underwriters' Counsel | |
| i-Deal (Bookrunning, Wire Services, EOE) | |
| Out of Pocket | |
| DTC | |
| CUSIP] | _____ |
| Total Underwriting Expenses | ===== |

SERIES 2019B BONDS

| <u>UNDERWRITER'S DISCOUNT</u> | <u>Per \$1,000 Bond</u> | <u>Dollar Amount</u> |
|-------------------------------|-------------------------|----------------------|
| Average Takedown | | |
| Underwriter's Expenses | _____ | _____ |
| Total Underwriting Spread | ===== | ===== |

DETAILED EXPENSE BREAKDOWN

| | |
|--|-------|
| [Underwriters' Counsel | |
| i-Deal (Bookrunning, Wire Services, EOE) | |
| Out of Pocket | |
| DTC | |
| CUSIP] | _____ |
| Total Underwriting Expenses | ===== |

EXHIBIT B-2

\$[_____]
FLORIDA MUNICIPAL POWER AGENCY
ALL-REQUIREMENTS POWER SUPPLY PROJECT
REFUNDING REVENUE BONDS,
\$[_____] SERIES 2019A AND
\$[_____] SERIES 2019B (FEDERALLY TAXABLE)
DISCLOSURE STATEMENT OF FINANCIAL ADVISOR

[Purchase Contract Date], 2019

Florida Municipal Power Agency
8553 Commodity Circle
Orlando, Florida 32819

Ladies and Gentlemen:

In connection with our serving as Financial Advisor to the Florida Municipal Power Agency (the “Agency”) in connection with the sale by the Agency of its bonds referred to above, we have not paid any fee, bonus or gratuity to any person not regularly employed or engaged by us.

DUNLAP & ASSOCIATES, INC.

By: _____

Re: \$[]
FLORIDA MUNICIPAL POWER AGENCY
ALL-REQUIREMENTS POWER SUPPLY PROJECT
REFUNDING REVENUE BONDS,
\$[] SERIES 2019A AND
\$[] SERIES 2019B (FEDERALLY TAXABLE)

Ladies and Gentlemen:

In connection with the proposed issuance by the Florida Municipal Power Agency (the “Agency”) of the All-Requirements Power Supply Project Refunding Revenue Bonds, Series 2019A (the “Series 2019A Bonds”) and All-Requirements Power Supply Project Refunding Revenue Bonds, Series 2019B (Federally Taxable) (the “Series 2019B Bonds and, together with the Series 2019A Bonds, the “Bonds”) referred to above, Barclays Capital Inc. and BofA Securities, Inc. (the “Underwriters”) have agreed to underwrite a public offering of the Bonds. Arrangements for underwriting the Bonds will include a Purchase Contract between the Agency and the Underwriters.

The purpose of this letter is to furnish, pursuant to the provisions of Section 218.385(2) and (3), Florida Statutes, as amended, the truth-in-bonding statement required thereby, as follows:

(a) (i) The Agency is proposing to issue \$[] of its limited obligations for the principal purposes of (i) providing funds to currently refund all of the Agency's outstanding All-Requirements Power Supply Project Revenue Bonds, Series 2008C, (ii) paying any costs of terminating existing interest rate swap agreements associated therewith and (iii) paying certain expenses related to the issuance and sale of the Bonds. The final maturity of the Series 2019A Bonds is [] and the average life of the Series 2019A Bonds is [] years. The Series 2019A Bonds have a true interest cost of []%.

(ii) The sources of repayment for the Series 2019A Bonds are (i) the proceeds of the sale of the Series 2019A Bonds pending application thereof, (ii) all right, title and interest of the Agency in, to and under the Power Supply Contracts, (iii) the Revenues (as defined in the Resolution), and (iv) all Funds (except as otherwise specifically provided in the Resolution) established by the Resolution, including the investment income, if any, thereof, subject only to the provisions of the Resolution permitting the application thereof for the purpose and on the terms and conditions set forth in the Resolution. Authorizing this obligation will result in approximately \$[_____], plus interest of \$[_____], of the above sources of repayment not being available to finance the other services of the Agency over the life of the Bonds.

(b) (i) The Agency is proposing to issue \$[_____] of its limited obligations for the principal purposes of (i) providing funds to currently refund all of the Agency's outstanding All-Requirements Power Supply Project Revenue Bonds, Series 2013A (Taxable) and (ii) paying certain expenses related to the issuance and sale of the Bonds. The final maturity of the Series 2019B Bonds is [_____] and the average life of the Series 2019B Bonds is [_____] years. The Series 2019B Bonds have a true interest cost of [_____] %.

(ii) The sources of repayment for the Series 2019B Bonds are (i) the proceeds of the sale of the Series 2019B Bonds pending application thereof, (ii) all right, title and interest of the Agency in, to and under the Power Supply Contracts, (iii) the Revenues (as defined in the Resolution), and (iv) all Funds (except as otherwise specifically provided in the Resolution) established by the Resolution, including the investment income, if any, thereof, subject only to the provisions of the Resolution permitting the application thereof for the purpose and on the terms and conditions set forth in the Resolution. Authorizing this obligation will result in approximately \$[_____] , plus interest of \$[_____] , of the above sources of repayment not being available to finance the other services of the Agency over the life of the Bonds.

The foregoing is provided for informational purposes only and shall not affect or control the actual terms and conditions of the Bonds.

Yours very truly,

Barclays Capital Inc., as Representative

By: _____
Name:
Title:

OPINION OF BOND COUNSEL

(Date of Closing)

Florida Municipal Power Agency
8553 Commodity Circle
Orlando, Florida 32819

Barclays Capital Inc.
as Representative of the Underwriters named in
the Purchase Contract dated [____], 2019
with the Florida Municipal Power Agency

Gentlemen:

We have served as Bond Counsel to Florida Municipal Power Agency in connection with the issuance and sale of its \$[____] All-Requirements Power Supply Project Refunding Revenue Bonds, Series 2019A (the “Series 2019A Bonds”) and \$[____] All-Requirements Power Supply Project Refunding Revenue Bonds, Series 2019B (Federally Taxable) (the “Series 2019B Bonds” and, together with the Series 2019A Bonds, the “2019 Bonds”), to the Underwriters named in the Purchase Contract referred to herein. Terms used herein which are defined in said Purchase Contract shall have the meanings specified therein.

We have examined, among other things, the Act, Chapter 166, Part II, Florida Statutes, the Interlocal Agreement, the Resolution, the proceedings of the Executive Committee of the Agency with respect to the authorization and issuance of the 2019 Bonds, the proceedings of the Executive Committee of the Agency with respect to the authorization, execution and delivery of each of the Power Supply Contracts, the Participation Agreement, the Purchase Contract, the Continuing Disclosure Undertaking and the Official Statement and such certificates and other documents relating to the Agency, the 2019 Bonds, the Resolution, the Continuing Disclosure Agreement, the Power Supply Contracts, and have made such other examination of applicable Florida and other laws as we have deemed necessary in giving this opinion.

Based upon the foregoing, we are of the opinion that:

(a) The Continuing Disclosure Agreement, dated [____], 2019 and the Purchase Contract between the Agency and the Underwriters named therein, dated [____], 2019, relating to the sale of the 2019 Bonds (the “Purchase Contract”), have each been duly authorized, executed and delivered by the Agency, and assuming due authorization, execution and delivery by the respective other parties thereto, each constitutes the legal, valid and binding agreement of the Agency in accordance with its terms. The opinion set forth in this paragraph (a) is subject to applicable bankruptcy, insolvency, moratorium, reorganization or other similar laws affecting creditors’ rights and judicial discretion, and the valid exercise of the sovereign police powers of the State of Florida and of the constitutional power of the United States of America.

(b) The 2019 Bonds are exempted securities as described in Section 3 (a) (2) of the Securities Act of 1933 and Section 304 (a) (4) of the Trust Indenture Act, each as amended and now in effect, and

the offer and sale of the 2019 Bonds does not require any registration under such Securities Act or the qualification of any indenture under such Trust Indenture Act.

(c) The statements contained in the Preliminary Official Statement and the Official Statement under the captions “INTRODUCTION — Authority for the Offered Securities, Additional Bonds, Subordinated Indebtedness, Payments under the Power Supply Contracts, Security for the Offered Securities,” “DESCRIPTION OF THE OFFERED SECURITIES,” “SECURITY AND SOURCES OF PAYMENT FOR THE OFFERED SECURITIES,” “THE POWER SUPPLY CONTRACTS,” “VALIDATION,” APPENDIX D — “SUMMARY OF CERTAIN PROVISIONS OF THE RESOLUTION AND POWER SUPPLY CONTRACTS,” and APPENDIX G — “CONTINUING DISCLOSURE UNDER SEC RULE 15C2-12” insofar as such statements constitute summaries of certain provisions of the 2019 Bonds, the Resolution, the Act, the Power Supply Contracts, the Participation Agreement, the Continuing Disclosure Undertaking and the documents referred to therein present a fair and accurate summary of such provisions. The statements in the Preliminary Official Statement and the Official Statement under the caption “TAX MATTERS” are accurate statements or summaries of the matters therein set forth.

Because the primary purpose of our professional engagement, as Bond Counsel to the Agency was not to establish factual matters, and because of the wholly or partially nonlegal character of many of the determinations involved in the preparation of the Preliminary Official Statement and the Official Statement, we are not passing upon and do not assume any responsibility for the accuracy, completeness or fairness of the statements contained in the Preliminary Official Statement and the Official Statement (except to the extent expressly set forth in paragraph (c) above) and we make no representation that we have independently verified the accuracy, completeness or fairness of such statements. However, in the course of our participation in the preparation of the Preliminary Official Statement and the Official Statement as Bond Counsel to the Agency, we conferred (which conferences did not extend beyond the date of the Official Statement) with representatives of the Agency, Jody L. Finklea, General Counsel to the Agency, the underwriters, underwriters’ counsel and the financial advisor, at which conferences the contents of the Preliminary Official Statement and the Official Statement and related matters were discussed. Our participation in the preparation of the Official Statement did not disclose to us any reason to believe that (A) the Preliminary Official Statement as of its date and as of the date of the Purchase Contract or the Official Statement as of its date contained any untrue statement of a material fact or omitted to state material fact necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading (except for APPENDIX C — “FMPSA’S ANNUAL AUDIT REPORT FOR ITS FISCAL YEAR ENDED SEPTEMBER 30, 2018,” except for APPENDIX F — “BOOK-ENTRY-ONLY SYSTEM,” and except for the maps and schematic, graphic, pictorial, financial and statistical information included in the Official Statement, and including such information in the appendices thereto, as to all of which we express no view) or (B) that the Official Statement, as of the date hereof, contains any untrue statement of a material fact or omits to state a material fact necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading (except as aforesaid).

We hereby consent to references to us contained in the Preliminary Official Statement and the Official Statement.

We are furnishing this letter to the Agency and to you, as Representative of the Underwriters of the 2019 Bonds, solely for your benefit. The letter is not to be used, circulated, quoted or otherwise referred to for any other purpose.

Very truly yours,

OPINION OF JODY L. FINKLEA, ESQUIRE

(Date of Closing)

Barclays Capital Inc.,
as Representative of the Underwriters named
in the Purchase Contract

Ladies and Gentlemen:

I have served as General Counsel and Chief Legal Officer of Florida Municipal Power Agency in connection with the issuance and sale of its \$[_____] All-Requirements Power Supply Project Refunding Revenue Bonds, Series 2019A (the “Series 2019A Bonds”) and \$[_____] All-Requirements Power Supply Project Refunding Revenue Bonds, Series 2019B (Federally Taxable) (the “Series 2019B Bonds” and, together with the Series 2019A Bonds, the “2019 Bonds”), to the Underwriters named in the Purchase Contract referred to herein. Terms used herein which are defined in said Purchase Contract shall have the meanings specified therein or, if not defined therein, in the Official Statement, dated [_____] 2019, relating to the 2019 Bonds.

I have examined, among other things, the Act, Chapter 166, Part II, Florida Statutes, the Interlocal Agreement, the Resolution, the proceedings of the Executive Committee of the Agency with respect to the authorization and issuance of the 2019 Bonds and the authorization, execution and delivery of each of the Related Documents, the Continuing Disclosure Agreement, dated [_____] 2019 (the “Continuing Disclosure Undertaking”), the Purchase Contract and the Official Statement and such certificates and other documents relating to the Agency, the 2019 Bonds, the Resolution and the Related Documents, and have made such other examination of applicable Florida law as I have deemed necessary in giving this opinion.

Based upon the foregoing, I am of the opinion that:

(a) The Agency is duly existing as a governmental legal entity and, under the Constitution and laws of Florida, has full legal right, power and authority to acquire, construct, operate, maintain and improve the All-Requirements Power Supply Project.

(b) The execution and delivery of the Purchase Contract, the Continuing Disclosure Undertaking and the Related Documents and the Official Statement have been duly authorized by the Agency.

(c) The Related Documents, the Continuing Disclosure Undertaking and the Purchase Contract have been duly executed and delivered by the Agency and, assuming due authorization and execution by the other parties thereto, are valid and enforceable against the Agency in accordance with their respective terms.

(d) Under the laws of Florida, the authority of the Agency and each of the Participants to determine, fix, impose and collect rates and charges for electric power and energy sold and delivered is not subject to the regulatory jurisdiction of the Florida Public Service Commission, except as disclosed in the Preliminary Official Statement and the Official Statement (including, but not limited to, “STATE REGULATORY OVERSIGHT”).

(e) All Florida governmental regulatory approvals necessary to the issuance of the 2019 Bonds have been obtained.

(f) The execution and delivery of the Purchase Contract, the Continuing Disclosure Undertaking, the Related Documents and the 2019 Bonds by the Agency, the adoption and implementation of the Resolution, and compliance with the provisions of said Purchase Contract, the Continuing Disclosure Undertaking, the Resolution, the Related Documents and the 2019 Bonds, will not conflict with or constitute a breach of any Florida law, administrative regulation or court decree of any Florida court to which the Agency is subject.

(g) The Resolution has been duly adopted and is valid, binding and enforceable against the Agency in accordance with its terms.

(h) The authorization, execution and delivery by the Agency of the Related Documents and the Agency's compliance with all terms and provisions thereof will not be a breach of, or constitute a default under, the terms and conditions of any indenture, resolution, loan, mortgage, contract or other agreement to which the Agency is a party or by which the Agency or its properties is or may be bound.

(i) The statements contained in the Preliminary Official Statement and the Official Statement under the captions "THE POWER SUPPLY CONTRACTS," "FLORIDA MUNICIPAL POWER AGENCY," "THE PROJECT," "STATE REGULATORY OVERSIGHT", "CERTAIN FACTORS AFFECTING THE ELECTRIC UTILITY INDUSTRY," "ENVIRONMENTAL REGULATION," "LITIGATION", "CONTINUING DISCLOSURE; ADDITIONAL FMPA INFORMATION" and "Summary of Certain Provisions of the Power Supply Contracts" contained in APPENDIX D are true, correct and complete in all material respects and do not omit any material fact known to me, which, in my opinion, should be included or referred to therein so as to make the information or statements made therein not misleading.

(j) Based upon my participation in the preparation of the Preliminary Official Statement and the Official Statement as General Counsel and Chief Legal Officer of the Agency and without having undertaken to determine independently the accuracy, completeness or fairness of the statements contained in the Official Statement, I have no reason to believe that the Preliminary Official Statement, as of its date, or the Official Statement, as of the date hereof (except for APPENDIX C — "FMPA'S ANNUAL AUDIT REPORT FOR ITS FISCAL YEAR ENDED SEPTEMBER 30, 2018," except for APPENDIX F — "BOOK-ENTRY-ONLY SYSTEM" and except for the maps and schematic, graphic, pictorial, financial and statistical information included in the Preliminary Official Statement, including such information in the Appendices thereto, as to which I express no view) contained or contains any untrue statement of a material fact or omitted or omits to state a material fact required to be stated therein or necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading (except as aforesaid).

It is to be understood that the rights and obligations of the parties under the Purchase Contract, the Continuing Disclosure Undertaking, the Related Documents and the Resolution and the enforceability thereof may be subject to judicial discretion, the valid exercise of the sovereign police powers of the State of Florida and the constitutional powers of the United States of America, and valid bankruptcy, insolvency, reorganization and other laws affecting creditors' rights.

I am furnishing this letter to you, as Underwriters of the 2019 Bonds, solely for your benefit. The letter is not to be used, circulated, quoted or otherwise referred to for any other purpose.

Very truly yours,

FLORIDA MUNICIPAL POWER AGENCY

CERTIFICATE

We, Howard McKinnon, Chairperson of the Executive Committee of Florida Municipal Power Agency (the “Agency”), and Jacob A. Williams, General Manager and Chief Executive Officer of the Agency, hereby certify that:

1. To the best of our knowledge and belief, the representations, warranties, covenants and agreements of the Agency contained in the Purchase Contract dated [____], 2019 between the Agency and the Underwriters named therein (the “Purchase Contract”), with respect to the sale by the Agency of \$[____] All-Requirements Power Supply Project Refunding Revenue Bonds, Series 2019A (the “Series 2019A Bonds”) and \$[____] All-Requirements Power Supply Project Refunding Revenue Bonds, Series 2019B (Federally Taxable) (the “Series 2019B Bonds” and, together with the Series 2019A Bonds, the “2019 Bonds”), are true and correct in all material respects on and as of the date of the Closing as if made on the date of the Closing.

2. Except as disclosed in the Preliminary Official Statement, dated [____], 2019, relating to the 2019 Bonds (the “Preliminary Official Statement”) and the Official Statement, dated [____], 2019, relating to the 2019 Bonds (the “Official Statement”), no action, suit, proceeding, inquiry or investigation, at law or in equity, before or by any court, government agency or public board or body, is pending against or, to the best of our knowledge, threatened against the Agency, affecting the legal existence of the Agency or the titles of its officers to their respective offices or affecting or seeking to prohibit, restrain or enjoin the sale, issuance or delivery of the 2019 Bonds or the collection of the amounts pledged or to be pledged to pay the principal of and interest on the 2019 Bonds, or in any way contesting or affecting the validity or enforceability of the 2019 Bonds, the Resolution, the Purchase Contract, the Continuing Disclosure Undertaking or the Related Documents or contesting the tax-exempt status of the interest on the Series 2019A Bonds as described in the Official Statement, or contesting in any way the completeness or accuracy of the Official Statement or any supplement or amendment thereto, or contesting the powers of the Agency or any authority or proceedings for the issuance, sale and delivery of the 2019 Bonds, the adoption of the Resolution or the execution and delivery of the Purchase Contract, the Continuing Disclosure Undertaking or the Related Documents or the performance of the Agency’s obligations under the Resolution, the Purchase Contract or the Related Documents, nor to the best of our knowledge, is there any basis therefor, wherein an unfavorable decision, ruling or finding would materially adversely affect the validity or enforceability of the 2019 Bonds, the Resolution, the Related Documents, the Continuing Disclosure Undertaking or the Purchase Contract.

3. To the best of our knowledge, no event affecting the Agency has occurred since the date of the Official Statement which should be disclosed in the Official Statement so that the Official Statement will not contain any untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading, and which has not been disclosed in a supplement or amendment to the Official Statement.

4. The Agency has complied with all the agreements and satisfied all the conditions on its part to be performed or satisfied at or prior to the date hereof pursuant to the Purchase Contract.

5. All capitalized terms employed herein which are not otherwise defined shall have the same meanings as in the Purchase Contract.

[Closing Date], 2019

Chairperson of the Executive Committee
of the Agency

General Manager and Chief Executive Officer
of the Agency

ISSUE PRICE CERTIFICATE OF THE UNDERWRITER

The undersigned, on behalf of Barclays Capital Inc. (the “Representative”), on behalf of itself and BofA Securities, Inc., hereby certifies as set forth below with respect to the sale and issuance by Florida Municipal Power Agency (the “Issuer”) of its \$[_____] aggregate principal amount of All-Requirements Power Supply Project Refunding Revenue Bonds, Series 2019A (the “Bonds”).

1. *Sale of the Bonds.* As of the date of this certificate, for each Maturity of the Bonds, the first price at which at least 10% of such Maturity of the Bonds was sold to the Public is the respective price listed in Schedule A.

2. *Defined Terms.*

(a) *Issuer* means the Florida Municipal Power Agency.

(b) *Maturity* means Bonds with the same credit and payment terms. Bonds with different maturity dates, or Bonds with the same maturity date but different stated interest rates, are treated as separate Maturities.

(c) *Public* means any person (including an individual, trust, estate, partnership, association, company or corporation) other than an Underwriter or a related party to an Underwriter. The term “related party” for purposes of this certificate generally means any two or more persons who have greater than 50 percent common ownership, directly or indirectly.

(d) *Underwriter* means (i) any person that agrees pursuant to a written contract with the Issuer (or with the lead underwriter to form an underwriting syndicate) to participate in the initial sale of the Bonds to the Public, and (ii) any person that agrees pursuant to a written contract directly or indirectly with a person described in clause (i) of this paragraph to participate in the initial sale of the Bonds to the Public (including a member of a selling group or a party to a retail distribution agreement participating in the initial sale of the Bonds to the Public).

The representations set forth in this certificate are limited to factual matters only. Nothing in this certificate represents the Representative’s interpretation of any laws, including specifically Sections 103 and 148 of the Internal Revenue Code of 1986, as amended, and the Treasury Regulations thereunder. The undersigned understands that the foregoing information will be relied upon by the Issuer with respect to certain of the representations set forth in the Tax Certificate and with respect to compliance with the federal income tax rules affecting the Bonds, and by Nixon Peabody LLP in connection with rendering its opinion that the interest on the Bonds is excluded from gross income for federal income tax purposes, the preparation of the Internal Revenue Service form 8038-G, and other federal income tax advice that it may give to the Issuer from time to time relating to the Bonds.

BARCLAYS CAPITAL INC., as Representative of the
Underwriters

By: _____
Name:
Title:

Dated: [Closing Date], 2019

SCHEDULE A

SALE PRICES

| <u>Due October 1,</u> | <u>Principal Amount</u> | <u>Interest Rate</u> | <u>Yield</u> | <u>Price</u> |
|---------------------------|-----------------------------|--------------------------|--------------|--------------|
| <hr/> | | | | |

SCHEDULE B
PRICING WIRE

FLORIDA MUNICIPAL POWER AGENCY
ALL-REQUIREMENTS POWER SUPPLY PROJECT
REFUNDING REVENUE BONDS, SERIES 2019A
AND
SERIES 2019B (FEDERALLY TAXABLE)

CONTINUING DISCLOSURE AGREEMENT

THIS AGREEMENT, dated [____], 2019, is made by and between the Agency and the Trustee, each as defined below in Section 1.

In order to permit the Underwriters to comply with the provisions of Rule 15c2-12 in connection with the public offering of the Bonds, the parties hereto, in consideration of the mutual covenants herein contained and other good and lawful consideration, hereby agree, for the sole and exclusive benefit of the Holders of the Bonds, as follows:

Section 1. Definitions; Rules of Construction.

(i) Capitalized terms used but not defined herein shall have the respective meanings ascribed to them in the Resolutions.

“Agency” shall mean Florida Municipal Power Agency, a governmental legal entity created pursuant to the laws of the State of Florida.

“Annual Agency Financial Information” shall mean the information specified in Section 3(i) hereof.

“Annual Financial Information” shall mean the Annual Major Participant Financial Information and Annual Agency Financial Information, collectively.

“Annual Major Participant Financial Information” shall mean the information specified in Section 3(ii) hereof.

“Audited Financial Statements” shall mean the Audited Agency Financial Statements and the Audited Major Participant Financial Statements.

“Audited Agency Financial Statements” shall mean the annual financial statements of the Agency, audited by such auditors as shall then be required or permitted by State law or the Resolutions. Audited Agency Financial Statements shall be prepared in accordance with GAAP; provided, however, that the Agency may, from time to time, if

required by federal or State legal requirements, modify the accounting principles to be followed in preparing its financial statements.

“Audited Major Participant Financial Statements” shall mean the annual financial statements of each Major Participant audited by such auditors as shall then be required or permitted by State law. Audited Major Participant Financial Statements shall be prepared in accordance with GAAP; provided, however, that Major Participants may, from time to time, if required, by federal or State legal requirements, or otherwise, modify the accounting principles to be followed in preparing its financial statements.

“Bonds” shall mean the Series 2019A Bonds and the Series 2019B Bonds.

“EMMA” shall mean the Electronic Municipal Market Access system, the electronic format information repository to the MSRB, created in accordance with certain amendments to Rule 15c2-12 under the Securities Exchange Act of 1934, as amended, or its successor.

“Financial Obligation” shall mean a: (A) debt obligation; (B) derivative instrument entered into in connection with, or pledged as security or a source of payment for, an existing or planned debt obligation; or (C) guarantee of (A) or (B), but (ii) shall not include municipal securities as to which a final official statement has been provided to the MSRB consistent with Rule 15c2-12

“GAAP” shall mean generally accepted accounting principles as in effect from time to time in the United States.

“Holder” shall mean any registered owner of Bonds, and, for purposes of Section 5 of this Agreement only, if registered in the name of DTC (or a nominee thereof) or in the name of any other entity (or a nominee thereof) that acts as a “clearing corporation” within the meaning of the New York Uniform Commercial Code and is a “clearing agency” registered pursuant to the provisions of Section 17A of the Securities Exchange Act of 1934, as amended, any beneficial owner of Bonds.

“Major Participants” shall mean, individually or collectively as the context requires, each Participant which shall have a Participant’s Share and each Participant or other unit of local government which pursuant to the Power Sales Contracts or otherwise shall have and/or shall have assumed (by agreement or by operation of law) the obligations of one or more Participants under the Power Sales Contracts to the extent of an aggregate Participant’s Share in excess of 10%. The Major Participants currently are the City of Jacksonville Beach, the Utility Board of the City of Key West, the Kissimmee Utility Authority and the City of Ocala.

“MSRB” shall mean the Municipal Securities Rulemaking Board established in accordance with the provisions of Section 15B(b)(1) of the Securities Exchange Act of 1934.

“Participants” shall mean City of Bushnell, City of Clewiston, City of Fort Meade, Town of Havana, City of Green Cove Springs, City of Jacksonville Beach, City

of Leesburg, City of Ocala, Utility Board of the City of Key West, Florida, Kissimmee Utility Authority, City of Lake Worth, City of Newberry, City of Starke and Fort Pierce Utilities Authority.

“Participant’s Share” shall mean the Participant’s prior years kWh purchases from the All-Requirements Power Supply Project.

“Resolutions” shall mean the All-Requirements Power Supply Revenue Bond Resolution, adopted on March 22, 1985, as amended and restated in its entirety on May 23, 2003, as amended and supplemented, including as supplemented by the Series 2019A Supplemental All-Requirements Power Supply Revenue Bond Resolution (Fixed Rate Bonds) and Series 2019B Supplemental All-Requirements Power Supply Revenue Bond Resolution (Fixed Rate Bonds), each adopted on [____], 2019.

“Rule 15c2-12” shall mean Rule 15c2-12 (as amended through the date of this Agreement) under the Securities Exchange Act of 1934, as amended, including any official interpretations thereof promulgated on or prior to the effective date hereof.

“Series 2019A Bonds” shall mean the Agency’s All-Requirements Power Supply Project Refunding Revenue Bonds, Series 2019A.

“Series 2019B Bonds” shall mean the Agency’s All-Requirements Power Supply Project Refunding Revenue Bonds, Series 2019B (Federally Taxable).

“State” shall mean the State of Florida.

“Trustee” shall mean TD Bank, National Association, Cherry Hill, New Jersey, or any successor trustee under the Resolution.

“Unaudited Agency Financial Statements” shall mean the same as Audited Agency Financial Statements except that they shall not have been audited.

“Unaudited Major Participant Financial Statements” shall mean the same as Audited Major Participant Financial Statements except that they shall not have been audited.

“Underwriters” shall mean the underwriter or underwriters that have contracted to purchase the Bonds from the Agency upon initial issuance.

(ii) Unless the context clearly indicates to the contrary, the following rules shall apply to the construction of this Agreement:

(a) Words importing the singular number shall include the plural number and vice versa.

(b) Any reference herein to a particular Section or subsection without further reference to a particular document or provision of law or regulation is a reference to a Section or subsection of this Agreement.

(c) The captions and headings herein are solely for convenience of reference and shall not constitute a part of this Agreement nor shall they affect its meaning, construction or effect.

Section 2. Obligation to Provide Continuing Disclosure.

(i) The Agency hereby undertakes, for the benefit of Holders of the Bonds, to provide or cause to be provided:

(a) to the MSRB through its EMMA system, no later than nine months after the end of each fiscal year, commencing with the fiscal year ending September 30, 2019, the Annual Financial Information relating to such fiscal year;

(b) if not submitted as part of the Annual Financial Information, to the MSRB through its EMMA system, not later than nine months after the end of each fiscal year commencing with the fiscal year ending September 30, 2019, (1) Audited Agency Financial Statements for such fiscal year when and if they become available and, if such Audited Agency Financial Statements are not available on the date which is nine months after the end of a fiscal year, the Unaudited Agency Financial Statements for such fiscal year and (2) Audited Major Participant Financial Statements for such fiscal year when and if they become available and, if such Audited Major Participant Financial Statements are not available on the date which is nine months after the end of a fiscal year, the Unaudited Major Participation Financial Statements for such fiscal year; provided, however, in the case of Audited Major Participant Financial Statements, that the same can practicably be obtained by the Agency;

(c) to EMMA, notice of the occurrence of any of the following events with respect to the Bonds in a timely manner not more than ten (10) Business Days after the event:

1. principal and interest payment delinquencies;
2. non-payment related defaults, if material;
3. unscheduled draws on debt service reserves reflecting financial difficulties;
4. unscheduled draws on credit enhancements reflecting financial difficulties;
5. substitution of credit or liquidity providers, or their failure to perform;
6. adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB) or other material notices or determinations with respect to the tax status of the Bonds, or other material events affecting the tax status of the Bonds;
7. modifications to the rights of Bondholders, if material;
8. bond calls, if material, and tender offers;

- 9 defeasances;
10. release, substitution, or sale of property securing repayment of the Bonds, if material;
11. rating changes;
12. bankruptcy, insolvency, receivership or similar proceedings of the Agency or a Major Participant;
13. the consummation of a merger, consolidation, or acquisition, or the sale of all or substantially all of the assets of the Agency or a Major Participant, other than in the ordinary course of business, the entry into a definitive agreement to undertake such action or the termination of a definitive agreement relating to such actions, other than pursuant to its terms, if material;
14. appointment of a successor trustee or additional trustee or the change of name of a trustee, if material;
15. the incurrence of a Financial Obligation of the Agency or a Major Participant, if material, or agreement as to covenants, events of default, remedies, priority rights, or other similar terms of a Financial Obligation of the Agency or a Major Participant, any of which affect holders of the Bonds, if material; and
16. a default, event of acceleration, termination event, modification of terms, or other similar events under the terms of a Financial Obligation of the Agency or a Major Participant, any of which reflect financial difficulties.

(d) to EMMA, in a timely manner, notice of a failure to provide any Annual Financial Information required by clause (i)(a) of this Section 2.

(ii) The Agency may satisfy its obligations hereunder by filing any notice, document or information with the MSRB through its EMMA system, to the extent permitted or required by the SEC.

(iii) Other Information. Nothing herein shall be deemed to prevent the Agency from disseminating any other information in addition to that required hereby in the manner set forth herein or in any other manner. If the Agency should disseminate any such additional information, the Agency shall not have any obligation hereunder to update such information or to include it in any future materials disseminated hereunder.

(iv) Disclaimer. The Agency and the Trustee shall be obligated to perform only those duties expressly provided for such entity in this Agreement, and neither of the foregoing shall be under any obligation to the Holders or other parties hereto to perform, or monitor the performance of, any duties of the other party.

Section 3. Annual Financial Information.

(i) The required Annual Agency Financial Information shall consist of the following:

(A) financial and operating data relating to the Agency's All-Requirements Power Supply Project consisting of: (1) a description of the Agency's All-Requirements Power Supply Project; (2) information of the type included in the table captioned "Historical Capacity Requirements and Resources" under the heading "THE PROJECT" in the Official Statement for the three most recently completed fiscal years; (3) historical operating results for the All-Requirements Power Supply Project for the three most recently completed fiscal years, including net sales to cities and net power costs; and (4) information concerning the Agency's debt service requirements for the All-Requirements Power Supply Project;

(B) a presentation of the Agency's financial results in accordance with GAAP for the two most recent completed fiscal years for which that information is then currently available;

(C) material litigation related to any of the foregoing; together with

(D) such narrative explanation as may be necessary to avoid misunderstanding and to assist the reader in understanding the presentation of financial information and operating data concerning, and in judging the financial condition of, the Agency.

(ii) The required Annual Major Participant Financial Information shall consist of the following:

(A) financial and operating data consisting of: (1) the information of the type contained in Appendix B to the Official Statement, other than the information contained under the headings "General"; (2) information concerning sales of electric services, customers, and non-coincident peak demand; and (3) a presentation of the Major Participants' information concerning historical net energy requirements and peak demand;

(B) material litigation related to any of the foregoing; together with

(C) such narrative explanation as may be necessary to avoid misunderstanding and to assist the reader in understanding the presentation of financial information and operating data concerning, and in judging the financial condition of, the Major Participants.

The type of financial information and operating data relating to the Agency described in Sections 3(i)(A), (B) and (C) is currently included in the Official Statement dated [____], 2019 and relating to the Bonds under the headings "DEBT SERVICE REQUIREMENTS", "THE PROJECT" and "LITIGATION". The type of financial information and operating data relating to the Major Participants described in Sections 3(ii)(A), (B) and (C) is currently included in the Official Statement dated [____], 2019 under the headings "THE PROJECT PARTICIPANTS", APPENDIX A – "MEMBER PARTICIPATION IN FMPA PROJECTS" and APPENDIX B – "THE MAJOR PARTICIPANTS". The requirements contained in this section are intended to set forth a general description of the type of financial information and operating

data to be provided; such descriptions are not intended to state more than general categories of financial information and operating data; and where the provisions of clause (i) call for information that no longer can be generated because the operations to which it related have been materially changed or discontinued, a statement to that effect shall be provided.

All or any portion of the Annual Financial Information may be incorporated therein by cross reference to any other documents which have been filed with (i) the MSRB through its EMMA system or (ii) the Securities and Exchange Commission; provided, however, that if the document is an official statement, it shall have been filed with the MSRB and need not have been filed elsewhere.

Annual Financial Information for any fiscal year containing any modified operating data or financial information (as contemplated by Section 7 hereof) for each such fiscal year shall explain, in narrative form, the reasons for such modification and the effect of such modification on the Annual Financial Information being provided for such fiscal year. If a change in accounting principles is included in any such modification, such Annual Financial Information shall present a comparison between the financial statements or information prepared on the basis of the modified accounting principles and those prepared on the basis of the former accounting principles. Such comparison shall include a qualitative discussion of the differences in the accounting principles and the impact of the change in the accounting principles on the presentation of the financial information. To the extent feasible, such comparison shall also be quantitative. A notice of any such change in accounting principles shall be sent to the MSRB through its EMMA system.

Information From Major Participants. The Agency agrees to request, obtain and provide, pursuant to the All-Requirements Power Supply Project Contracts or otherwise, Annual Major Participant Financial Information, Audited Major Participant Financial Statements, and information relating to any change in fiscal year and the basis on which audited financial statements are prepared, from time to time and in sufficient time to permit the Agency to comply with the provisions of this Agreement, and shall enforce such provisions of this Agreement; the failure of any Major Participant to furnish any such requested information or data shall not excuse the performance by the Agency of any of its obligations under this Agreement. Under the All-Requirements Power Supply Project Contracts, the Participants are required to furnish to the Agency, upon request all information, financial statements and other documents as shall be reasonably necessary in connection with the financing of the All-Requirements Power Supply Project.

Section 4. Financial Statements. The Audited Financial Statements for each fiscal year shall be prepared in accordance with GAAP as in effect from time to time. Such financial statements shall be audited by an independent accounting firm.

All or any portion of the Audited or Unaudited Financial Statements may be incorporated therein by specific reference to any other documents which have been filed with (i) the MSRB through its EMMA system or (ii) the Securities and Exchange Commission; provided, however, that if the document is an official statement, it shall have been filed with the MSRB and need not have been filed elsewhere.

Section 5. Remedies. If the Agency shall fail to comply with any provision of this Agreement, then the Trustee or any Holder of Bonds may enforce, for the equal benefit and protection of all Holders similarly situated, by mandamus or other suit or proceeding at law or in equity, this Agreement against the Agency and any of its officers, agents and employees, and may compel the Agency or any of its officers, agents or employees to perform and carry out their duties under this Agreement; provided that the sole and exclusive remedy for breach of this Agreement shall be an action to compel specific performance of the obligations of the Agency hereunder and no person or entity shall be entitled to recover monetary damages hereunder under any circumstances, and, provided further, that any challenge to the adequacy of any information provided pursuant to Section 2 shall be brought only by the Trustee or the Holders of 25% in aggregate principal amount of the Bonds at the time outstanding which are affected thereby. Failure to comply with any provision of this Agreement shall not constitute a default under the Resolutions nor give right to the Trustee or any Holder to exercise any of the remedies under the Resolutions.

Section 6. Parties in Interest. This Agreement is executed and delivered solely for the benefit of the Holders of the Bonds which, for the purposes of Section 5, include those beneficial owners of Bonds specified in the definition of Holder set forth in Section 1. For the purposes of such Section 5, such beneficial owners of Bonds shall be third-party beneficiaries of this Agreement. No person other than those described in Section 5 shall have any right to enforce the provisions hereof or any other rights hereunder.

Section 7. Amendments. Without the consent of any Holders (except to the extent expressly provided below), the Agency and the Trustee at any time and from time to time may enter into any amendments or changes to this Agreement for any of the following purposes:

(i) to comply with or conform to Rule 15c2-12 or any amendments thereto or authoritative interpretations thereof by the Securities and Exchange Commission or its staff (whether required or optional) which are applicable to the Agreement;

(ii) to add a dissemination agent for the information required to be provided hereby and to make any necessary or desirable provisions with respect thereto;

(iii) to evidence the succession of another person to the Agency and the assumption by any such successor of the covenants of the Agency hereunder;

(iv) to add to the covenants of the Agency for the benefit of the Holders, or to surrender any right or power herein conferred upon the Agency; or

(v) for any other purpose as a result of a change in circumstances that arises from a change in legal requirements, change in law, or change in the identity, nature, or status of the Agency, or type of business conducted; provided that (1) the Agreement, as amended, would have complied with the requirements of Rule 15c2-12 at the time of the offering of the Bonds, after taking into account any amendments or authoritative interpretations of Rule 15c2-12, as well as any change in circumstances, (2) the amendment or change either (a) does not materially impair the interests of Holders, as determined by bond counsel or (b) is approved by the vote or consent of Holders of a majority in outstanding principal amount of the Bonds affected thereby

at or prior to the time of such amendment or change and (3) the Trustee receives an opinion of bond counsel that such amendment is authorized or permitted by this Agreement.

Section 8. Termination. This Agreement shall remain in full force and effect until such time as all principal, redemption premiums, if any, and interest on the Bonds shall have been paid in full or legally defeased pursuant to the Resolutions (a “Legal Defeasance”); *provided, however,* that if Rule 15c2-12 (or successor provision) shall be amended, modified or changed so that all or any part of the information currently required to be provided thereunder shall no longer be required to be provided thereunder, then such information shall no longer be required to be provided hereunder; and *provided, further, that* if and to the extent Rule 15c2-12 (or successor provision), or any provision thereof shall be declared by a court of competent and final jurisdiction to be, in whole or in part, invalid, unconstitutional, null and void, or otherwise inapplicable to the Bonds, then the information required to be provided hereunder, insofar as it was required to be provided by a provision of Rule 15c2-12 so declared, shall no longer be required to be provided hereunder. Upon any Legal Defeasance, the Agency shall provide notice of such defeasance to the MSRB through its EMMA system. Such notice shall state whether the Bonds have been defeased to maturity or to redemption and the timing of such maturity or redemption. Upon any other termination pursuant to this Section 8, the Agency shall provide notice of such termination to the MSRB through its EMMA system.

Section 9. The Trustee.

(i) Except as otherwise set forth herein, this Agreement shall not create any obligation or duty on the part of the Trustee and the Trustee shall not be subject to any liability hereunder for acting or failing to act as the case may be.

(ii) The Agency shall indemnify and hold harmless the Trustee in connection with this Agreement, to the same extent provided in the Resolutions for matters arising thereunder.

Section 10. Governing Law. This Agreement shall be governed by the laws of the State of Florida determined without regard to principles of conflict of law.

Section 11. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be an original, but which together shall constitute one and the same Agreement.

[Remainder of page intentionally left blank; signatures appear on following page]

IN WITNESS WHEREOF, the undersigned have duly authorized, executed and delivered this Agreement as of the date first above written.

FLORIDA MUNICIPAL POWER AGENCY

By: _____
Name: Jacob Williams
Title: General Manager and CEO

TD BANK, NATIONAL ASSOCIATION,
as Trustee

By: _____
Name: David C. Leondi
Title: Vice President

NEW ISSUE–BOOK-ENTRY-ONLY**Ratings: Moody's: []****Fitch: []****See “Credit Ratings” herein.**

In the opinion of Bond Counsel, under existing law and assuming compliance with the tax covenants described herein, and the accuracy of certain representations and certifications made by Florida Municipal Power Agency described herein, interest on the Series 2019A Bonds is excluded from gross income for Federal income tax purposes under Section 103 of the Internal Revenue Code of 1986, as amended (the “Code”). Bond Counsel is also of the opinion that such interest on the Series 2019A Bonds is not treated as a preference item in calculating the alternative minimum tax imposed under the Code. Interest on the Series 2019B Bonds is not excluded from gross income for Federal income tax purposes. See “TAX MATTERS” herein regarding certain other tax considerations.

[\$82,095,000]***FLORIDA MUNICIPAL POWER AGENCY****[\$75,425,000]***

**All-Requirements Power Supply Project
Refunding Revenue Bonds, Series 2019A**

[\$6,670,000]*

**All-Requirements Power Supply Project
Refunding Revenue Bonds, Series 2019B
(Federally Taxable)**

DATED: DATE OF ISSUANCE**DUE: AS SHOWN ON INSIDE FRONT COVER**

The Series 2019A Bonds are being issued by the Florida Municipal Power Agency (“FMFA”) to (i) currently refund all of FMFA’s outstanding All-Requirements Power Supply Project Variable Rate Demand Refunding Revenue Bonds, Series 2008C, (ii) pay the costs of terminating existing interest rate swap agreements associated with such bonds and (iii) pay the costs of issuance of the Series 2019A Bonds. The Series 2019B Bonds are being issued by FMFA to (i) currently refund all of FMFA’s outstanding All-Requirements Power Supply Project Revenue Bonds, Series 2013A (Taxable) and (ii) pay the costs of issuance of the Series 2019B Bonds. The Series 2019A Bonds and the Series 2019B Bonds are referred to herein as the “Offered Securities.”

The Offered Securities are payable and secured on a parity with FMFA’s senior lien Bonds (as defined in “INTRODUCTION – Outstanding Indebtedness”) issued for the Project (as defined in “INTRODUCTION – The Project”), including those senior lien Bonds presently outstanding and those that may be issued for the Project in the future.

The Offered Securities are issuable as fully registered bonds and when issued will be registered in the name of Cede & Co., as Bondholder and Securities Depository Nominee of The Depository Trust Company, New York, New York. Individual purchases will be made in book-entry-only form through DTC Participants. TD Bank, National Association, Cherry Hill, New Jersey, is the Trustee, Paying Agent and Bond Registrar for the Offered Securities and all other parity senior lien Bonds of the Project.

The Offered Securities will be issued in authorized denominations of \$5,000 or any integral multiple thereof, and will accrue interest from their dated date payable on each April 1 and October 1, commencing April 1, 2020, at the rates and mature on the dates set forth on the inside front cover of this Official Statement.

The Offered Securities are not subject to redemption prior to maturity.

The Offered Securities are direct and special obligations of FMFA, payable from the revenues and other funds of the Project pledged thereto under the Resolution. Neither the State of Florida nor any political subdivision thereof other than FMFA, nor any Member of FMFA, is obligated to pay the Offered Securities. Neither the full faith and credit nor the taxing power of the State of Florida or any political subdivision thereof or any Member is pledged to the payment of the Offered Securities. FMFA has no taxing power.

MATURITY SCHEDULE – See Inside Front Cover

The Offered Securities are offered when, as and if issued and received by the Underwriters, subject to the approval of legality by Nixon Peabody LLP, New York, New York, Bond Counsel. Certain legal matters in connection with the Offered Securities will be passed upon for the Underwriters by their counsel, Orrick, Herrington & Sutcliffe LLP, New York, New York. Certain legal matters in connection with the Offered Securities are subject to the approval of Jody L. Finklea, Esquire, FMFA’s General Counsel and Chief Legal Officer. Dunlap & Associates, Inc., Orlando, Florida, is acting as FMFA’s Financial Advisor. It is expected that the Offered Securities in book-entry-only form will be available for delivery through The Depository Trust Company in New York, New York on or about [____], 2019.

Barclays**BofA Merrill Lynch**

_____, 2019

* Preliminary, subject to change.

FLORIDA MUNICIPAL POWER AGENCY

\$[75,425,000]* All-Requirements Power Supply Project Refunding Revenue Bonds, Series 2019A

| <u>DUE OCTOBER 1,</u> | <u>PRINCIPAL AMOUNT</u> | <u>INTEREST RATE</u> | <u>PRICE OR YIELD</u> | <u>CUSIP⁽¹⁾</u> |
|---------------------------|-----------------------------|--------------------------|---------------------------|----------------------------|
| 2025 | | | | |
| 2026 | | | | |
| 2027 | | | | |
| 2028 | | | | |
| 2029 | | | | |
| 2030 | | | | |
| 2031 | | | | |

\$[6,670,000]* All-Requirements Power Supply Project Refunding Revenue Bonds, Series 2019B (Federally Taxable)

| <u>DUE OCTOBER 1,</u> | <u>PRINCIPAL AMOUNT</u> | <u>INTEREST RATE</u> | <u>PRICE OR YIELD</u> | <u>CUSIP⁽¹⁾</u> |
|---------------------------|-----------------------------|--------------------------|---------------------------|----------------------------|
| 2020 | | | | |
| 2021 | | | | |
| 2022 | | | | |
| 2023 | | | | |

* Preliminary, subject to change.

⁽¹⁾ Copyright, American Bankers Association (the "ABA"). CUSIP data herein are provided by CUSIP Global Services, operated on behalf of the ABA by CUSIP Global Services, which is managed on behalf of the ABA by S&P Global Market Intelligence, a division of S&P Global Inc. The CUSIP numbers listed above are being provided solely for the convenience of Holders of the Offered Securities only at the time of issuance of the Offered Securities and FMPA, and the Underwriters do not make any representation with respect to such numbers or undertake any responsibility for their accuracy now or at any time in the future. The CUSIP number for a specific maturity is subject to being changed after the issuance of the Offered Securities as a result of various subsequent actions including, but not limited to, a refunding in whole or in part of such maturity or as a result of the procurement of secondary market portfolio insurance or other similar enhancement by investors that is applicable to all or a portion of certain maturities of the Offered Securities.

FLORIDA MUNICIPAL POWER AGENCY

Operational Offices
8553 Commodity Circle
Orlando, Florida 32819
(407) 355-7767
Facsimile: (850) 297-2014

OFFICERS OF THE EXECUTIVE COMMITTEE

Howard McKinnon, Chairperson
Lynne Tejeda, Vice Chairperson

PARTICIPANTS IN THE PROJECT

City of Bushnell
City of Clewiston
City of Fort Meade
Fort Pierce Utilities Authority
City of Green Cove Springs
Town of Havana
City of Jacksonville Beach
Utility Board of the City of Key West, Florida
Kissimmee Utility Authority
City of Lake Worth
City of Leesburg
City of Newberry
City of Ocala
City of Starke

MANAGEMENT

Jacob A. Williams, General Manager and CEO
Jody Lamar Finklea, Esquire, General Counsel and CLO
Linda S. Howard, CPA, CTP, Chief Financial Officer
Ken Rutter, Chief Operating Officer
Carol Chinn, Chief Information Security Officer
Mark T. McCain, Assistant General Manager of Public Relations and Member Services
Richard Popp, Treasurer and Risk Director
Jason Wolfe, Financial Planning, Rates & Budget Director
Danyel Sullivan-Marrero, Controller

FINANCIAL ADVISOR

Dunlap & Associates, Inc.
Orlando, Florida

BOND COUNSEL

Nixon Peabody LLP
New York, New York

TRUSTEE

TD Bank, National Association
Cherry Hill, New Jersey

INDEPENDENT ACCOUNTANTS

Purvis Gray & Company
Ocala, Florida

SWAP ADVISOR

Swap Financial Group
South Orange, New Jersey

No dealer or any other person has been authorized to give any information or to make any representation, other than the information and representations contained herein, in connection with the offering of the Offered Securities and, if given or made, such information or representations must not be relied upon. This Official Statement does not constitute an offer to sell or a solicitation of an offer to buy, nor shall there be any sale of the Offered Securities, to any person in any jurisdiction to whom it is unlawful to make such solicitation, offer or sale. The information and expressions of opinion herein are subject to change without notice, and neither the delivery of this Official Statement nor any sale made hereunder shall create, under any circumstances, any implication that there has been no change in the affairs of FMPA or the Participants since the date hereof.

The information in this Official Statement has been furnished by FMPA and the Participants and includes information obtained from other sources, all of which are believed to be reliable. The purpose of this Official Statement is to provide information to prospective investors in the Offered Securities and is not to be used for any other purpose or relied on by any other person.

This Official Statement contains statements which, to the extent they are not recitations of historical fact, constitute “forward-looking statements.” In this respect, the words “estimate”, “project”, “anticipate”, “expect”, “intend”, “believe” and similar expressions are intended to identify forward-looking statements. A number of factors affecting FMPA’s and the Participants’ business and financial results could cause actual results to differ materially from those stated in the forward-looking statements.

IN CONNECTION WITH THE OFFERING OF THE OFFERED SECURITIES, THE UNDERWRITERS MAY OVERALLOT OR EFFECT TRANSACTIONS THAT STABILIZE OR MAINTAIN THE MARKET PRICES OF SUCH OFFERED SECURITIES AT A LEVEL ABOVE THAT WHICH MIGHT OTHERWISE PREVAIL IN THE OPEN MARKET. SUCH STABILIZING, IF COMMENCED, MAY BE DISCONTINUED AT ANY TIME.

THE OFFERED SECURITIES HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933 NOR HAS THE RESOLUTION BEEN QUALIFIED UNDER THE TRUST INDENTURE ACT OF 1939 IN RELIANCE UPON EXEMPTIONS CONTAINED IN SUCH ACTS.

THE OFFERED SECURITIES HAVE NOT BEEN RECOMMENDED BY ANY FEDERAL OR STATE SECURITIES COMMISSION OR REGULATORY AUTHORITY. FURTHERMORE, THE FOREGOING AUTHORITIES HAVE NOT CONFIRMED THE ACCURACY OR DETERMINED THE ADEQUACY OF THIS DOCUMENT. ANY REPRESENTATION TO THE CONTRARY IS A CRIMINAL OFFENSE. IN MAKING AN INVESTMENT DECISION, INVESTORS MUST RELY ON THEIR OWN EXAMINATION OF THIS OFFICIAL STATEMENT AND THE TERMS OF THE OFFERING, INCLUDING THE MERITS AND RISKS INVOLVED.

The Underwriters have provided the following sentence for inclusion in this Official Statement: The Underwriters have reviewed the information in this Official Statement in accordance with, and as part of, their responsibilities to investors under the federal securities laws as applied to the facts and circumstances of this transaction, but the Underwriters do not guarantee the accuracy or completeness of such information.

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OFFICIAL STATEMENT
of the
FLORIDA MUNICIPAL POWER AGENCY
relating to its
\$[75,425,000]* All-Requirements Power Supply Project
Refunding Revenue Bonds, Series 2019A
and
\$[6,670,000]* All-Requirements Power Supply Project
Refunding Revenue Bonds, Series 2019B (Federally Taxable)

INTRODUCTION

The purpose of this Official Statement (which includes the cover page and appendices hereto) of the Florida Municipal Power Agency (“FMPA” or the “Agency”) is to set forth information concerning FMPA, its Members and its \$[75,425,000]* principal amount of All-Requirements Power Supply Project Refunding Revenue Bonds, Series 2019A (the “Series 2019A Bonds”) and \$[6,670,000]* principal amount of All-Requirements Power Supply Project Refunding Revenue Bonds, Series 2019B (Federally Taxable) (the “Series 2019B Bonds”). The Series 2019A Bonds and the Series 2019B Bonds together are referred to herein as the “Offered Securities.”

This Introduction contains a summary of certain of the information contained in this Official Statement. In order to make an informed decision as to whether to invest in the Offered Securities, a potential investor must read this Official Statement in its entirety.

Capitalized terms not otherwise defined in this Official Statement shall have the meanings set forth in the Appendices to this Official Statement.

Florida Municipal Power Agency

FMPA is a governmental legal entity, organized and existing under (i) Section 163.01 of the Florida Statutes (the “Florida Interlocal Cooperation Act”), (ii) Part II, Chapter 361 of the Florida Statutes (the “Joint Power Act”), and (iii) an interlocal agreement creating FMPA among the 31 members of FMPA (each individually a “Member” and collectively, the “Members”) executed pursuant to the foregoing statutory authority and exercising supplemental authority granted under the Florida Interlocal Cooperation Act or the Joint Power Act, or both (the “Interlocal Agreement”). The Members of FMPA are 31 Florida city commissions, city and town councils, utility commissions, utility authorities and a utility board. Under Florida law, FMPA has authority to undertake and finance specified projects and, among other things, to plan, finance, acquire, construct, reconstruct, own, lease, operate, maintain, repair, improve, extend or otherwise participate jointly in those projects. FMPA has the authority to issue bonds or bond anticipation notes for the purpose of financing or refinancing the costs of these projects. See “FLORIDA MUNICIPAL POWER AGENCY.”

The Project

The All-Requirements Power Supply Project (the “Project” or the “All-Requirements Power Supply Project”) is a power supply project under which FMPA provides to each of the active participating Members (the “Participants”) in the Project their individual All-Requirements Service. See “THE POWER SUPPLY CONTRACTS – Elections of Certain Participants.” For a particular Participant, its “All-Requirements Service” is all of its needed electric power and energy, transmission and associated services, unless limited by a contract rate of delivery, except for certain excluded resources. A Participant purchases its All-Requirements Service pursuant to an All-Requirements Power Supply Project Contract with FMPA (each individually a “Power Supply Contract” and collectively, the “Power Supply Contracts”). See “THE POWER SUPPLY CONTRACTS.”

The power supply assets of the Project include (i) undivided interests in generating facilities that are owned in whole or in part by FMPA; (ii) power supply resources under long-term and short-term contracts of FMPA; (iii) generation assets owned by some of the Participants or in which some Participants have entitlement shares, the

* Preliminary, subject to change.

capacity and energy of which are sold to the Project; and (iv) transmission arrangements. For further description of the Project, see “THE PROJECT.”

Authority for the Offered Securities

The Offered Securities are being issued pursuant to the Florida Interlocal Cooperation Act, the Joint Power Act and Part II, Chapter 166, Florida Statutes (collectively, the “Act”), and the All-Requirements Power Supply Project Revenue Bond Resolution, adopted on March 22, 1985, as amended and restated in its entirety on May 23, 2003, as amended and supplemented, including as supplemented by the Series 2019A Supplemental All-Requirements Power Supply Project Revenue Bond Resolution (Fixed Rate Bonds) authorizing the Series 2019A Bonds and the Series 2019B Supplemental All-Requirements Power Supply Project Revenue Bond Resolution (Fixed Rate Bonds) authorizing the Series 2019B Bonds, each adopted on [____], 2019 (collectively, the “Resolution”).

Purpose of the Offered Securities

The proceeds of the Series 2019A Bonds will be used, together with other available funds of the Agency, to (i) currently refund all of FMPA’s outstanding All-Requirements Power Supply Project Variable Rate Demand Refunding Revenue Bonds, Series 2008C, (ii) pay the costs of terminating existing interest rate swap agreements associated with such bonds and (iii) pay the costs of issuance of the Series 2019A Bonds.

The proceeds of the Series 2019B Bonds will be used, together with other available funds of the Agency, to (i) currently refund all of FMPA’s outstanding All-Requirements Power Supply Project Revenue Bonds, Series 2013A (Taxable) and (ii) pay the costs of issuance of the Series 2019B Bonds.

See “PLAN OF FINANCE.”

Outstanding Indebtedness

Following debt service payments to be made on October 1, 2019, for which moneys have already been deposited with the Trustee, FMPA will have \$788,968,000 principal amount of Bonds outstanding in the following amounts with respect to the Project:

| | |
|--------------|---|
| \$57,790,000 | All-Requirements Power Supply Project Refunding Revenue Bonds, Series 2018A (the “Series 2018A Bonds”) |
| 69,625,000 | All-Requirements Power Supply Project Refunding Revenue Bonds, Series 2017A (the “Series 2017A Bonds”) |
| 52,925,000 | All-Requirements Power Supply Project Refunding Revenue Bonds, Series 2017B (Federally Taxable) (the “Series 2017B Bonds”) |
| 424,120,000 | All-Requirements Power Supply Project Refunding Revenue Bonds, Series 2016A (the “Series 2016A Bonds”) |
| 98,790,000 | All-Requirements Power Supply Project Revenue Bonds, Series 2015B (the “Series 2015B Bonds”) |
| 6,615,000* | All-Requirements Power Supply Project Revenue Bonds, Series 2013A (Taxable) (the “Series 2013A Bonds”) |
| 79,103,000* | All-Requirements Power Supply Project Variable Rate Demand Refunding Revenue Bonds, Series 2008C (the “Series 2008C Bonds”) |

* The Agency expects to use a portion of the proceeds of the Offered Securities, together with other available funds, to refund the Series 2008C Bonds and the Series 2013A Bonds. See “PLAN OF FINANCE.”

When issued, the Offered Securities together with the Series 2018A Bonds, the Series 2017A Bonds, the Series 2017B Bonds, the Series 2016A Bonds and the Series 2015B Bonds will be parity senior lien bonds and, together with all additional senior lien bonds on a parity therewith issued in the future (the “Additional Bonds”), are called the “Bonds.”

Additional Bonds

FMPA may, upon compliance with certain terms and conditions set forth in the Resolution, issue additional parity senior lien bonds in an unlimited amount, subject to the conditions specified in the Resolution, for the purpose of providing additional funds to finance costs incurred by FMPA in connection with the Project, including developmental costs, costs of acquisition and construction of additional power supply resources, operating costs and retirement costs. See “THE PROJECT – Future Power Supply” for a discussion of future additional power supply resources. The Resolution also authorizes the issuance of Additional Bonds to refund outstanding Bonds under the conditions specified in the Resolution.

Subordinated Indebtedness

The Resolution authorizes FMPA to incur subordinated indebtedness (“Subordinated Debt”) in an unlimited amount for any lawful purpose of FMPA related to the Project. All Subordinated Debt will be subordinate as to security and source of payment to the Bonds, including all Additional Bonds.

FMPA maintains two lines of credit that constitute Subordinated Debt and that are outstanding to pay operating and maintenance costs, including posting collateral as may be required by fuel and interest rate hedges. One line of credit is a revolving credit agreement with JPMorgan Chase Bank, National Association (the “JPMorgan Revolving Credit Agreement”) in the principal amount of \$75 million. It is expected that as of October 1, 2019, \$5 million will have been drawn under the JPMorgan Revolving Credit Agreement. The JPMorgan Revolving Credit Agreement expires on July 1, 2020.

FMPA’s second line of credit is a revolving credit agreement with Wells Fargo Bank, N.A. in the principal amount of \$25 million (the “Wells Line of Credit”). It is expected that as of October 1, 2019, nothing will be drawn under the Wells Line of Credit. The Wells Line of Credit expires on November 1, 2020.

The interest rates on amounts drawn under the JPMorgan Revolving Credit Agreement and the Wells Line of Credit will be LIBOR-based interest rates or alternatively interest rates based off of the greater of a prime rate or federal funds based-rate calculation. The United Kingdom’s Financial Conduct Authority, a regulator of financial services firms and financial markets in the U.K., has stated that they will plan for a phase out of LIBOR with a target end to the indices in December 2021. It is not known at this time what the alternate rate replacing LIBOR under the JPMorgan Revolving Credit Agreement or under the Wells Line of Credit will be. Under the JPMorgan Revolving Credit Agreement, the parties will endeavor to reach agreement on an alternate rate and under the Wells Line of Credit, the rate may be based off another recognized source of interbank quotation determined by Wells Fargo Bank, N.A.

Trustee

TD Bank, National Association, Cherry Hill, New Jersey, is the Trustee under the Resolution for all debt issued for the Project under the Resolution, including all Bonds.

Payments under the Power Supply Contracts

The Power Supply Contracts provide for payments by the Participants of amounts sufficient to pay debt service on all Bonds, including the Offered Securities, and Subordinated Debt and all other payments required by the Resolution, such as operation and maintenance costs of the Project and deposits to reserves. See “THE POWER SUPPLY CONTRACTS.”

Security for the Offered Securities

The Offered Securities are direct and special obligations of FMPA payable solely from and secured solely by a pledge and assignment of (i) the proceeds of the sale of the Offered Securities, (ii) all right, title and interest of FMPA in, to and under the Power Supply Contracts, (iii) the Revenues (as defined in the Resolution), and (iv) all funds established by the Resolution including the investment income, if any, thereof, subject only to the provisions of the Resolution permitting the application thereof for the purposes and on the terms and conditions set forth in the Resolution.

FMPA has covenanted in the Resolution to fix, charge and collect rates and charges for the sale of the output of the Project to generate revenues in each year in an amount (with other available funds of FMPA) sufficient to pay all of FMPA's costs and expenses of the Project for that year, including Project operation and maintenance costs and all debt service on all Bonds and Subordinated Debt for that year.

Each Participant has agreed in its Power Supply Contract to fix, charge and collect rates and charges for the services of its electric or integrated utility system in each year sufficient to pay costs and expenses of its utility system for that year, including all amounts payable to FMPA under its Power Supply Contract for that year.

There is no Debt Service Reserve Requirement for the Offered Securities.

See "SECURITY AND SOURCES OF PAYMENT FOR THE OFFERED SECURITIES."

Major Participants

Attached hereto as APPENDIX B is certain information for the following four Participants – Kissimmee Utility Authority ("KUA"), City of Ocala ("Ocala"), City of Jacksonville Beach, doing business as Beaches Energy Services ("Jacksonville Beach") and Utility Board of the City of Key West, Florida, doing business as Keys Energy Services ("Key West") – each of which provided to FMPA at least 10.0% of the revenues from the Project in fiscal year 2018. These four Participants are referred to in this Official Statement as the "Major Participants." See also "THE POWER SUPPLY CONTRACTS – Elections of Certain Participants."

Based on current power supply needs of the other Participants, no additional Participants account for 10% or more of the Agency's revenues from the Project. The aggregate payments to FMPA by the Major Participants with respect to the Project as of September 30, 2018 were approximately 73.04% of all revenues of the Project. As the revenues provided to the Project by each Participant change from time to time, the Participants that make up the top revenue-providing Participants may also change. See "THE POWER SUPPLY CONTRACTS – Elections of Certain Participants."

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Participant's Fiscal Year 2018 Power Supply and Revenue Share

| Member | MW ⁽¹⁾ | % of 2018 Revenues |
|--|-------------------|-----------------------|
| Kissimmee Utility Authority | 363 | 26.53% |
| City of Ocala | 297 | 24.22 |
| City of Jacksonville Beach | 214 | 13.14 |
| Utility Board of the City of Key West, Florida | 145 | 11.87 |
| City of Leesburg | 115 | 9.02 |
| Fort Pierce Utilities Authority | 112 | 8.24 |
| City of Green Cove Springs | 31 | 1.93 |
| City of Clewiston | 25 | 1.66 |
| City of Starke | 17 | 1.06 |
| City of Fort Meade | 12 ⁽²⁾ | 0.69 |
| City of Newberry | 10 | 0.69 |
| City of Bushnell | 7 | 0.51 |
| Town of Havana | 7 | 0.44 |
| City of Lake Worth | 0 ⁽³⁾ | 0.00 |
| City of Vero Beach | 0 ⁽⁴⁾ | 0.00 |
| Total: | <u>1,355</u> | <u>100.00%</u> |

⁽¹⁾ Participants' non-coincident peak demand in fiscal year 2018 (rounded) that is served from the Project. This amount includes demand served by excluded resources.

⁽²⁾ Fort Meade has elected to limit its All-Requirements Service, as permitted in Section 3 of its Power Supply Contract, to a CROD. The limitation commenced January 1, 2015. Based on Fort Meade's usage between December 2013 and November 2014, the Executive Committee took action in December 2014 to set Fort Meade's CROD at 10.306 MW, which was the initially established maximum hourly obligation through the remaining term of Fort Meade's Power Supply Contract. Concurrently with its notice of the CROD limitation, Fort Meade gave FMPA notice pursuant to Section 2 of the Power Supply Contract to discontinue the automatic renewal of the term of its Power Supply Contract. The term of Fort Meade's Power Supply Contract is now fixed and will terminate on October 1, 2041. In 2018, Fort Meade approved a supplemental power sales agreement with the Project, for a minimum of 10 years, such that the Project will provide capacity and energy to Fort Meade as if Fort Meade had not effectuated CROD. Commensurate with this agreement, the FMPA Executive Committee adjusted Fort Meade's CROD downward to 9.009 MW, in accordance with the Power Supply Contract. The agreement may be extended beyond the initial 10-year term.

⁽³⁾ The City of Lake Worth has elected under the Power Supply Contract to exercise its right to modify its All-Requirements Power Supply Project participation and implement a CROD, which limitation, pursuant to the terms of its Power Supply Contract, has been calculated as 0 MW. See "THE POWER SUPPLY CONTRACTS – Contract Rate of Delivery." While the City of Lake Worth remains a participant in the Project, effective January 1, 2014, it no longer purchases capacity and energy from the Project and no longer has a representative on the Executive Committee.

⁽⁴⁾ The City of Vero Beach ("Vero Beach") elected under its Power Supply Contract to exercise its right to modify its All-Requirements Power Supply Project participation and implement a CROD, which limitation, pursuant to the terms of its Power Supply Contract, has been calculated as 0 MW. See "THE POWER SUPPLY CONTRACTS – Contract Rate of Delivery (CROD)." Effective January 1, 2010, Vero Beach no longer purchased capacity and energy from the All-Requirements Power Supply Project and no longer had a representative on the Executive Committee. On December 17, 2018, Vero Beach completed the sale of its electric utility system to Florida Power & Light Company ("FPL") and withdrew as a member of FMPA and as a participant in the All-Requirements Power Supply Project, and transferred and assigned to FMPA, with respect to the All-Requirements Power Supply Project, the power sales and project support contracts between Vero Beach and FMPA relating to each of the Stanton Project, Stanton II Project and St. Lucie Project, as amended. See "THE POWER SUPPLY CONTRACTS – Withdrawal of Vero Beach" for additional information regarding the withdrawal of Vero Beach as a participant in the All-Requirements Power Supply Project and as a member of FMPA.

DESCRIPTION OF THE OFFERED SECURITIES

General

The following is a summary of certain provisions of the Offered Securities. Reference is made to the Offered Securities themselves for the complete text thereof and to the Resolution, and the discussion herein is qualified by such references.

The Offered Securities will be dated the date of delivery thereof and will bear interest from such date payable semiannually on April 1 and October 1 of each year, commencing April 1, 2020, until the principal amount is paid. The Offered Securities shall mature on October 1 in the years and principal amounts and bear interest at the rates per annum set forth on the inside cover page of this Official Statement. Interest on the Offered Securities will be computed on the basis of a 360-day year consisting of twelve 30-day months.

The Offered Securities are issuable only as fully registered bonds in authorized denominations of \$5,000 or any integral multiple thereof. The Offered Securities will be registered in the name of Cede & Co., as Bondholder and Securities Depository Nominee of The Depository Trust Company, New York, New York. Individual purchases will be made in book-entry only form through DTC Participants. So long as the Offered Securities are registered in the name of Cede & Co., principal of, and interest on, the Offered Securities will be paid to Cede & Co. as the registered owner. See APPENDIX F – “BOOK-ENTRY-ONLY SYSTEM.”

No Redemption

The Offered Securities are not subject to redemption prior to maturity.

PLAN OF FINANCE

The proceeds of the Series 2019A Bonds, together with other available funds of FMPA, will be used to (i) currently refund all of the outstanding Series 2008C Bonds outstanding in the principal amount of \$[_____], (ii) pay the costs of terminating four existing interest rate swap agreements associated with the Series 2008C Bonds (together, the “2008C Swap Agreements”) and (iii) pay the costs of issuance of the Series 2019A Bonds.

The proceeds of the Series 2019B Bonds, together with other available funds of FMPA, will be used to (i) currently refund all of the outstanding Series 2013A Bonds (together with the Series 2008C Bonds, the “Refunded Bonds”) outstanding in the principal amount of \$[_____] and (ii) pay the costs of issuance of the Series 2019B Bonds.

A portion of the proceeds of the Series 2019A Bonds and the Series 2019B Bonds will be used, together with other available funds of FMPA, to redeem the Refunded Bonds on or about the date of issuance of the Offered Securities, at a redemption price of 100% of the principal amount to be redeemed plus accrued interest to the date of redemption.

Certain terms of the 2008C Swap Agreements are described herein under “RISK MANAGEMENT – Interest Rate Swaps.” FMPA expects to terminate the 2008C Swap Agreements on the date of pricing of the Series 2019A Bonds, at which time the costs for terminating the 2008C Swap Agreements will be established. On the date of issuance of the Series 2019A Bonds, FMPA expects to use a portion of the proceeds of the Series 2019A Bonds to pay the costs of terminating the 2008C Swap Agreements to the counterparties (such costs are referred to herein as the “Termination Payments”).

ESTIMATED SOURCES AND USES OF FUNDS

The following table sets forth the estimated sources and uses of funds for the Offered Securities:

| Sources | Series 2019A Bonds | Series 2019B Bonds |
|--|-----------------------------|-----------------------------|
| Principal Amount | | |
| Original Issue Premium | | |
| Funds of FMPA | | |
| Total | <u> </u> | <u> </u> |
| Uses | | |
| Redemption of Refunded Bonds | | |
| Termination Payments for 2008C Swap Agreements | | |
| Costs of Issuance ⁽¹⁾ | <u> </u> | <u> </u> |
| Total | <u> </u> | <u> </u> |

⁽¹⁾ Including, but not limited to, the fees and expenses of attorneys, accountants and advisors, printing expenses and underwriters’ discount.

DEBT SERVICE REQUIREMENTS

The following schedule shows the debt service requirements for the Offered Securities and the other Outstanding Bonds for the Project following debt service payments to be made on October 1, 2019:

| Period Ending October 1, | Debt Service on Outstanding Bonds ⁽¹⁾ | Series 2019A Bonds Debt Service | | Series 2019B Bonds Debt Service | | Aggregate Debt Service on All Bonds |
|--------------------------------|--|------------------------------------|----------|------------------------------------|----------|---|
| | | Principal | Interest | Principal | Interest | |
| 2020 | | | | | | |
| 2021 | | | | | | |
| 2022 | | | | | | |
| 2023 | | | | | | |
| 2024 | | | | | | |
| 2025 | | | | | | |
| 2026 | | | | | | |
| 2027 | | | | | | |
| 2028 | | | | | | |
| 2029 | | | | | | |
| 2030 | | | | | | |
| 2031 | | | | | | |
| 2032 | | | | | | |
| 2033 | | | | | | |
| 2034 | | | | | | |
| 2035 | | | | | | |
| Total: | | | | | | |

Totals may not add due to rounding.

⁽¹⁾ Includes debt service on the Refunded Bonds, which are expected to be refunded with a portion of the proceeds of the Offered Securities. Interest on the Series 2008C variable rate bonds which are hedged with an interest rate swap is calculated at the respective fixed swap rates for the swaps relating to a particular series of bonds. Interest on the Series 2013A Bonds is calculated at an assumed interest rate of 3.00%. See “RISK MANAGEMENT – Interest Rate Swaps” for swap information on the Series 2008C variable rate bonds. Debt service on the Series 2008C Bonds does not include remarketing or liquidity fees payable under the respective third-party agreements.

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SECURITY AND SOURCES OF PAYMENT FOR THE OFFERED SECURITIES

Pledge Under the Resolution

The principal of and premium, if any, and interest on all Bonds issued under the Resolution, including the Offered Securities and any Additional Bonds hereafter issued and any Parity Debt are payable solely from and secured as to payment of the principal and Redemption Price thereof, and interest thereon, in accordance with their terms and the provisions of the Resolution solely by (i) proceeds of the sale of the Offered Securities, (ii) all right, title and interest of FMPA in, to and under the Power Supply Contracts, (iii) the Revenues and (iv) all funds established by the Resolution including investment income, if any, thereon, subject only to the provisions of the Resolution permitting the application thereof for the purposes and on the terms and conditions set forth in the Resolution.

The Offered Securities are direct and special obligations of FMPA payable solely out of the Revenues and other funds pledged thereto under the Resolution as described above. Neither the State of Florida nor any political subdivision thereof nor any city or other entity which is a Member of FMPA, other than FMPA, is obligated to pay the principal of and premium, if any, and interest on the Offered Securities, and neither the faith and credit nor the taxing power of the State of Florida or any political subdivision thereof or of any city or other entity is pledged to the payment of the principal of and premium, if any, and interest on the Offered Securities. FMPA has no taxing power. FMPA may issue Additional Bonds on a parity basis with the Offered Securities pursuant to the Resolution.

For a more extensive discussion of the terms and provisions of the Resolution, the levels at which the funds and accounts established thereby are to be maintained and the purposes to which moneys in such funds and accounts may be applied, see APPENDIX D – “SUMMARY OF CERTAIN PROVISIONS OF THE RESOLUTION AND THE POWER SUPPLY CONTRACTS.”

Rates

FMPA has covenanted in the Resolution to fix, establish, maintain and collect rents, rates, fees and charges under the Power Supply Contracts and to otherwise charge and collect rents, rates, fees and charges for the use or the sale of the output, electric capacity and energy or service of the System which, together with other available Revenues, are reasonably expected to yield Net Revenues for the twelve-month period commencing with the effective date of such rents, rates, fees and charges which shall be equal to at least the Aggregate Debt Service for such period and, in any event, as shall be required, together with other available funds, to pay or discharge all other indebtedness, charges and liens whatsoever payable out of Revenues under the Resolution, excluding from Aggregate Debt Service for purposes of the foregoing any Principal Installment which is a Refundable Principal Installment and which FMPA intends to pay from sources other than Revenues.

Each Participant is required by the terms of its respective Power Supply Contract to establish, levy and collect rents, rates and other charges for the products and services provided by its electric or integrated utility system, which rents, rates and other charges shall be at least sufficient (i) to meet the operation and maintenance expenses of such electric or integrated utility system, (ii) to comply with all covenants pertaining thereto contained in, and all other provisions of, any resolution, trust indenture, or other security agreement relating to any bonds or other evidences of indebtedness issued or to be issued by the Participant, (iii) to generate funds sufficient to fulfill the terms of all other contracts and agreements made by the Participant, including, without limitation, its Power Supply Contract, and (iv) to pay all other amounts payable from or constituting a lien or charge on the revenues of its electric or integrated utility system.

The Florida Public Service Commission (“PSC”) and the Florida Supreme Court have determined that, except as to rate structure, the PSC does not have jurisdiction over municipal electric utility rates, including those of the Participants. The PSC has not asserted any jurisdiction over the rates or rate structure of FMPA.

See “RISK MANAGEMENT – Rate Setting.”

All-Requirements Power Supply Contracts

The Power Supply Contracts provide for payments by the Participants of amounts sufficient to pay debt service on all Bonds (including the Offered Securities) and Subordinated Debt, and all other payments required by

the Resolution, such as operation and maintenance costs of the Project and deposits to reserves. See “THE POWER SUPPLY CONTRACTS” and “THE PROJECT – Member Contributed Resources.”

Additional Bonds

FMPA may, upon compliance with certain terms and conditions set forth in the Resolution, issue additional bonds for the purpose of (i) providing additional funds to finance costs incurred by FMPA in connection with the Project, including developmental costs, costs of acquisition and construction of additional power supply resources, operating costs and retirement costs and (ii) refunding any of the Bonds then outstanding under the Resolution.

Flow of Funds Under the Resolution

Pursuant to the Resolution, all Revenues are deposited with FMPA to the credit of the Revenue Fund. Each month funds are to be transferred from the Revenue Fund in the following amounts and in the order of priority set forth below:

First, to the Operation and Maintenance Fund held by FMPA (i) for credit to the Operation and Maintenance Account in the amount, if any, required so that the balance credited to said Account equals the amount estimated to be necessary for the payment of Operation and Maintenance Expenses for the succeeding month, (ii) for credit to the Working Capital Account in the amount, if any, required so that the balance credited to said Account equals the amount budgeted therefor, and (iii) for credit to the Rate Stabilization Account Reserve in the amount, if any, required so that the balance credited to said Account equals the amount so budgeted therefor;

Second, to the Debt Service Fund held by the Trustee for credit to the Debt Service Account, the amount required so that the balance in such Account (excluding capitalized interest on deposit therein in excess of the amount thereof to be applied to pay interest accrued and to accrue on all outstanding Bonds for the period) shall equal the Accrued Aggregate Debt Service;

Third, to reimburse each Reserve Account Credit Facility Provider for any amounts advanced under its Reserve Account Credit Facility;

Fourth, to the Debt Service Fund held by the Trustee for credit to each subaccount of the Debt Service Reserve Account, the amount required for such subaccount to equal the Debt Service Reserve Requirement;

Fifth, to the Subordinated Debt Fund maintained and held as determined by the Supplemental Resolution, the amount, if any, required to pay principal or sinking fund installments of or premium, if any, and interest on each issue of Subordinated Debt and reserves therefor, as required by the Supplemental Resolution authorizing such issue of Subordinated Debt;

Sixth, for credit to the Reserve and Contingency Fund maintained and held by FMPA (i) for credit to the Renewal and Replacement Account, the amount budgeted therefor and (ii) for credit to the Contingency Account, the amount required for such account to equal the Contingency Requirement;

Seventh, for credit to the Decommissioning Fund, if one has been established pursuant to the Resolution, the amount budgeted for credit to such fund for the month, if any; and

Eighth, for credit to the General Reserve Fund maintained and held by FMPA, the remaining balance, if any, of moneys in the Revenue Fund.

Debt Service Reserve

There is no Debt Service Reserve Requirement for the Offered Securities.

THE POWER SUPPLY CONTRACTS

Introduction

Each Participant in the Project has entered into a Power Supply Contract with FMPA. Subject to the early withdrawal of a Participant from the Project, as discussed below, each Power Supply Contract had an initial term of at least 30 years. Each year, each Participant's Power Supply Contract is automatically extended for one additional year so that it will always have a term of at least 30 years unless a Project Participant affirmatively elects, upon one year's prior notice to FMPA, not to continue to automatically extend the Power Supply Contract. Except for the Power Supply Contracts with respect to Starke, Green Cove Springs and Fort Meade, as described below under "– Elections of Certain Participants," the Power Supply Contracts will remain in effect until at least October 1, 2049.

Purchase and Sale

Under the Power Supply Contract with a particular Participant, FMPA agrees to sell and deliver to that Participant, and that Participant agrees to purchase and take from FMPA, that Participant's "All-Requirements Service." For a particular Participant, its All-Requirements Service is all of its needed electric power and energy, transmission and associated services (unless limited by a CROD, as described under "– Contract Rate of Delivery (CROD)" below) other than energy supplied by resources excluded by the Power Supply Contract, which consist of entitlement shares in the St. Lucie Project ("Excluded Power Supply Resources"). If and to the extent that such Participant has any Excluded Power Supply Resources, FMPA agrees to sell and deliver to such Participant and such Participant agrees to purchase and receive from FMPA generating backup and support services for such Excluded Power Supply Resources including reserves, deficiency energy, transmission losses and firming capacity associated with the delivery of the Excluded Power Supply Resources or the replacement thereof and any associated transmission and dispatching services (the "Back-up and Support Services").

Payments under Power Supply Contracts

Payments made under the Power Supply Contracts are payable solely from the Participants' electric or integrated utility system revenues. Payments by a Participant under its Power Supply Contract are operating expenses of the Participant's electric or integrated utility system, payable on parity with the system's operation and maintenance expenses and before debt service on each Participant's senior and subordinated debt.

The Power Supply Contracts may not be amended, terminated or modified in any manner which will materially adversely affect the security for the Offered Securities.

See APPENDIX D – "SUMMARY OF CERTAIN PROVISIONS OF THE RESOLUTION AND THE POWER SUPPLY CONTRACTS – Summary of Certain Provisions of the All-Requirements Power Supply Contracts." See also "STATE REGULATORY OVERSIGHT" herein and "– Elections of Certain Participants" below.

Early Termination of a Power Supply Contract

A Participant may, but only upon satisfaction of the conditions described below, terminate its Power Supply Contract by written notice given at least three years prior to the intended Withdrawal Date (which date must be a September 30). Any such notice by the Participant shall be irrevocable.

The conditions which must be satisfied before any such withdrawal may occur include: (i)(a) payment by the withdrawing Participant of an amount in cash equal to the amount necessary to call a percentage of Bonds and Subordinated Debt equal to the withdrawing Participant's share of the current total energy load of the Project plus (b) the payment of the present value of all additional costs FMPA determines at its sole discretion may be incurred as a result of such withdrawal; (ii) the obtaining of any required approval of any credit facility providers if any Bonds and Subordinated Debt are then secured by a credit facility; (iii) the confirmation of then effective ratings on any Bonds and Subordinated Debt not secured by a credit facility and rated by a national rating agency; and (iv) a determination by bond counsel for FMPA that such withdrawal does not adversely affect the exclusion from gross income for Federal tax purposes of and/or the State of Florida tax exemption of interest on outstanding or future Bond and Subordinated Debt. Within 180 days after the first anniversary of the Withdrawal Date and annually thereafter for the remaining term of the withdrawing Participant's Power Supply Contract, FMPA will reimburse the Participant in an amount equal to the additional benefits, if any, actually received by FMPA during such preceding

year as a result of the withdrawal from the Project by the Participant as solely determined by FMPA. The net amount of such payments by FMPA to the Participant shall not exceed 90% of the payment made by the Participant to FMPA under clause (i)(b) above.

See APPENDIX D – “SUMMARY OF CERTAIN PROVISIONS OF THE RESOLUTION AND THE POWER SUPPLY CONTRACTS.”

Contract Rate of Delivery (CROD)

Effective on any January 1 upon at least five years’ prior written notice to FMPA prior to that January 1, a Participant may limit the maximum amount of electric capacity and energy required as All-Requirements Service for the remainder of the term of its Power Supply Contract so as not to exceed the Contract Rate of Delivery (“CROD”). The CROD is the peak demand of a Participant for electric capacity and energy as All-Requirements Service under the Power Supply Contract during the twelve-month period preceding the date one month prior to the date that such limitation shall become effective, adjusted up or down by FMPA by not more than 15%, so as to provide optimal utilization of the FMPA power supply resources, such adjustment to be made by FMPA in its sole discretion, and subject to certain other reductions relating to capacity available from the Participant’s own generating facilities and from contractual arrangements under which the Participant is entitled to receive capacity and energy, including contracts relating to other FMPA projects. As discussed below, each of Vero Beach (prior to its withdrawal from the Project and as a member of FMPA), Lake Worth and Fort Meade has limited its obligations under its respective Power Supply Contract to a CROD that became effective January 1, 2010, January 1, 2014 and January 1, 2015, respectively. In the case of Lake Worth, the CROD is zero. For the City of Fort Meade, the CROD is now 9.009 MW. Additionally, Green Cove Springs has notified FMPA of its intent to limit its obligations under its Power Supply Contract to a CROD to be effective January 1, 2020 (see “THE POWER SUPPLY CONTRACTS – Elections of Certain Participants – *Green Cove Springs*”). Prior to Vero Beach’s withdrawal from the Project and as a member of FMPA, the CROD for Vero Beach was zero.

Generally, because the calculation of a Participant’s CROD involves reducing a Participant’s peak demand for a period by that Participant’s other power generating capacity, including capacity from FMPA’s other projects, a Participant must have other capacity equal to or greater than its peak demand to achieve a 0 MW CROD. Lake Worth achieved a 0 MW CROD. Currently, no other Participant is expected to be able to achieve such a 0 MW CROD based upon each Participant’s current and forecasted demands and available capacity for each Participant. Additionally, KUA and Key West have each waived their rights to limit their capacity and energy taken from the Project to a CROD. See also “THE POWER SUPPLY CONTRACTS – Elections of Certain Participants.”

Elections of Certain Participants

Green Cove Springs. Green Cove Springs has notified FMPA of its election to limit its All-Requirements Service, as permitted in Section 3 of the Power Supply Contract, to a CROD. Beginning January 1, 2020, and continuing for the term of the Power Supply Contract, the Project will serve Green Cove Springs with a maximum hourly obligation to be calculated in December 2019. In 2019, Green Cove Springs approved a supplemental power sales agreement with the Project, for a minimum of 10 years, such that the Project will provide capacity and energy to Green Cove Springs as if Green Cove Springs had not effectuated a CROD. The agreement may be extended beyond the initial 10-year term. Green Cove Springs has also given FMPA notice pursuant to Section 2 of the Power Supply Contract that the term of its contract will not automatically renew each year and the term of Green Cove Springs’ Power Supply Contract is now fixed and will terminate on October 1, 2037.

Starke. In 2003, Starke gave FMPA notice of its election to not continue the automatic extension of the term of its Power Supply Contract, under Section 2 of its Power Supply Contract. Upon the expiration of the term of its Power Supply Contract with the Agency on October 1, 2035, Starke will no longer be a Participant in the All-Requirements Power Supply Project.

Fort Meade. Fort Meade has elected to limit its All-Requirements Service, as permitted in Section 3 of its Power Supply Contract, to a CROD. The limitation commenced January 1, 2015. Based on Fort Meade’s usage between December 2013 and November 2014, the Executive Committee took action in December 2014 to set Fort Meade’s CROD at 10.306 MW, which is the maximum hourly obligation through the remaining term of Fort Meade’s Power Supply Contract. In 2018, Fort Meade approved a supplemental power sales agreement with the All-Requirements Power Supply Project, for a minimum of 10 years, such that the All-Requirements Power Supply Project will provide capacity and energy to Fort Meade as if Fort Meade had not effectuated CROD. Commensurate

with this agreement, the FMPA Executive Committee adjusted Fort Meade's CROD downward to 9.009 MW, in accordance with the Power Supply Contract. The agreement may be extended beyond the initial 10-year term.

Concurrently with its notice of the CROD limitation, Fort Meade gave FMPA notice pursuant to Section 2 of the All-Requirements Power Supply Contract to discontinue the automatic renewal of the term of its Power Supply Contract. The term of Fort Meade's Power Supply Contract is now fixed and will terminate on October 1, 2041.

Lake Worth. Lake Worth has elected to limit its All-Requirements Service to a CROD, as permitted by the Power Supply Contract. The limitation commenced January 1, 2014. The CROD was determined to be 0 MW. Additionally, effective January 1, 2014, the Capacity and Energy Sales Contract between Lake Worth and FMPA terminated. See "Contract Rate of Delivery (CROD)" above. In addition, in conjunction with the withdrawal of Vero Beach from the Project and as a member of FMPA, Lake Worth and FMPA have entered an agreement that FMPA will not attribute any associated costs incurred by FMPA, with respect to the Vero Beach withdrawal from the Project, to Lake Worth as costs for All-Requirements Services for so long as Lake Worth is a 0 MW CROD Participant, and not purchasing electric capacity and energy from the Project.

Vero Beach. Vero Beach previously elected to limit its All-Requirements Service, as permitted in Section 3 of its Power Supply Contract, to a CROD. The limitation commenced January 1, 2010. In December 2009, the amount of capacity and energy that Vero Beach is obligated to purchase under this limitation of its Power Supply Contract was determined to be 0 MW. Additionally, effective January 1, 2010, the Capacity and Energy Sales Contract between Vero Beach and FMPA terminated. See "Contract Rate of Delivery (CROD)" above.

In September 2014, Vero Beach gave notice to FMPA of its election to discontinue the automatic extension of the term of its Power Supply Contract. In the event that Vero Beach did not withdraw from the Project as described below, the term of Vero Beach's Power Supply Contract would have been fixed and would have terminated October 1, 2046.

Withdrawal of Vero Beach

On October 24, 2017, Vero Beach entered into an agreement (the "Sale Agreement") to sell its electric utility system to FPL (the "Sale"). Vero Beach provided notice to FMPA, in accordance with the terms of the Power Supply Contract, that the terms of the Sale require Vero Beach to terminate its Power Supply Contract and withdraw from the Project effective upon the closing of the Sale. In addition, Vero Beach agreed that effective upon the closing of the Sale, subject to the satisfaction of certain conditions precedent (including, but not limited to, the payment to FMPA of approximately \$108 million (subject to adjustment based on the closing date)), Vero Beach would transfer and assign to the All-Requirements Power Supply Project, its power sales and project support contracts, as amended, relating to each of the Stanton Project, Stanton II Project and St. Lucie Project (the "Vero Contracts"). The Vero Contracts constitute a part of the security for bonds issued by FMPA for its Stanton Project, Stanton II Project and St. Lucie Project. The Sale Agreement requires that Vero Beach be fully and completely released and discharged by FMPA from any and all obligations arising from Vero Beach's participation in the All-Requirements Power Supply Project and each of the Stanton Project, Stanton II Project and St. Lucie Project, and generally as to FMPA.

At meetings of each of the FMPA Board of Directors and Executive Committee held on March 21, 2018, the FMPA Board of Directors and Executive Committee unanimously approved the form of the agreements and the taking of certain actions that would enable Vero Beach to withdraw from or transfer and assign its contracts relating to, and be released from all of its obligations to, the All-Requirements Power Supply Project and each of the Stanton Project, Stanton II Project and St. Lucie Project, and FMPA generally. The approvals of the FMPA Board of Directors and Executive Committee followed unanimous approvals given by governing bodies of the 19 member cities of FMPA who are the other participants in the All-Requirements Power Supply Project, Stanton Project, Stanton II Project and St. Lucie Project which consent to such transfer and assignment and complete release and discharge of Vero Beach, after closing of the Sale.

On December 17, 2018, Vero Beach completed the Sale and withdrew as a member of FMPA and as a participant in the Project, transferred and assigned to FMPA, with respect to the Project, its interests as a participant in certain of FMPA's power supply projects. Prior to the Sale, Vero Beach had a 32.521% Power Entitlement Share (21.3 MW) in the Stanton Project, a 16.4887% Power Entitlement Share (17.2 MW) in the Stanton II Project and a 15.202% Power Entitlement Share (13.2 MW) in the St. Lucie Project. Vero Beach no longer purchased energy and

capacity from the Project having elected to modify its participation by implementation of a CROD, which pursuant to contract terms had been calculated at 0 MW, as described above under “Election of Certain Participants – *Vero Beach*.”

In connection with such Sale,

(i) Vero Beach terminated its Power Supply Contract with FMPA in accordance with its terms, which included making a payment to the Project in the amount of \$105,400,000 (including approximately \$30,000,000 pursuant to Section 29 of its Power Supply Contract) pursuant to the applicable contract terms governing withdrawal and termination;

(ii) Vero Beach transferred and assigned to FMPA, with respect to the Project, the Vero Contracts, which Vero Contracts constitute a part of the security for the bonds issued by FMPA for its Stanton Project, Stanton II Project and St. Lucie Project; and

(iii) FMPA and the participants in each of the Stanton Project, Stanton II Project, St. Lucie Project and the Project fully and completely released and discharged Vero Beach from any and all obligations arising from Vero Beach’s participation in each of the Project, the Stanton Project, Stanton II Project and St. Lucie Project, and generally as a member of FMPA pursuant to a general release approved by the Board of Directors.

Status of Certain Generation Units Owned by Participants

KUA. Effective October 1, 2008, the Project entered into a Revised, Amended and Restated Capacity and Energy Sales Contract with KUA whereby the Project has assumed all cost liability and operational management of all KUA-owned generation assets and agreed to pay to KUA agreed-upon fixed annual capacity payments totaling \$342,357,889 over preset periods relating to each asset beginning in fiscal year 2009. On July 1, 2019 the agreement was amended to extend the minimum fixed capacity payment term for Cane Island Units 1 and 2 to 2026, with agreed upon additional payments to be made starting October 1, 2020. As of July 1, 2019, \$144,483,038 of the total fixed payments remain to be paid by FMPA under the agreement. The revised, amended and restated contract provides the Project the right to retire KUA’s generation assets at any time during the term of the contract, without shortening the applicable fixed payment term. Through fiscal year 2020, the fixed annual capacity payment is \$18,993,010, and after fiscal year 2020 payments will vary based on the revised schedule of payments for Cane Island Units 1 and 2. If the Project elects not to retire Cane Island Units 1-3 after the minimum fixed payment period for each unit, payments under the contract will be linked to an agreed-upon capacity price and a calculated service factor that is based on the unit’s average annual usage level over the preceding three years. KUA also waived its right to elect CROD in the revised, amended and restated contract.

Key West. Effective January 1, 2011, the Project entered into a Revised, Amended and Restated Capacity and Energy Sales Contract for Key West whereby the Project has assumed all cost liability and operational management of all Key West-owned generation assets and agreed to pay to Key West \$6.7 million in fixed annual capacity payments of \$670,000 each January 1 from 2011 through 2020 of which \$670,000 will remain to be paid by FMPA as of October 1, 2019. Upon final payment Key West will convey its interest in its generation assets to FMPA. The revised, amended and restated contract provides the Project the right to retire Key West’s generation assets at any time during the term of the contract, without shortening the fixed payment term, subject to the 60% on-island capacity requirement. FMPA is contractually obligated to meet approximately 60% (or lower, as mutually agreed to by FMPA and Key West) of Key West’s weather normalized firm load with on-island generation over the term of the Key West Power Supply Contract, so long as Key West is purchasing its full-requirements from the Project. Key West also waived its right to elect CROD in the revised, amended and restated contract.

RISK MANAGEMENT

General

FMPA has formalized its risk management activities through the creation and adoption by its Board of an Agency-wide risk management program. The FMPA Board initially created a committee in 2002 to oversee the risk management program and evaluate risk matters for FMPA, which role is currently addressed by the Finance Committee, and it has adopted several risk-related policies to guide Agency activities since then. These policies include its Agency-wide risk management, origination, investments, debt, credit, insurance, purchasing, accounting and internal control policies, power supply and resource planning, operations, contract management, human

resources, records and data management, contingency and disaster planning policies. The Executive Committee has also adopted these policies for the Project.

The Treasurer and Risk Director is charged with creating risk management policies, while the Internal Audit group is charged with monitoring compliance and reporting annually to the Finance Committee on the effectiveness of each policy. The Internal Audit group works in conjunction with other Agency departments to provide risk oversight within operational function lines. The Treasurer and Risk Director has the responsibility for FMPA's commercial insurance policies. These policies include: property, workers' compensation, general liability, auto, crime, cyber, professional liability and directors and officers liability.

Natural Gas Supply Hedging

On May 21, 2015, the Executive Committee of the Agency discontinued all fuel hedging programs and made the affirmative decision not to engage in further fuel hedging.

Rate Setting

All Project rates – energy, demand and transmission – have automatic monthly cost adjustments. Tied to its Operating and Maintenance Fund cash position and the cash balance target which is set by Executive Committee policy, the rate process includes a base rate and a cost adjustment factor which is calculated to maintain the Project's cash target, given the cost outlook for the following four months. This billing structure has been in place since 2006. The rate adjustment process is automatic and does not require any action by the Executive Committee. This system increases the speed that over and under recoveries are dealt with through the billing process and tracks costs on a current basis as well as targets the maintenance of an operation and maintenance cash balance at twice that required by the Resolution (two months). The Executive Committee has never stopped or reversed any portion of the automatic rate adjustment process.

Interest Rate Swaps

On May 21, 2015, the Executive Committee of FMPA voted to eliminate consideration of all new interest rate swaps in the future.

As part of its debt management policy, prior to 2015 FMPA used interest rate swap agreements in an effort to lower borrowing costs and reduce the risk of fluctuating interest rates. By entering into interest rate swap agreements that exchanged variable payments for fixed payments, FMPA sought to achieve a lower interest rate than it would have had if it issued fixed rate debt while at the same time producing a more certain liability than it would have had if it had not hedged its variable rate liability. Arrangements made under such interest rate swap agreements do not alter FMPA's obligation to pay principal of and interest on Bonds. Regularly scheduled payments under such interest rate swap agreements are payable on parity with debt service payments on Bonds.

The related series of Bonds of each interest rate swap agreement, notional amount, effective date, fixed rate paid, variable rate received, termination date, and current counterparty are as shown in following table. As described under "PLAN OF FINANCE," it is expected that FMPA will terminate each of the interest rate swap agreements shown below on the date of issuance of the Offered Securities. Upon such termination FMPA will have no interest rate swaps outstanding.

Summary of Interest Rate Swaps Outstanding

| Bonds | Notional Amount (in thousands) | Effective Date | Fixed Rate Paid | Variable Rate Received | Scheduled Termination Date | Current Counterparty |
|---------------------------|-----------------------------------|----------------|-----------------|------------------------|----------------------------|--|
| <i>Series 2008C</i> | \$17,540 | 10/1/2006 | 3.698% | 72% LIBOR | 10/1/2027 | Merrill Lynch Capital Services, Inc. ⁽¹⁾ |
| <i>Series 2008C</i> | \$22,953 | 10/1/2006 | 3.701% | 72% LIBOR | 10/1/2027 | Goldman Sachs Bank USA ⁽²⁾ |
| <i>Series 2008C</i> | \$22,953 | 10/1/2006 | 3.649% | 72% LIBOR | 10/1/2027 | Morgan Stanley Capital Services, Inc. ⁽³⁾ |
| <i>Series 2008C</i> | \$15,656 | 10/1/2006 | 3.737% | 72% LIBOR | 10/1/2035 | Wells Fargo Bank, N.A. ⁽⁴⁾ |
| <i>Series 2008C Total</i> | \$79,103 | | | | | |

⁽¹⁾ Guaranty provided by Bank of America Corp.

⁽²⁾ Goldman Sachs Capital Markets, L.P. pursuant to a merger, has changed its name to Goldman Sachs Bank USA and a guaranty is provided by The Goldman Sachs Group, Inc.

⁽³⁾ Guaranty provided by Morgan Stanley

⁽⁴⁾ As successor to Wachovia Bank, N.A.

Insurance

FMPA maintains commercial insurance that management believes is sufficient to cover applicable risks. FMPA funds a self-insurance account within the general reserve fund for \$2.75 million, which is two times the highest non-storm property deductible. The Cane Island Units and Treasure Coast Energy Center Unit 1 are insured at full replacement value by FM Global. All FMPA's sites are classified as Highly Protected Sites by FM Global and there are no outstanding wind storm recommendations.

Cyber Security

FMPA invests in physical and cyber security protections for its generation assets and corporate cyber security. FMPA has staff dedicated to cyber security. Cyber security protections for FMPA's corporate information technology and generation operations include advanced technologies, best practices, and staff training. Comprehensive penetration tests are periodically performed for both corporate information technology and operations technology. FMPA complies with the applicable North American Electric Reliability Corporation ("NERC") Critical Infrastructure Protection Standards ("CIP Standards"), which provide a cyber security framework for the identification and protection of Bulk Electric System cyber assets.

FLORIDA MUNICIPAL POWER AGENCY

General

FMPA was created on February 24, 1978, in accordance with the provisions of Article VII, Section 10 of the Florida Constitution, the Florida Interlocal Cooperation Act, the Joint Power Act and the Interlocal Agreement as executed by the then Members of FMPA. FMPA may exercise authority under (i) either the Florida Interlocal Cooperation Act of 1969 or the Joint Power Act or (ii) both.

FMPA has authority to plan, finance, acquire, construct, purchase, reconstruct, own, lease, use, share in, operate, maintain, repair, improve, extend or otherwise participate jointly in projects, including projects for the generation and transmission of electricity and to issue bonds or bond anticipation notes for the purpose of financing or refinancing the costs of such projects. See "THE PROJECT" and "OTHER FMPA PROJECTS."

Organization and Management

Effective May 24, 2007, the FMPA Board of Directors reorganized the governance structure of FMPA to give the Project Participants more control over the business and affairs of the Project.

Each of the 31 Members appoints its director to the Board of Directors of FMPA (the “Board”). The Board is FMPA’s governing body generally, except as regards the All-Requirements Power Supply Project. The Board has the responsibility for hiring a General Manager and General Counsel and establishing bylaws, which govern how FMPA operates, and policies which implement such bylaws. The Board also authorizes all non-Project debt issued by FMPA. The Board annually elects a Chairman, a Vice-Chairman, a Secretary and a Treasurer.

The Executive Committee consists of one representative for each Participant, unless a Participant has elected CROD and the CROD is established at less than 15% of the Participant’s demand. The Executive Committee is the governing body of the Project. The Executive Committee elects a Chairperson and Vice Chairperson who are in those roles only with regard to the Executive Committee. The Executive Committee adopts bylaws and has policy making authority and control over all the business and affairs of the Project, including the authorization of Project debt. The Project budget and FMPA agency general budget are developed and approved by the Executive Committee.

The General Manager, General Counsel, Secretary and Treasurer of FMPA serve in their same position for both the Board of Directors and the Executive Committee. The day-to-day operations and expenditures of FMPA for projects other than the Project are controlled by the Board of Directors. Control over the same function for the Project is vested in the Executive Committee. The Executive Committee makes decisions on a one-vote-one-participant basis. A majority vote of a quorum (7 members) present is necessary for the Executive Committee to take action, except that on certain matters (generally (i) rate schedule amendments, (ii) approval of power supply or other contracts with a term of seven years or more, and (iii) any approval requiring the issuance of debt) a supermajority approval of 75% of the votes present is required for action, if requested by two or more members of the Executive Committee.

The following is a brief description of the officers of the Executive Committee, and the principal staff members of FMPA:

Executive Committee Chairperson: HOWARD MCKINNON

Howard McKinnon, CPA, is the Town Manager of the Town of Havana. He serves as the elected Chairperson of FMPA’s Executive Committee for the All-Requirements Power Supply Project. Mr. McKinnon was first elected as Chairperson of the Executive Committee in July 2011. He has been a member of the Executive Committee and FMPA’s Board of Directors since 2006. Mr. McKinnon has served as Town of Havana’s Town Manager since 2006. He joined the Town of Havana as Finance Director in 2005. Mr. McKinnon had previously served eight years as County Manager of Gadsden County, Florida. Mr. McKinnon is active in the Florida Municipal Electric Association and is a past President of the association. He is also active in the American Public Power Association and received the association’s Larry Hobart Seven Hats Award in 2010. The Florida Rural Water Association selected Mr. McKinnon as Manager of the Year in 2012. He is also a member of the American Institute of Certified Public Accountants and the Florida Institute of Certified Public Accountants. Mr. McKinnon holds a bachelor’s degree in finance and a master’s degree in public administration from Florida State University.

Executive Committee Vice Chairperson: LYNNE TEJEDA

Lynne Tejeda is General Manager and CEO of Keys Energy Services. She serves as the elected Vice Chair of both FMPA’s Board of Directors and Executive Committee. Ms. Tejeda was first appointed as her utility’s alternate to FMPA’s Board of Directors in 2005 and has been a member of the Board since 2013. She was first elected Vice Chair of the Executive Committee in December 2014 and has been a member of the Committee since 2005. Ms. Tejeda is also Chair of FMPA’s Conservation and Renewable Energy Advisory Committee, of which she is a founding member. Ms. Tejeda has served as Keys Energy Services’ General Manager and CEO since 2005. She has been employed by the utility since 1989 in positions including Assistant General Manager and Chief Operating Officer. Ms. Tejeda is active in the Florida Municipal Electric Association and is a past President of the association. Ms. Tejeda previously served on the American Public Power Association’s Board of Directors and was the 2013 recipient of the association’s Harold Kramer-John Preston Personal Service Award. She currently serves on the Board of the Key West Chamber of Commerce. Ms. Tejeda holds a bachelor’s degree in journalism from the University of North Carolina at Chapel Hill and a Master of Business Administration from Regis University in Denver, Colorado. She is a Certified Public Manager and a graduate of the Berkeley Executive Leadership Program.

General Manager and CEO of FMPA: JACOB A. WILLIAMS

Jacob A. Williams is General Manager and CEO of FMPA. He has 34 years of experience in the electric utility industry, including both public power and investor owned utilities. Prior to joining FMPA in 2016, Mr. Williams served as Vice President of Global Energy Analytics and Generation Development at Peabody Energy in St. Louis, Missouri. He also was previously with Alliant Energy (formerly Wisconsin Power & Light). Throughout his career, Mr. Williams has served in various positions including energy marketing, trading, integrated resource planning, and generation planning. Mr. Williams holds a bachelor's degree in electrical engineering from the University of Illinois at Urbana-Champaign and a Master of Business Administration from the University of Wisconsin-Madison.

General Counsel and CLO of FMPA: JODY LAMAR FINKLEA, ESQUIRE

Jody Lamar Finklea is General Counsel and Chief Legal Officer for FMPA. Mr. Finklea is a Board appointed officer, responsible for all legal affairs of the Agency, as specified in the Board's by-laws, and he manages FMPA's reliability compliance area. Mr. Finklea joined FMPA in 2001 and has held several positions during his tenure. Most recently, he served as Deputy General Counsel and Manager of Legal Affairs. Mr. Finklea has more than 19 years of experience in municipal utility law. As FMPA's General Counsel, Mr. Finklea also serves as general and regulatory counsel for Florida Municipal Electric Association, Inc. ("FMEA"). Most of FMPA's members are also members of FMEA, so this partnership provides value to both organizations. He holds a bachelor's degree in philosophy from The Catholic University of America in Washington, D.C., a master's degree in public administration from the University of North Florida and a juris doctor degree from Florida State University. Mr. Finklea is admitted to The Florida Bar and is board certified as an expert in city, county and local government law. Mr. Finklea is active in the American Public Power Association ("APPA") and served as the 2017 Chairman of the Legal Section. In 2011, Mr. Finklea was recognized by APPA as a Rising Star in Public Power. He holds a peer review rating as AV-Preeminent by Martindale Hubble.

Chief Financial Officer of FMPA: LINDA S. HOWARD, CPA, CTP

Linda Howard is Chief Financial Officer for FMPA, a position she was promoted to in September 2018. Mrs. Howard joined FMPA as Treasurer in January 2017. Prior to joining FMPA, Mrs. Howard served as Finance Bureau Chief for the Southwest Florida Water Management District where she managed the accounting, budget and procurement functions. For most of her career, Mrs. Howard worked at Orlando Utilities Commission (OUC). Her 25 years at OUC included experience in accounting, auditing and supervisory roles, leading to nine years as the Director of Fiscal Services and then five years as OUC's Treasurer. Mrs. Howard has a bachelor's degree in accounting from the University of Central Florida (UCF) and a Master of Business Administration from UCF. She is a Certified Public Accountant in Florida and a Certified Treasury Professional. Mrs. Howard is active in the Florida Government Finance Officers Association, where she served as President for the 2017-2018 term. In addition, she serves on the Board of the National Association of Black Accountants Greater Orlando Chapter, of which she is a charter member, and she is a member of the Association for Financial Professionals and a member of the Florida Institute of CPAs.

Chief Operating Officer of FMPA: KEN RUTTER

Ken Rutter is Chief Operating Officer for FMPA. Mr. Rutter joined FMPA in March 2019, and he manages the Agency's power resources division. Prior to joining FMPA, Mr. Rutter worked with the Basin Electric Cooperative and Dakota Gasification in Bismarck, North Dakota, where he served for more than six years as senior vice president of marketing and asset management. Among other responsibilities, he led a team that restructured short-term power and natural gas management contracts, as well as created many value enhancements and commercial transactions for Basin and Dakota Gasification. He also spent more than 12 years with Ameren in St. Louis, Missouri, serving in several roles, most notably director of risk management and a short period as an internal auditor. Mr. Rutter has a bachelor's degree in engineering from Purdue University and a Master of Business Administration from Washington University.

Chief Information Security Officer of FMPA: CAROL CHINN

Carol Chinn is Chief Information Security Officer for FMPA. She joined FMPA in July 2013. Ms. Chinn has 38 years of experience in the electric utility industry. Prior to joining FMPA, Ms. Chinn worked with American Transmission Company as the company's Chief Operating Officer. She was also formerly with the Federal Energy Regulatory Commission in the Division of Reliability and was President and Chief Executive Officer at Georgia

Transmission Corp. She began her career with Florida Power & Light. Ms. Chinn serves on the North American Electric Reliability Corporation's Member Representatives Committee and was the Chair in 2013. She is a Board Member of the Transmission Access Policy Study Group and the Florida Reliability Coordinating Council. Ms. Chinn holds a bachelor's degree in environmental engineering from the University of Florida, a bachelor's degree in electrical engineering from the University of Miami and a Master of Business Administration from the University of Florida.

Assistant General Manager of Public Relations and Member Services of FMPA: MARK T. MCCAIN

Mark McCain is Assistant General Manager of Public Relations and Member Services for FMPA. Mr. McCain has 33 years of experience in the municipal electric utility industry. He began his career with FMPA in 1986 as Communication Specialist. He was promoted in 1995 to Public Relations Manager. In 1998, he was given the added responsibilities of public affairs management. Mr. McCain is active in professional associations and has served in various leadership positions for those organizations. He is a long-time member of the Public Relations Society of America (PRSA), the world's largest organization for public relations professionals, and is a past President of the Orlando Regional Chapter of PRSA. He is also an active member of the American Public Power Association (APPA), the service organization for the nation's more than 2,000 publicly owned electric utilities. Mr. McCain has held several leadership positions for APPA's Energy/Customer Service & Communication Section, including Chairman in 1999 and Chairman of the Communications Committee in 1996. Mr. McCain holds a bachelor's degree in journalism from Ohio University.

Treasurer and Risk Director of FMPA: RICHARD POPP, CTP

Richard Popp is Treasurer and Risk Director for FMPA. He previously served as Contract Compliance Audit and Risk Manager. Mr. Popp has 25 years of experience in municipal utility accounting. He began his career with FMPA in 1994 as an accountant, until 1996. After his departure from the Agency, he was employed by Kissimmee Utility Authority for nearly six years as Senior Financial Analyst. Mr. Popp returned to FMPA in April 2002 as Accounting Supervisor. Mr. Popp holds a bachelor's degree in accounting from the University of Central Florida and a master's degree in accounting from Nova Southeastern University.

Financial Planning, Rates & Budget Director of FMPA: JASON WOLFE

Jason Wolfe is Financial Planning, Rates and Budget Director of FMPA. Mr. Wolfe joined FMPA in 2011 and has held several positions during his tenure, including roles in FMPA's System Planning Department and Financial Planning and Analysis Department. Mr. Wolfe has 19 years of experience in the utility industry, including experience working with or for municipal, cooperative and investor-owned utilities. Prior to joining FMPA, he worked 11 years in various roles with R.W. Beck, Inc. (acquired by SAIC in 2009), including as an analyst and as a consultant. He holds a bachelor's degree in business administration, with a concentration in finance, from the University of Central Florida.

Controller of FMPA: DANYEL SULLIVAN-MARRERO, CPA

Danyel Sullivan-Marrero is the Controller at FMPA. She joined FMPA in 2018 and has 25 years of experience in accounting and finance. Prior to joining FMPA, Ms. Sullivan-Marrero worked four years as chief financial officer (CFO) for KENPAT and 11 years as controller/CFO for Hartford South. She holds a bachelor's degree in accounting and a bachelor's degree in marketing, both from Florida Southern University. Ms. Sullivan-Marrero is a Certified Public Accountant in Florida.

THE PROJECT

Introduction

The Participants in the Project are the following 14 Members: Bushnell, Clewiston, Fort Meade, Fort Pierce, Green Cove Springs, Havana, Jacksonville Beach, Key West, Kissimmee, Lake Worth, Leesburg, Newberry, Ocala and Starke. See "THE POWER SUPPLY CONTRACTS – Elections of Certain Participants" and "– Status of Certain Generation Units Owned by Participants" herein. Vero Beach withdrew as a Member of FMPA and as a Participant in the Project in December 2018. See "THE POWER SUPPLY CONTRACTS – Withdrawal of Vero Beach" herein.

FMPA has the responsibility to plan for the Participant's future power supply needs (taking into account circumstances such as elections of Participants to implement a CROD, as described under "THE POWER SUPPLY CONTRACTS – Elections of Certain Participants" herein). FMPA is continually evaluating its power supply resource mix, projecting the Project's future power needs, and seeking cost-effective generation additions. [Inclusive of Project generating facilities owned by FMPA as part of the Project as summarized in the table below under "Project Generating Facilities Owned by FMPA as Part of the Project" and additional Member contributed resources as described below under "Member Contributed Resources," the Project's aggregate generating capacity share on a net summer basis is approximately 1,392 MW, which represents approximately 113% of the Project's delivered summer coincident peak demand in 2017. In addition, load from the Project is served via an excluded resource and two long-term contracts with respect to the Project to purchase power and energy from subsidiaries of NextEra Energy, Inc. While the ownership percentages set forth in the table below did not change as a result of the transfer and assignment of the power entitlement shares of Vero Beach in the Stanton Project, Stanton II Project and St. Lucie Project to the Project, the amount of capacity and energy included in the System from certain of these facilities increased in connection with such withdrawal. See "Purchased Power and Other Contracts" below and "THE POWER SUPPLY CONTRACTS – Withdrawal of Vero Beach."]

Project Generating Facilities Owned by FMPA as Part of the Project

| Name of Unit | In-Service Date | Primary Fuel Source | Net Summer Capability Rating (MWs) | Percentage of Ownership |
|-------------------------------------|------------------------|----------------------------|---|--------------------------------|
| Stanton Unit No. 1 | July 1, 1987 | Coal | 441 | 6.51% |
| Stanton Unit No. 2 | June 1, 1996 | Coal | 450 | 5.17 |
| Stanton Unit A | October 1, 2003 | Natural Gas | 639 | 3.50 |
| Cane Island Unit 1 | January 1, 1995 | Natural Gas | 35 | 50.00 |
| Cane Island Unit 2 | June 1, 1995 | Natural Gas | 109 | 50.00 |
| Cane Island Unit 3 | January 25, 2001 | Natural Gas | 240 | 50.00 |
| Cane Island Unit 4 | July 12, 2011 | Natural Gas | 300 | 100.00 |
| Indian River Unit A | July 1, 1989 | Natural Gas | 32 | 39.00 |
| Indian River Unit B | July 1, 1989 | Natural Gas | 32 | 39.00 |
| Indian River Unit C | October 1, 1992 | Natural Gas | 105 | 21.00 |
| Indian River Unit D | October 1, 1992 | Natural Gas | 105 | 21.00 |
| Stock Island Unit 2 | June 21, 1998 | Fuel Oil | 16 | 100.00 |
| Stock Island Unit 3 | August 1, 1998 | Fuel Oil | 14 | 100.00 |
| Stock Island Unit 4 | July 1, 2006 | Fuel Oil | 46 | 100.00 |
| Treasure Coast Energy Center Unit 1 | May 31, 2008 | Natural Gas | 300 | 100.00 |

Stanton Units. As part of the Project, FMPA owns a 6.5060% undivided ownership in Stanton Unit No. 1, a coal-fired electric generating unit with a net summer capability rating of 441 MW ("Stanton Unit No. 1"), and a 5.1724% undivided ownership interest in Stanton Unit No. 2, a coal-fired electric generating unit with a net summer capability rating of 450 MW ("Stanton Unit No. 2" and, together with Stanton Unit No. 1, the "Stanton Units") at the Stanton Energy Center of the Orlando Utilities Commission located in Orange County, Florida. The Stanton Units were constructed and are operated by OUC.

Additional ownership interest by FMPA and other entities in the Stanton Units is described below under "OTHER FMPA PROJECTS." Pursuant to the 2018 transfer and assignment of the Vero Beach power supply and project support contracts, as amended, to the Project, the Project's portfolio of power supply now includes a 32.521% Power Entitlement Share (21.3 MW) from the Stanton Project (see "OTHER FMPA PROJECTS – Stanton Project"), a 16.4887% Power Entitlement Share (17.2 MW) from the Stanton II Project (see "OTHER FMPA PROJECTS – Stanton II Project"), and a 15.202% Power Entitlement Share (13.2 MW) in the St. Lucie Project (see "OTHER FMPA PROJECTS – St. Lucie Project").

Stanton Unit No. 1 began commercial operation on July 1, 1987. The availability factor has averaged 87.4% since that time. For the last five fiscal years, the availability factor has ranged from a low of 61.8% in 2016 to a high of 90.5% in 2015. The availability factor in fiscal year 2018 was 90.4%.

Stanton Unit No. 2 began commercial operation on June 1, 1996. The availability factor has averaged 87.9% since that time. For the past five fiscal years, the availability factor ranged from a low of 84.8% in 2017 to a high of 89.9% in 2015. The availability factor in fiscal year 2018 was 84.8%.

Cooling water for the Stanton Units is provided by the Orange County, Florida Eastern Sub-Regional Wastewater Treatment Plant under an agreement between OUC and Orange County.

During calendar years 2014 through 2018, the Stanton Units combined to burn an average of approximately 1.8 million tons of coal per year. Coal is supplied to the Stanton Units under contracts between OUC and Crimson Coal Corporation (“Crimson”) and Foresight Coal Sales, LLC (“Foresight”). The contract with Crimson will supply 200,000 tons for 2019 with no options. The contract with Foresight will supply 400,000 tons with two options of 225,000 tons for 2019. FMPA believes that OUC will be able to make up any deficiencies in supply for the Stanton Units through short-term purchases at spot market prices.

OUC continues to monitor environmental requirements that will be applicable to the Stanton Units in the future and has stated that it currently believes it can meet known environmental laws and regulations regarding NOx emissions through, among other means, implementation of capital projects with a significantly lower total cost than the SCR project. See “LITIGATION.”

Stanton Unit A. As part of the Project, FMPA owns a 3.5% undivided ownership interest in a 639 MW (summer rating), gas-fired combined cycle unit located at OUC’s Stanton Energy Center site (“Stanton Unit A”). The remaining ownership interests in Stanton Unit A are held by KUA (3.5%), OUC (28%) and Stanton Clean Energy LLC, a NextEra Energy, Inc. subsidiary (“SCE”) (65%). FMPA is purchasing 20% of SCE’s ownership share in Stanton Unit A until 2023 and OUC is purchasing the remaining 80% under a separate agreement. See “Purchased Power and Other Contracts” below. Gas transportation is supplied via the Florida Gas Transmission (“FGT”) interstate gas line. Stanton Unit A also has fuel oil as a back-up capability. See “Member Contributed Resources” below.

Stanton Unit A began commercial operation on October 1, 2003. The availability factor has averaged 89.7% since that time. For the last five fiscal years, the availability factor has ranged from a low of 83.4% in 2018 to a high of 94.3% in 2014. The availability factor in fiscal year 2018 was 83.4%.

Cane Island Units. As part of the Project, FMPA owns a 50% undivided ownership interest in each of Cane Island Unit No. 1 (“Cane Island Unit 1”), Cane Island Unit No. 2 (“Cane Island Unit 2”) and Cane Island Unit No. 3 (“Cane Island Unit 3” and, together with Cane Island Unit 1 and Cane Island Unit 2, “Cane Island Units 1-3”) and owns a 100% undivided ownership interest in Cane Island Unit No. 4 (“Cane Island Unit 4” and together with Cane Island Units 1-3, the “Cane Island Units”). The Cane Island Units are located at KUA’s Cane Island Power Park site in Osceola County, Florida. The Cane Island Units are natural gas-fired electric generating units with No. 2 oil as a backup capability for Cane Island Unit 1 and Cane Island Unit 2. Cane Island Unit 1 is a combustion turbine, and Cane Island Unit 2, Cane Island Unit 3, and Cane Island Unit 4 are combined cycle units. Cane Island Units 1-3 were constructed, and are operated, by KUA. Cane Island Unit 4 was constructed by FMPA and is operated by KUA. KUA owns the remaining 50% of Cane Island Units 1-3. See “THE POWER SUPPLY CONTRACTS – Elections of Certain Participants” and “– Status of Certain Generation Units Owned by Participants.”

Cane Island Unit 1 has a summer rating of 35 MW and was placed in service in January 1995. Cane Island Unit 1’s availability factor has averaged 97.2% since that time. For the last five fiscal years, the availability factor has ranged from a low of 91.9% in 2016 to a high of 98.5% in 2017. The availability factor in fiscal year 2018 was 97.94%.

Cane Island Unit 2 has a summer rating of 109 MW and was placed in service in June 1995. Cane Island Unit 2’s availability factor has averaged 86.6% since that time. For the last five fiscal years, the availability factor has ranged from a low of 50.3% in 2016 to a high of 92.1% in 2015. The lower availability factor in fiscal year 2016 was due to a catastrophic equipment failure in 2016. The availability factor in fiscal year 2018 was 90.3%.

Cane Island Unit 3 has a summer rating of 240 MW and was placed in service in June 2002. Cane Island Unit 3’s availability factor has averaged 89.5% since that time. For the last five fiscal years, the availability factor has ranged from a low of 73.6% in 2017 to a high of 95.6% in 2015. The availability factor in fiscal year 2018 was 88.8%.

Cane Island Unit 4 has a summer rating of 300 MW and was placed in service in July 2011. Cane Island Unit 4's availability factor has averaged 90.6% since it was placed in service. For the last five fiscal years, the availability factor has ranged from a low of 84.5% in 2018 to a high of 94.3% in 2016. The availability factor in fiscal year 2018 was 84.5%.

Indian River Units. As part of the Project, FMPA owns a 39% undivided ownership interest in each of the Indian River Combustion Turbine Units A & B ("Indian River Units A & B") and a 21% undivided ownership interest in each of the Indian River Combustion Turbine Units C & D ("Indian River Units C & D" and, together with Indian River Units A & B, the "Indian River Units") located in Brevard County, Florida. The remaining ownership interests in Indian River Units A & B are held by (i) OUC (48.8%) and (ii) KUA (12.2%), and the remaining ownership interests in Indian River Units C & D are held by OUC (79%). The Indian River Units were constructed and are operated by OUC on behalf of the co-owners.

All four Indian River Units are used as peaking units. The Indian River Units burn either natural gas or No. 2 fuel oil, with gas transportation supplied via FGT.

Indian River Units A & B each have a summer rating of 32 MW and were placed in service on July 1, 1989. For the last five fiscal years, the availability factor of Indian River Unit A has ranged from a low of 91.4% in 2018 to a high of 98.5% in 2017. Indian River Unit B's availability factor has averaged 95.2% since it was placed in service. For the last five fiscal years, the availability factor of Indian River Unit B has ranged from a low of 92.7% in 2018 to a high of 97.91% in 2017.

Indian River Units C & D each have a summer rating of 105 MW and were placed in service on October 1, 1992. Indian River Unit C's availability factor has averaged 89.9% since that time. For the last five fiscal years, the availability factor of Indian River Unit C has ranged from a low of 85.6% in 2014 to a high of 96.5% in 2017. Indian River Unit D's availability factor has averaged 92.9% since it was placed in service. For the last five fiscal years, the availability factor of Indian River Unit D has ranged from a low of 91.5% in 2015 to a high of 97.31% in 2018.

Stock Island Units 2 and 3. As part of the Project, FMPA owns a 100% undivided ownership interest in each of two combustion turbines at the Stock Island Generating Facility near Key West. Stock Island Units 2 & 3 are refurbished GE Frame 5 units that burn No. 2 oil. FMPA constructed Stock Island Units 2 & 3 to provide peaking supply and on-island reliability for the Key West System.

Stock Island Unit 2 has a summer rating of 16 MW and was placed in service in June 1998. For the last five fiscal years, the availability factor of Stock Island Unit 2 has ranged from a low of 93.2% in 2017 to a high of 100% in 2014.

Stock Island Unit 3 has a summer rating of 14 MW and was placed in service in August 1998. For the last five fiscal years, the availability factor of Stock Island Unit 3 has ranged from a low of 86.2% in 2014 to a high of 98.9% in 2018.

FMPA is contractually obligated to meet approximately 60% (or lower, as mutually agreed to by FMPA and Key West) of Key West's weather normalized firm load with on-island generation over the term of the Key West Power Supply Contract, so long as Key West is purchasing its full-requirements from the Project (the "60% On-Island Requirement"). During fiscal year 2013, FMPA commissioned a study of the 60% On-Island Requirement that was designed to set forth the steps and processes to be taken by FMPA and other related parties, including Key West, to (1) initially develop a long-term generation plan for meeting the 60% On-Island Requirement, and (2) monitor and update the long-term generation plan over time to address changing circumstances. Based on the information available at the time of the study, which was completed in 2014, (i) FMPA found no evidence to refute that the life of the units at the Stock Island Plant could be extended through at least 2033 (based on a 20-year study period) at reasonable cost using a condition based and preventive maintenance strategy and (ii) there were no known operational limitations of maintaining the current capacity ratings over the 20-year study period. FMPA updated its analysis in early 2017 and found no change in circumstances that would change FMPA's conclusion from the prior study.

Stock Island Unit 4. As part of the Project, FMPA owns a 100% undivided ownership interest in a 45 MW combustion turbine unit located at the Stock Island Generating Facility near Key West ("Stock Island Unit 4"). Stock Island Unit 4 is a GE LM6000 PC-Sprint aeroderivative unit that burns No. 2 oil. Stock Island Unit 4 is

operated by Key West and provides peaking supply and on island reliability for Key West. See “THE POWER SUPPLY CONTRACTS – Elections of Certain Participants.”

Stock Island Unit 4 was placed in service in July 2006. Stock Island Unit 4’s availability factor has averaged 96.4% since that time. For the last five fiscal years, the availability factor of Stock Island Unit 4 has ranged from a low of 93.3% in 2017 to a high of 98.6% in 2018.

Treasure Coast Energy Center Unit 1. As part of the Project, FMPA owns a 100% undivided ownership interest in a 300 MW natural gas-fired combined cycle unit located in Fort Pierce (the “Treasure Coast Energy Center Unit 1”). The unit is operated under contract by Fort Pierce Utilities Authority (“FPUA”), with gas transportation supplied by FGT.

The Treasure Coast Energy Center Unit 1 was placed in service in May 2008. The Treasure Coast Energy Center Unit 1’s availability factor has averaged 92.6% since that time. For the last five fiscal years, the availability factor of Treasure Coast Energy Center Unit 1 has ranged from a low of 83.5% in 2015 to a high of 96.0% in 2018. The availability factor in fiscal year 2018 was 96.0%.

Environmental and Operational Compliance

FMPA believes that each of the All-Requirements Power Supply Project power generating resources is well maintained and is in substantive compliance with all current environmental laws and operating permits. FMPA has budgeted capital and operating costs, based on current legal requirements and future requirements that are known and understood. Additional costs may arise from new statutes or changing regulations that cannot currently be predicted and could range from minimal to significant. See “ENVIRONMENTAL REGULATION.”

Purchased Power and Other Contracts

FMPA has two long-term contracts with respect to the Project to purchase power and energy from subsidiaries of NextEra Energy, Inc., the parent company of FPL (“NextEra”), from assets previously owned and operated by Southern Power Company or its subsidiaries. FMPA and Oleander Power Project, L.P. (a NextEra subsidiary) have an agreement pursuant to which FMPA purchases the entire output (approximately 160 MW) from Oleander Unit No. 5, a natural gas-fired simple cycle generating unit at the Oleander natural gas peaking plant. Generation from the unit is dedicated to FMPA. The term of the agreement runs through December 15, 2027. As discussed above, FMPA also has a contract for approximately 81 MW summer/87 MW winter of purchased power from SCE’s ownership interest in Stanton Unit A. The initial term of the agreement runs through September 30, 2023. FMPA has extension options that could extend this agreement to 2033. FMPA believes it will be able to replace these resources as the contracts expire, and as capacity needs dictate, with either new resources under contracts at market-based rates or with jointly-owned or self-built generation.

FMPA also has entered into solar Power Purchase Agreements (“PPA”) with subsidiaries of Florida Renewables Partners, LLC (“FRP”), a subsidiary of NextEra Florida Renewables Holdings, LLC, to purchase a total of 58 MW-ac of solar energy on behalf of five Participants in the Project, Jacksonville Beach, FPUA, Key West, KUA and Ocala (the “ARP Solar Participants”). FMPA and OUC have entered into purchase agreements with FRP for a total of 223.5 MW-AC from three 74.5 MW-ac solar sites in Florida. The solar facilities are planned for commercial operation in 2020. The ARP Solar Participants will take power from two of those sites and will have the first obligation in the Project, subject to step-up obligations among the ARP Solar Participants, to pay all purchased power costs for solar energy. The solar purchase power agreement has a 20-year term and two 5-year options to extend the agreement.

Member Contributed Resources

Pursuant to their joining the Project, KUA, Lake Worth, Fort Pierce and Key West entered into a Capacity and Energy Sales Contract whereby these Participants sell the capacity and energy from their generating units to the Project. These Participants also agreed to sell to the Project any capacity and energy from any Power Entitlement Shares they have in the Stanton Project, Stanton II Project or Tri-City Project. In addition, Starke assigned to the Project its capacity and energy in the Stanton Project and Stanton II Project. The price paid by the Project to these Participants is equal to each month’s billing from FMPA to each of these Participants for their Power Entitlement Shares in the Project. The Capacity and Energy Sales Contract with Lake Worth has been terminated. Additionally, effective October 1, 2008 and January 1, 2011, respectively, KUA and Key West entered into Revised, Amended

and Restated Capacity and Energy Sales Contracts. See “THE POWER SUPPLY CONTRACTS – Elections of Certain Participants.”

FMPA, as a cost of the Project, pays the monthly costs for these Participants under their Power Sales Contracts and, under certain circumstances under the Project Support Contracts, with respect to their Power Entitlement Shares, and collects these costs through the billings to the Participants in the Project.

Generating units owned by Participants may be retired in the future, subject to the availability of suitable replacement capacity and energy.

Net Metering

In order to promote the development of customer-owned renewable generation and comply with statutory requirements of Section 366.91, Florida Statutes, and other requirements, FMPA has developed a net metering policy, pursuant to which Participants may offer their customers net metering service whereby a customer may install and operate in parallel customer-owned renewable generation in order to offset all or part of the customer’s electricity needs with renewable energy. Pursuant to the FMPA policy, the Project will purchase excess customer-owned renewable generation from its Participants’ customers that have chosen to take part in the net metering program and are interconnected to a Participant’s electric system. Customer-owned renewable generation is first used to offset the demand for electricity at a particular premises from a Participant and any excess customer-owned renewable generation that is not used to offset the demand for electricity is simultaneously sold to the Project and delivered to the Participants through the Participant’s electric distribution system.

As of December 2018, more than 881 solar power installations in 13 Florida cities are part of the All-Requirements Power Supply Project’s net metering program. These customer-owned installations can produce approximately 6,324 MW-AC of energy.

Fuel Supply

Coal Supply. For a description of the coal supply to Project generating facilities, see “Project Generating Facilities Owned by FMPA as Part of the Project” above.

Gas Supply. Natural gas for Stanton Unit A is obtained by OUC for itself, KUA and FMPA. All physical supplies of natural gas used at FMPA-owned or Participant-owned Project generating facilities are purchased by Florida Gas Utilities (“FGU”) for FMPA under a service agreement between FMPA and FGU. Typically, these supplies are purchased on a month-to-month basis; priced at a NYMEX less basis, a “first-of-the-month” index, or a daily index. Adjustments are made by FGU on a daily basis to balance supply with forecasted load by either purchasing incremental volumes or selling surplus volumes. FGU also handles all natural gas transportation scheduling and settlement functions for FMPA and ensuring reliable fuel deliveries for the Project. In 2019, FGU entered into thirty-year natural gas supply agreements with The Black Belt Energy Gas District (“Black Belt Energy”) and the Municipal Gas Authority of Georgia (“MGAG”) (the “2019 Pre-Pay Contracts”) for the purchase of specified amounts of natural gas at discounted prices that FGU expects to supply to FMPA. FMPA’s weighted average discount from the transactions involving MGAG is \$0.32 per MMBtu on 13,250 MMBtu per day. FMPA’s weighted average discount from the transactions involving Black Belt Energy is \$0.32 per MMBtu on 10,000 MMBtu per day.

Florida Gas Transmission Transportation Contracts. Natural gas for the Cane Island Units, the Treasure Coast Energy Center Unit 1, the Indian River Units and the Oleander PPA (a tolling structured power purchase deal where FMPA delivers natural gas) is transported under long-term firm transportation contracts with FGT. The average annual daily capacity is 94,014 MMBtu/d. FMPA also has firm call rights for an additional annual average of 42,000 MMBtu/d of firm transportation capacity through a long term capacity release arrangement. Firm capacity demand charges are only incurred when this capacity is called. FMPA has also contracted for 50,000 MMBtu/d of firm capacity on Transco Gas Pipeline from their Station 85 to FGT to achieve a percentage of supply source diversity; taking advantage of the development of production from shale sourced gas supplies available at Station 85. FMPA has also contracted with the Southern Pines Storage facility currently for 500,000 MMBtu of firm gas storage capacity as a reliability measure to ensure natural gas supply availability during times of weather related interruptions. FGU acts as FMPA’s agent in the daily management of these natural gas capacity commitments.

Oil Supply. All physical fuel oil purchases are centrally administered by FMMPA. Purchases of fuel oil are typically only made to maintain back-up inventories at a level consistent with FMMPA's fuel management policies. These inventories provide an alternate fuel source to enhance generator reliability in the event of a natural gas fuel interruption. The purchases are made on a spot basis and at the then effective market price.

Public Gas Partners, Inc. In November 2004, FMMPA signed an agreement for the benefit of the Project with the other current contract parties consisting of six public gas utilities in five different states to form a gas supply agency called Public Gas Partners, Inc. ("PGP"). PGP is formed under Georgia law as a not-for-profit corporation and is tax-exempt for federal tax purposes. PGP was created to secure economical, long-term wholesale natural gas supplies for its seven members in order to stabilize and reduce the cost of natural gas. Current members of PGP, along with FMMPA, include Municipal Gas Authority of Georgia, National Public Gas Agency, Patriots Energy Group, Southeast Alabama Gas District and Tennessee Energy Acquisition Corporation. PGP currently produces for FMMPA approximately 3.5% of the Project's gas requirements which are financially settled with FMMPA.

FMMPA does not presently intend to participate in any further acquisition activities through PGP.

FMMPA entered into a Production Sharing Agreement ("PSA") as a participant in PGP Gas Supply Pool No. 1 ("Pool 1") in November 2004 and entered into a PSA as a participant in PGP Gas Supply Pool No. 2 ("Pool 2") in October 2005. PGP is presently engaged in marketing the sale of both Pool 1 and Pool 2. PGP has received bids for a portion of its Pool 1 reserves in the Permian area of West Texas. Negotiations are ongoing to complete a sales agreement with closing expected in the latter part of 2019. It is anticipated that the liquidation of other all other reserve assets will be completed over time, focusing upon the most valuable first and then followed with lessor valued assets with FMMPA receiving its proportional share of net proceeds.

Transmission and Dispatch Agreements

Transmission. OUC provides transmission service for delivery of power and energy from FMMPA's ownership in Stanton Unit No. 1, Stanton Unit No. 2, Stanton Unit A and the Indian River Units for the Project to the FPL and Duke Energy of Florida ("DEF") interconnections with OUC for subsequent delivery to the Participants over the life of the Units. Rates for such transmission wheeling service are based upon OUC's costs of providing such transmission wheeling service and under terms and conditions of the OUC-FMMPA firm transmission service contracts for the Project.

FMMPA has contracts with DEF, FPL and OUC to transmit the various Project resources over the transmission systems of each of these three utilities. The Network Service Agreement with FPL was executed in March 1996 and was subsequently amended to both conform to the FERC Pro forma Tariff and to add additional members to the Project. The FPL agreement provides for network transmission service for the Participants interconnected to FPL's transmission system. The FPL agreement terminates March 31, 2026, although FMMPA has rollover rights to continue service beyond the termination date pursuant to the FPL Open Access Transmission Tariff. The Network Service Agreement with DEF became effective January 1, 2011 and conforms to FERC's Pro forma Tariff. The DEF agreement provides for network transmission service for the Participants interconnected with DEF's transmission system. The DEF agreement terminates December 31, 2035, subject to successive automatic five-year extensions thereafter, unless at least one year notice of termination is provided prior to the end of each term. FMMPA also has several transmission wheeling agreements with OUC which are associated with each FMMPA generation resource located on OUC's system and which also provide for network type transmission service over OUC's system. FMMPA is a 68% owner of the transmission lines that connect the Cane Island site to the transmission grid with control rights to utilize the full capacity of those transmission lines to serve the All-Requirements Power Supply Project.

Florida Municipal Power Pool

The Project is a member of the Florida Municipal Power Pool ("FMPP"). The other members of FMPP are Lakeland and OUC. The FMPP is an operating power pool in which the generating resources of members are centrally dispatched to meet their combined load requirements. The FMPP began operations in 1988. FMPP resources include the members' coal fired generation, gas/oil fired units, ownership interest in nuclear capacity and various firm capacity and partial requirements arrangements with other utilities. Each FMPP member is responsible for maintaining sufficient capacity to serve its own load including an adequate amount of reserves. All FMPP transactions are settled using the "clearing house price" methodology. The resources of FMPP are essentially committed and dispatched by OUC, which handles the day-to-day operations of the FMPP.

The FMPP operates under a three-year agreement that automatically renews until such time as all of the FMPP members elect to terminate the agreement. If a member of FMPP were to withdraw early, the pool continues with the remaining members.

The FMPP Agreement was amended in 2011 to incorporate the dispatch services that were previously supplied to FMPP under contract by OUC. Under the revised agreement, FMPP contracts with FMPP for the dispatch of FMPP's generation resources to serve the loads of the Participants on a continuous real-time basis. The Participant delivery points were removed from the control areas of DEF and FPL, effectively placing the Participants into the FMPP Balancing Authority area, although scheduled power deliveries to the Participants are transmitted to the delivery points over the DEF or FPL systems. In order to integrate the Participants into the FMPP Balancing Authority area, each delivery point is equipped by FMPP with a Remote Terminal Unit to collect and transmit necessary real-time load data to the OUC automatic generation control system.

The 2011 amended agreement provides for (i) FMPP to dispatch FMPP's resources to serve the combined loads of the Participants located in DEF's service territory and the Participants located in FPL's service territory; (ii) FMPP installing and maintaining the necessary equipment on the Participants' systems; (iii) OUC installing and maintaining the necessary equipment on its system; and (iv) pricing and payments for services provided.

The Project's membership in the FMPP provides several benefits for the Project. By participating in the FMPP, the Project is able to realize significant savings due to the fact that FMPP is able to utilize more efficient, less costly generation than FMPP could have utilized if the Project were not a member of the pool. A pool marketing group that buys or sells capacity and energy on a daily basis provide some non-Participant revenue for the Project through the successful sale or purchase of excess capacity and energy outside of the Project.

Conservation and Demand-Side Management Activities

As a wholesale supplier of electric energy to the Project, FMPP is not directly responsible for conservation and demand-side management ("DSM") programs. However, the Participants offer a variety of conservation and DSM programs to their consumers.

In July 2008, the Executive Committee established the Conservation and Renewable Energy Advisory Committee to evaluate and make recommendations on conservation and renewable energy programs for the Project (the "ARP Conservation Program"). Since 2008, the Executive Committee annually has funded the ARP Conservation Program. In fiscal year 2019, the Executive Committee budgeted \$750,000 for Participants' conservation and renewable energy efforts.

Future Power Supply

General. In April 2019, FMPP filed its most recent Ten-Year Site Plan for the Project ("2019 TYSP") with the PSC. The 2019 TYSP provides, among other things, a description of existing electric generation resources, a 10-year forecast of electric power generating needs and an identification of the general location and type of any proposed generation capacity and transmission additions for the next 10-year period. As reported in the 2019 TYSP, the Project anticipates additional seasonal (summer) peaking purchases to meet its Participants' annual load and maintain 15% generation reserves for the summer season through 2028.

FMPP's 2018 Load Forecast provides a current estimate of its baseline load forecast for the next 20 years as well as alternative high and low forecasts reflecting the uncertainty in the primary driving variables (i.e., trends of Florida economic activity and weather). The baseline forecast indicates a 1.2% compound annual growth rate in net energy for load of the current Project Participants during the period 2018 – 2027, and a 0.9% compound annual growth rate in net energy for load for the period 2028 through 2037. Taking into account existing Project resources and scheduled power purchase contract expirations, and assuming maintenance of a 15% reserve margin for the summer season, the forecast projects additional seasonal (summer) peaking purchases will be necessary over the 10-year TYSP study horizon. FMPP staff continuously studies a variety of alternatives to meet future needs for additional resources. FMPP's goal is to have minimum long-term power costs with maximum reliability while maintaining flexibility to respond to a changing marketplace and regulatory environment and addressing possible State initiatives relating to greenhouse gas emission reductions. FMPP cannot predict what resources will ultimately be required or acquired or developed by the Project or the operating and capital costs associated therewith, although any such costs of additional generation resources would likely be significant.

Since 2006, the Project has met increases in demand, in part, with the construction of power generation resources, including (i) Cane Island Unit No. 4, an approximately 300 MW combined cycle unit located near Kissimmee, which was placed in service in 2011, (ii) the Treasure Coast Energy Center Unit 1, an approximately 300 MW combined cycle unit located in Fort Pierce, which was placed in service in 2008 and (iii) Stock Island Unit 4, an approximately 46 MW combustion turbine unit located at the Stock Island Plant near Key West, which was placed in service in 2006.

Solar Energy. FMPA has entered into solar power purchase agreements with subsidiaries of FRP to purchase a total of 58 MW-ac of solar energy on behalf of five Participants in the Project. The solar facilities are planned for commercial operation in 2020. See “THE PROJECT – Purchased Power and Other Contracts.” For additional information about the solar energy facilities, see “OTHER FMPA PROJECTS – Solar Project.” FMPA issued a Request for Proposals (“RFP”) in March 2019 seeking cost-competitive bids for additional solar power purchase agreements. FMPA short-listed and interviewed three solar developers and is currently in the process of negotiating PPA terms with the top bidder. Once finalized, it is anticipated that the developer will construct, own, and operate solar facilities from which FMPA will purchase a to-be-determined amount of solar energy on behalf of certain Participants in the Project and other FMPA members that will participate in a to-be-established FMPA power supply project. It is expected these solar facilities will begin commercial operation in fiscal year 2023.

Future Natural Gas Combined Cycle Resources. FMPA continues to evaluate the potential to participate in future, large-scale combined cycle power plants that may be constructed in Florida. However, FMPA is not currently negotiating to participate in such a project. Such participation would provide FMPA with a highly efficient and relatively low-installed cost generation resource.

Demand-Side Management. The Project does not currently sponsor any demand-side management programs, essentially because the Project has excess installed capacity. See “THE PROJECT – Sales to Non-Participants.” FMPA is continuing to evaluate potential DSM programs that the Project could sponsor in the future and that would enable the Project to postpone, or mitigate, the need for future supply-side generation resources. Programs currently under consideration include distributed resources, energy storage, direct control load management and back-up generator programs.

Peaking Resources. Peaking resources have a short construction lead time, which will allow FMPA to quickly respond to a change in need should load be more than expected, other supply-side or demand-side alternatives do not become available, or the regulatory environment or market conditions change. FMPA has identified several sites well-suited for expansion, with peaking resources including the Stock Island Site, the Cane Island Power Park and the Treasure Coast Energy Center.

Expenditures related to the development, acquisition or construction of future power resources may be financed with Additional Bonds or other parity indebtedness.

Project Operations

For the fiscal year that ended on September 30, 2018, the coincident peak demand of the Project was 1,239 MW. This peak demand was a 0.1% increase compared to the 2017 fiscal year.

For the 2018 fiscal year, the Project produced 5.7 million MWh of billable energy, a 2.0% increase from the 2017 fiscal year.

Sales to the Participants in fiscal year 2018 totaled \$406 million, a 5.1% decrease compared to the 2017 fiscal year which was due primarily to lower natural gas costs.

For the 2018 fiscal year, Project power costs billed to Participants were 7.2 cents per kWh, a 7% decrease compared to the 2017 fiscal year.

For additional information, see the table titled “HISTORICAL OPERATING RESULTS FOR THE PROJECT” below.

Sales to Non-Participants

To increase revenue and, thus, reduce Project costs to Participants, FMPA has a strategic goal of selling excess capacity to non-Participants when it is economically feasible, does not jeopardize reliability and there is an opportunity to do so. From 2011 to 2015, the Project was the full-requirements supplier to the City of Quincy, having an approximately 25 MW peak demand.

In 2017, FMPA won a bid to supply wholesale power to the City of Bartow, having an approximately 62 MW peak demand. FMPA began supplying the City of Bartow wholesale power on January 1, 2018. For the first three years of the agreement, OUC will supply the first 40 MW of Bartow's power supply needs, and FMPA will supply peaking power to Bartow for its needs above 40 MW. In 2021, 2022 and 2023, FMPA will supply Bartow's full-requirements power supply needs. The City of Bartow will not, as such, be a Participant.

Effective January 1, 2019, under a PPA that will run for nine years, the Project began supplying the City of Winter Park wholesale capacity and energy. For 2019, the Project will provide 10 MW of capacity and energy to Winter Park around the clock. For 2020-2027, the Project will serve Winter Park on a partial basis, net of other existing Winter Park wholesale power agreements. The City of Winter Park will not be a Participant.

Effective March 27, 2019, pursuant to a tolling agreement and associated transaction schedule that will run from July 1, 2019 through and until June 30, 2021, the Project will supply 53 MW of firm energy to Reedy Creek Improvement District every hour of the term. Reedy Creek Improvement District will provide the gas quantity necessary to supply the firm energy to FMPA for use in the Project natural gas fleet. This exchange avoids running more costly Reedy Creek Improvement District generation while rendering a financial benefit to the Project via utilization of the Project's excess generation to provide economy energy.

Through a letter of commitment for Negotiated Interchange Service executed on February 22, 2019, the terms of which are pursuant to the Agreement for Interchange Service between Florida Municipal Power Agency and Tampa Electric Company dated April 1, 1986, FMPA is selling Tampa Electric Company 120 MW of energy, 8 hours per day from May 1, 2019 through October 31, 2019. The sale of interchange energy is secondary to FMPA native load and other firm obligations, subject to recall for emergency or reliability purposes.

Historical and Projected Future Capacity Requirements and Resources

The historical and projected future Project capacity requirements and resources for the years ending September 30, 2016 through September 30, 2024 are summarized in the following table.

THE PROJECT

HISTORICAL AND PROJECTED FUTURE CAPACITY REQUIREMENTS AND RESOURCES

| | ----- Actual ----- | | | ----- Estimated ----- | | | | | |
|--|--------------------|--------------|--------------|-----------------------|--------------|--------------|--------------|--------------|--------------|
| <u>Project Requirements (MW)</u> | 2016 | 2017 | 2018 | 2019 | 2020 | 2021 | 2022 | 2023 | 2024 |
| Coincident Peak Demand ⁽¹⁾ | 1,268 | 1,237 | 1,239 | 1,272 | 1,289 | 1,301 | 1,316 | 1,330 | 1,347 |
| <u>Project Resources (MW)⁽²⁾</u> | | | | | | | | | |
| St. Lucie Unit No. 2 ⁽³⁾⁽⁴⁾ | 35 | 35 | 35 | 48 | 46 | 46 | 46 | 46 | 46 |
| Stanton Unit 1 | 92 | 92 | 92 | 112 | 120 | 120 | 120 | 120 | 120 |
| Stanton Unit 2 | 85 | 85 | 85 | 102 | 102 | 102 | 102 | 102 | 102 |
| Cane Island Unit 1 | 17 | 17 | 17 | 17 | 17 | 17 | 17 | 17 | 17 |
| Cane Island Unit 2 | 54 | 54 | 54 | 54 | 54 | 54 | 54 | 54 | 54 |
| Cane Island Unit 3 | 120 | 120 | 120 | 120 | 120 | 120 | 120 | 120 | 240 |
| Cane Island Unit 4 | 300 | 300 | 300 | 300 | 300 | 300 | 300 | 300 | 300 |
| Indian River Units A & B | 25 | 25 | 25 | 25 | 25 | 25 | 25 | 25 | 25 |
| Indian River Units C & D | 44 | 44 | 44 | 44 | 44 | 44 | 44 | 44 | 44 |
| Stock Island Unit 2 & 3 | 30 | 30 | 30 | 30 | 30 | 30 | 30 | 30 | 30 |
| Stock Island Unit 4 | 46 | 46 | 46 | 46 | 46 | 46 | 46 | 46 | 46 |
| Treasure Coast Energy Center Unit 1 | 300 | 300 | 300 | 300 | 300 | 300 | 315 | 315 | 315 |
| Key West Native Generation ⁽⁵⁾ | 37 | 37 | 38 | 37 | 37 | 37 | 37 | 37 | 37 |
| Kissimmee Native Generation ⁽⁵⁾ | 200 | 200 | 200 | 200 | 200 | 200 | 200 | 200 | 200 |
| Stanton A ⁽⁶⁾ | 122 | 122 | 122 | 125 | 125 | 125 | 125 | 125 | 44 |
| Oleander ⁽⁶⁾ | 162 | 162 | 162 | 162 | 162 | 162 | 162 | 162 | 162 |
| Short-term Purchases | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| Total Resources (MW) | <u>1,667</u> | <u>1,667</u> | <u>1,667</u> | <u>1,721</u> | <u>1,727</u> | <u>1,727</u> | <u>1,742</u> | <u>1,742</u> | <u>1,676</u> |
| Total Project Reserve Percentage ⁽⁷⁾ | 31% | 35% | 35% | 35% | 34% | 33% | 32% | 31% | 24% |

(Numbers may not add due to rounding.)

- (1) Peak demands are at the delivery point level (summer season) and exclude sales to Non-Participants.
- (2) Unless otherwise noted, projected future capacity amounts shown reflect either actual ratings of owned resources or capacity purchased under firm contracts. Capacity in the projected period is consistent with the 2019 TYSP, which assumed the Project would acquire Vero Beach's entitlements in the Stanton, Stanton 2, and St. Lucie Projects for the 2019 planning year.
- (3) The capacity for years 2016-2018 represents the aggregate amount of capacity from St. Lucie Unit No. 2 for Participants in the Project who are also participants in the St. Lucie Project which capacity is an excluded resource under the Power Supply Contracts.
- (4) The decrease in capacity beginning in 2020 reflects the reduction for St. Lucie Unit No. 2 due to the election still in effect at the time of the 2019 TYSP by Green Cove Springs to limit its All-Requirements Service, as permitted in Section 3 of the Power Supply Contract, to a CROD beginning January 1, 2020. Green Cove Springs has subsequently executed a Supplemental Power Sales Agreement with the ARP that will result in adjustments to the 2020 TYSP. See "THE POWER SUPPLY CONTRACTS – Elections of Certain Participants."
- (5) Capacity and Energy purchase. See "THE POWER SUPPLY CONTRACTS – Status of Certain Generation Units Owned by Participants."
- (6) Capacity shown for Stanton A and Oleander includes amounts currently purchased under contracts from NextEra subsidiaries. See "THE PROJECT – Purchased Power and Other Contracts."
- (7) Reserve Margin calculated as ((Total Resources – Partial Requirements Purchases) – (Total Requirements – Partial Requirements Purchases)) / (Total Requirements – Partial Requirements Purchases). Volatility in the Project reserve margin is directly related to volatility in peak demand. Planning for future capacity requires that resources be added to reflect expected long-term increases in demand. This may cause volatility in the reserve margin but is more practical than adding smaller resources more frequently. The Project has the added complexity of being divided into different transmission areas; providing adequate resources to meet demand in each of the transmission areas can cause some volatility in the reserve margin for the Project as a whole.

The following table summarizes the historical operating results for the Project for the Fiscal Years ending September 30, 2016 through September 30, 2018 and for the nine-month period ending June 30, 2019.

HISTORICAL OPERATING RESULTS FOR THE PROJECT⁽¹⁾

(Dollars in Thousands)

| | Fiscal Year Ending September 30, | | | Nine-Month Period Ending June 30, | |
|---|-------------------------------------|------------------|------------------------|--------------------------------------|------------------|
| | 2016 | 2017 | 2018 | 2018 | 2019 |
| REVENUES: | | | | | |
| Participant Billings ⁽²⁾ | \$409,104 | \$428,034 | \$406,073 | \$287,963 | \$307,772 |
| Interest Income ⁽³⁾⁽¹⁶⁾ | 855 | 1,504 | 2,739 | 975 | 4,736 |
| Vero Beach Exit Payment ⁽¹⁵⁾ | — | — | — | — | 105,400 |
| Due from (to) Participants ⁽⁴⁾ | (12,419) | (3,916) | 7,288 ⁽⁵⁾ | 11,720 | 2,153 |
| Sales to Others ⁽⁶⁾ | 26,146 | 33,480 | 29,883 | 20,378 | 29,189 |
| Total Revenues..... | <u>\$423,686</u> | <u>\$459,102</u> | <u>\$445,983</u> | <u>\$321,036</u> | <u>\$449,250</u> |
| OPERATING EXPENSES: | | | | | |
| Fixed Payment Obligations | 19,738 | 19,738 | 19,738 | 14,884 | 14,876 |
| Fixed Operating and Maintenance ⁽⁷⁾⁽¹⁶⁾ .. | 67,270 | 65,550 | 61,398 | 45,246 | 61,629 |
| Fuel Costs ⁽⁸⁾⁽¹⁶⁾ | 162,762 | 197,232 | 185,900 | 128,732 | 143,067 |
| Purchased Power | 25,546 | 21,814 | 23,561 | 16,863 | 19,379 |
| General Administrative and Other ⁽⁹⁾ | 22,349 | 21,841 | 22,029 | 16,257 | 16,364 |
| Transmission ⁽¹⁰⁾ | 26,256 | 28,187 | 28,661 | 20,799 | 21,200 |
| Total Operating Expenses | <u>\$323,921</u> | <u>\$354,362</u> | <u>\$341,287</u> | <u>\$242,781</u> | <u>\$276,515</u> |
| EARNINGS BEFORE INTEREST, DEPRECIATION AND REGULATORY ADJUSTMENT | \$ 99,765 | \$104,740 | \$104,696 | \$ 78,255 | \$172,735 |
| Debt Service ⁽¹¹⁾⁽¹⁶⁾ | 92,445 | 102,401 | 91,610 ⁽¹²⁾ | 78,339 | 149,911 |
| Net Available for Other Purposes ⁽¹³⁾ | <u>\$ 7,320</u> | <u>\$ 2,339</u> | <u>\$ 13,086</u> | <u>\$ (84)</u> | <u>\$ 22,824</u> |
| Net Sales to Participants (GWh) | 5,692 | 5,554 | 5,664 | 4,064 | 3,915 |
| Net Power Costs to Participants (Cost/MWh) ⁽¹⁴⁾ | \$69.69 | \$76.36 | \$72.97 | \$70.86 | \$78.61 |
| Days Cash on Hand..... | 225 | 167 | 177 | 190 | 162 |

- (1) Based on actual cash flows in accordance with the Resolution. Amounts will differ from FMPPA's audited financial statements as all accruals, amortizations, unrealized liabilities and unrealized gains and losses have been excluded from these amounts
- (2) Participant billing in 2017 was higher due primarily to higher natural gas prices.
- (3) Investment earnings on balances of all accounts. Interest accruals were adjusted out and the non-cash mark-to-market adjustments were removed from the corresponding amount reflected in FMPPA's audited financial statements to provide a cash-based amount for this presentation.
- (4) Accounts receivable from/(payable to) Participants due to under/(over) recoveries.
- (5) Amounts that will be refunded to or collected from the Participants in fiscal year 2019.
- (6) Sales to Others in 2016 included sales of \$22,413,000 to FMPP, in 2017 included sales of \$26,623,000 to FMPP and in 2018 included sales of \$18,048,000 to FMPP.
- (7) FMPPA's share of operation and maintenance expenses, excluding fuel, allocated to the Project
- (8) This amount was adjusted from the corresponding amount reflected in FMPPA's audited financial statement by removing a non-cash amortization for an investment in Public Gas Partners, Inc.
- (9) Administrative and general expenses for OUC, KUA, FMPPA and NextEra allocated to the Project.
- (10) Includes transmission charges over the transmission systems of FPL, DEF and OUC.
- (11) Amounts paid from Revenues with respect to principal of and interest on Bonds and any other indebtedness issued under the Resolution.
- (12) Amounts funded in fiscal year 2018 for interest and principal on the bonds plus swap payments, differs from financial statement as all accruals have been removed from this number.
- (13) Net Available for Other Purposes reflects the impact of accrual accounting on a cash-basis rate and budget process.
- (14) Net power costs are driven primarily by changes in fuel costs.
- (15) See "THE POWER SUPPLY CONTRACTS – Withdrawal of Vero Beach."
- (16) Increase from nine-month period ending June 30, 2018 to nine-month period ending June 30, 2019 is primarily due to cash inflows and operational changes due to the transfer and assignment to the Project by Vero Beach of its Power Entitlement Shares in the Stanton Project, Stanton II Project and St. Lucie Project. See "THE POWER SUPPLY CONTRACTS – Withdrawal of Vero Beach."

(Numbers may not add due to rounding)

THE PROJECT PARTICIPANTS

Description of the Participants

The Project has fourteen Participants, of which thirteen are currently purchasing capacity and energy from the Project. The thirteen active Participants in the Project are ten Florida municipal corporations, a utility board and two utility authorities. Among the economic factors important to the Participants are agriculture, tourism, retirement and light manufacturing. Each Participant owns and operates its own retail electric distribution system. During the calendar year ended December 31, 2018, these systems sold in the aggregate approximately 5,783 GWh of electric services (including sales to other electric utilities), served approximately 261,147 customer accounts and incurred a coincident peak demand of approximately 1,239 MW.

For a discussion of the status of Starke, Lake Worth, Fort Meade, Green Cove Springs, KUA and Key West, see “THE POWER SUPPLY CONTRACTS – Elections of Certain Participants” and “– Withdrawal of Vero Beach.” Vero Beach withdrew as a Member of FMPA and as a Participant in the Project in December 2018. See “THE POWER SUPPLY CONTRACTS – Withdrawal of Vero Beach” herein.

As set forth in APPENDIX A hereto, the Participants in the Project are also participants in various other projects of FMPA. See “OTHER FMPA PROJECTS.”

Major Participants’ Historical Net Energy Requirements and Peak Demand

The following table summarizes the historical net energy requirements and aggregate non-coincident peak demand of the four Major Participants. See “INTRODUCTION – The Major Participants.”

**MAJOR PARTICIPANTS’
HISTORICAL NET ENERGY REQUIREMENTS AND PEAK DEMAND
By Fiscal Year
(ending September 30)**

**Net Energy Requirements (GWh)
(for native load)**

| Fiscal Year | Jacksonville Beach | Key West* | KUA* | Ocala |
|-------------|--------------------|-----------|-------|-------|
| 2014 | 734 | 770 | 1,445 | 1,263 |
| 2015 | 739 | 780 | 1,508 | 1,295 |
| 2016 | 757 | 800 | 1,586 | 1,337 |
| 2017 | 721 | 764 | 1,581 | 1,297 |
| 2018 | 744 | 746 | 1,624 | 1,327 |

*See “THE POWER SUPPLY CONTRACTS – Elections of Certain Participants.”

Non-Coincident Peak Demand (MW)

| Fiscal Year | Jacksonville Beach | Key West* | KUA* | Ocala |
|-------------|--------------------|-----------|------|-------|
| 2014 | 192 | 144 | 327 | 285 |
| 2015 | 195 | 147 | 335 | 287 |
| 2016 | 196 | 148 | 354 | 295 |
| 2017 | 171 | 148 | 353 | 291 |
| 2018 | 211 | 146 | 356 | 297 |

*See “THE POWER SUPPLY CONTRACTS – Elections of Certain Participants.”

Major Participants

APPENDIX B contains certain information about the Major Participants in the Project.

OTHER FMPA PROJECTS

Introduction

In addition to the Project, FMPA has six other projects (“Other Projects”) in which various Members (including some or all of the Participants) participate, including five power supply projects – Stanton Project, Stanton II Project, St. Lucie Project, Tri-City Project and Solar Project – and the Initial Pooled Loan Project.

Each Other Project has been financed, as applicable, by FMPA through senior and, in some cases, subordinated debt (other than the Solar Project, although the Solar Project may in the future be financed through senior and/or subordinated debt). All debt for a particular Other Project has been issued under various resolutions of FMPA that are applicable only to that Other Project. All debt incurred for a particular Other Project is secured only by the revenues of that Other Project. Therefore, the revenues of a particular Other Project are not security for the FMPA debt issued for the Project or for all Other Projects.

In the case of the Stanton, Stanton II, St. Lucie and Tri-City Power Sales Contracts and Project Support Contracts, as amended, and the Solar Project Power Sales Contracts, the obligation of a Participant for its share of the costs of an Other Project under the Power Sales Contract for that Other Project is payable solely from the Participant’s electric or integrated utility system revenues and are operating expenses of such system, payable on a parity with the system’s operation and maintenance expenses and before debt service on the system’s senior and subordinated debt. Payment by a Participant of its share of the costs of an Other Project under the Project Support Contract for an Other Project will be made only after payment of all of its system’s current operating and maintenance expenses and debt service on the system’s senior and subordinated debt.

The following is a brief description of each of the Other Projects. APPENDIX A describes each Member’s participation in any FMPA Project.

Stanton Project

The Stanton Project consists of a 14.8193% undivided ownership interest of FMPA in Stanton Unit No. 1. Stanton Unit No. 1 is one of the two-unit coal fired electric generators at the Stanton Energy Center. Stanton Unit No. 1 was constructed, and is operated, by OUC. Power from the Stanton Project is transmitted to the Stanton Participants utilizing the transmission systems of OUC and FPL under the respective contracts with each system. The FPL transmission for the Stanton Project Participants that also participate in the Project (Fort Pierce and Starke) is included in the All-Requirements Power Supply Project Network Transmission Service Agreement with FPL which terminates in 2026. Lake Worth’s power from the Stanton Project is delivered to the transmission interface between OUC, FPL and DEF and is considered delivered to the respective participants by the Stanton Project at that point. Lake Worth has separately acquired Network Integration Transmission Service from FPL for delivery from the OUC/FPL interface to Lake Worth. The remaining Stanton Project Participant in FPL’s territory (Homestead) receives its transmission service under the Transmission Service Agreement between FMPA and FPL which terminates upon the earlier of retirement of Stanton Unit No. 1 or December 31, 2026. The transmission agreement with OUC expires on the earlier of retirement of Stanton Unit No. 1 or June 2027.

In addition to the ownership of FMPA in Stanton Unit No. 1 representing FMPA’s Stanton Project, the other co-owners of undivided ownership interests in Stanton Unit No. 1 are (i) OUC, which owns 68.5542%, (ii) FMPA, which owns 5.3012% as part of the Tri-City Project discussed below, (iii) FMPA, which owns 6.506% as part of the Project, and (iv) KUA, which owns 4.8193%.

Following debt service payments to be made on October 1, 2019, for which moneys have already been deposited with the bond trustee, FMPA will not have any outstanding debt for the Stanton Project.

All debt of FMPA issued for the Stanton Project is payable from amounts payable by the participants in the Stanton Project under power sales contracts and project support contracts of the type described above under “OTHER FMPA PROJECTS – Introduction.” Each participant in the Stanton Project is responsible under its power sales contract and project support contract for the costs of the Stanton Project in the amount of its participation share in the Stanton Project as shown on APPENDIX A subject to applicable step-up provisions.

Stanton Unit No. 1 began commercial operation on July 1, 1987. The availability factor has averaged 87.4% since that time. For the last five fiscal years, the availability factor has ranged from a low of 61.8% in 2016 to a high of

90.5% in 2015. The availability factor in fiscal year 2018 was 90.4%. For the last five fiscal years, Stanton Project power costs billed to its participants have ranged from approximately 8.3 to 14.2 cents per kWh, and were 8.3 cents per kWh for fiscal year 2018.

The determination to retire Stanton Unit No. 1 will be made by OUC.

Other than the bonds issued with respect to any refunding relating to the Stanton Project and as described under “THE PROJECT – Project Generating Facilities Owned by FMPA as Part of the Project – Stanton Units,” FMPA has no present intention to issue any additional debt for the Stanton Project. [To the extent that additional funds are needed for capital expenditures for the Stanton Project, FMPA expects that it would issue bonds, borrow from the Initial Pooled Loan Project, or seek bank financing.]

On December 17, 2018, the Project took a transfer and assignment of Vero Beach’s 32.521% Power Entitlement Share (21.3 MW) in the Stanton Project. See “THE POWER SUPPLY CONTRACTS – Withdrawal of Vero Beach” for additional information regarding the withdrawal of Vero Beach from the All-Requirements Power Supply Project.

Stanton II Project

The Stanton II Project consists of a 23.2367% undivided ownership interest of FMPA in the Stanton Energy Unit No. 2. Stanton Unit No. 2 is the second of the two-unit coal fired electric generators at the Stanton Energy Center of OUC. Stanton Unit No. 2 was constructed, and is operated by, OUC. Power from the Stanton II Project is transmitted to the participants utilizing the transmission systems of OUC, FPL and DEF under the respective contracts with each system. The FPL transmission for the Stanton II Project Participants that also participate in the Project (Fort Pierce, Key West, and Starke) is included in the All-Requirements Power Supply Project Network Transmission Service Agreement with FPL which terminates in 2026. The remaining Stanton II Project Participant in FPL’s territory (Homestead) receives its transmission service under the Transmission Service Agreement between FMPA and FPL which terminates upon the earlier of retirement of Stanton Unit No. 2 or December 31, 2032. The transmission agreement with OUC expires on the earlier of retirement of Stanton Unit No. 2 or June 2036.

In addition to the ownership of FMPA in Stanton Unit No. 2 representing FMPA’s Stanton II Project, the other co-owners of undivided ownership interests in Stanton Unit No. 2 are (i) OUC, which owns 71.5909%, and (ii) FMPA, which also owns 5.1724% as part of the Project.

Following debt service payments to be made on October 1, 2019, for which moneys have already been deposited with the bond trustee, FMPA will have outstanding \$112,054,000 of senior bonds and \$0 of subordinated debt issued for the Stanton II Project, the final maturity of which is October 1, 2027.

All debt of FMPA issued for the Stanton II Project is payable from amounts payable by the participants in the Stanton II Project under power sales contracts and project support contracts of the type described above under “OTHER FMPA PROJECTS – Introduction.” Each participant in the Stanton II Project is responsible under its power sales contract and project support contract for the costs of the Stanton II Project in the amount of its participation share in the Stanton Project as shown on APPENDIX A.

Stanton Unit No. 2 began commercial operation on June 1, 1996. The availability factor has averaged 87.9% since that time. For the last five fiscal years, the availability factor has ranged from a low of 84.8% in 2018 to a high of 89.9% in 2015. For the last five fiscal years, Stanton II Project power costs billed to its participants have ranged from approximately 7.7 to 8.5 cents per kWh, and were 8.5 cents per kWh for fiscal year 2018.

Other than the bonds issued with respect to any refunding relating to the Stanton II Project, FMPA has no present intention to issue any additional debt for the Stanton II Project. To the extent that additional funds are needed for capital expenditures for the Stanton II Project, FMPA expects that it would issue bonds, borrow from the Initial Pooled Loan Project, or seek bank financing.

On December 17, 2018, the Project took a transfer and assignment of Vero Beach’s 16.4887% Power Entitlement Share (17.2 MW) in the Stanton II Project. See “THE POWER SUPPLY CONTRACTS – Withdrawal of Vero Beach” for additional information regarding the withdrawal of Vero Beach from the All-Requirements Power Supply Project.

St. Lucie Project

The St. Lucie Project consists of an 8.806% undivided ownership interest of FMPA in St. Lucie Unit No. 2, a pressurized water nuclear generating unit with a summer seasonal net capacity of approximately 984 MW (“St. Lucie Unit No. 2”). St. Lucie Unit No. 2 is part of FPL’s two-unit nuclear generating station located in St. Lucie County, Florida. St. Lucie Unit No. 2 was constructed and is operated by FPL. In addition to St. Lucie Unit No. 2, FPL also owns and operates, as part of the St. Lucie nuclear generating station, the St. Lucie Unit No. 1 pressurized water nuclear electric generating unit which has a summer net capacity of approximately 978 MW (“St. Lucie Unit No. 1”). St. Lucie Units No. 1 and 2 are similar units.

The St. Lucie Project also is party to a Reliability Exchange between FMPA and FPL under which FMPA exchanges with FPL 50% of its share of the output from St. Lucie Unit No. 2 for a like amount from St. Lucie Unit No. 1 in order to provide output when St. Lucie Unit No. 2 is out of service. The result of this exchange is that if St. Lucie Unit No. 2 is out of service, FMPA obtains 50% of its entitlement from St. Lucie Unit No. 1, and if St. Lucie Unit No. 1 is out of service 50% of FMPA’s entitlement from St. Lucie Unit No. 2 is provided to FPL. The Reliability Exchange initially expired on the earlier of (a) the retirement of St. Lucie Units No. 1 and No. 2, and (b) October 1, 2017. FMPA and FPL have agreed to extend the reliability arrangements beyond the initial expiration date of October 1, 2017 to October 1, 2022, although either party has the unilateral right to terminate the agreement upon 60 days’ notice.

St. Lucie Unit No. 2 began commercial operation in August 1983. The capacity factor has averaged 84.1% since that time. For the last five fiscal years, the capacity factor has ranged from a low of 81.1% in 2014, to a high of 92.5% in 2016. The capacity factor for 2018 was 88.1%. For the last five fiscal years, St. Lucie Project power costs billed to its participants have ranged from approximately 7.8 cents to 8.1 cents per kWh, and were 7.8 cents per kWh for fiscal year 2018.

In addition to the ownership of FMPA in St. Lucie Unit No. 2 representing FMPA’s St. Lucie Project, the other co-owners of undivided ownership interests in St. Lucie Unit No. 2 are (i) FPL, which owns 85.10449% and (ii) OUC, which owns 6.08951%.

The term of the operating licenses for St. Lucie Unit No. 1 and St. Lucie Unit No. 2 are currently scheduled to expire in 2036 and 2043, respectively, as the result of the Nuclear Regulatory Commission (“NRC”) granting 20-year operating license renewals for each unit. FPL has indicated that it plans to operate into the extended license periods and that it will periodically review the prudence and economics of continued operations. FMPA may issue bonds relating to the St. Lucie Project to finance its portion of the costs associated with the extension.

In 2012, a project to increase the electrical generating capacity of St. Lucie Units No. 1 and No. 2 (the “Extended Power Uprate Project”) was completed. The Extended Power Uprate Project increased the capacity owned by FMPA through the St. Lucie Project by approximately 13 MW.

FMPA has contracts with FPL and OUC to transmit power and energy from St. Lucie Units No. 1 and No. 2 to the participants in the St. Lucie Project. During 2016, the transmission contract with FPL was amended to extend the agreement beyond its original expiration date of October 1, 2017. The amended transmission contract with FPL expires on October 1, 2042, unless terminated earlier upon mutual agreement of the parties or upon the retirement of St. Lucie Unit No. 2. The transmission contract with OUC ends in 2023 or such earlier time as FMPA is no longer entitled to receive output from the St. Lucie Project.

FPL is responsible for obtaining the fuel for both St. Lucie Units No. 2 and No. 1. FPL supplements wet storage of spent fuel assemblies for St. Lucie with a dry storage process utilizing dry storage containers encased in concrete. This process extends FPL’s capability to store spent fuel indefinitely.

Following debt service payments to be made on October 1, 2019, for which moneys have already been deposited with the bond trustee, FMPA will have outstanding \$125,335,000 of senior bonds issued for the St. Lucie Project, the final maturity of which is October 1, 2026. FMPA, with respect to the St. Lucie Project, also, as of July 31, 2019, has on deposit securities with a maturity value of approximately \$63.9 million, which FMPA anticipates will be used, together with other available funds, to retire the senior bonds issued for the St. Lucie Project on or before October 1, 2026. [To the extent that additional funds are needed for capital expenditures for the St. Lucie Project, FMPA expects that it would issue bonds, borrow from the Initial Pooled Loan Project, or seek bank financing.]

All debt of FMPA issued for the St. Lucie Project is payable from amounts payable by the participants in the St. Lucie Project under power sales contracts and project support contracts of the type described above under “OTHER FMPA PROJECTS – Introduction.” Each participant in the St. Lucie Project is responsible under its power sales contract and project support contract for the costs of the St. Lucie Project in the amount of its participation share in the St. Lucie Project as shown in APPENDIX A.

On December 17, 2018, the All-Requirements Power Supply Project took a transfer and assignment of Vero Beach’s 15.202% Power Entitlement Share (13.2 MW) in the St. Lucie Project. See “THE POWER SUPPLY CONTRACTS – Withdrawal of Vero Beach” for additional information regarding the withdrawal of Vero Beach from the All-Requirements Power Supply Project.

Tri-City Project

The Tri-City Project consists of a 5.3012% undivided ownership interest of FMPA in Stanton Unit No. 1. FMPA has contracts with both OUC and FPL to transmit the power and energy from Stanton Unit No. 1 to the participants in the Tri-City Project. See “OTHER FMPA PROJECTS – Stanton Project” above for a further discussion of Stanton Unit No. 1.

Following debt service payments to be made on October 1, 2019, for which moneys have already been deposited with the bond trustee, FMPA will not have any outstanding debt for the Tri-City Project. [To the extent that additional funds are needed for capital expenditures for the Tri-City Project, FMPA expects that it would issue bonds, borrow from the Initial Pooled Loan Project, or seek bank financing.]

All debt of FMPA issued for the Tri-City Project is payable from amounts payable by the participants in the Tri-City Project under power sales contracts and project support contracts of the type described above under “OTHER FMPA PROJECTS – Introduction.” Each participant in the Tri-City Project is responsible under its power sales contract and project support contract for the costs of the Tri-City Project in the amount of its participation share in the Tri-City Project as shown on APPENDIX A.

For the last five fiscal years, Tri-City Project power costs to its participants have ranged from approximately 8.7 cents to 14.8 cents per kWh, and were 8.7 cents per kWh for fiscal year 2018.

Solar Project

In March 2018, the FMPA Board approved the formation of the Solar Project, as a sixth FMPA power supply project, and FMPA has entered into a power purchase agreement for 57 MW-ac of solar energy on behalf of six (6) FMPA members that are participants in the Solar Project. FRP is developing three solar sites totaling 223.5 MW-ac to be located in Florida with expected in-service dates of June 30, 2020 for two of the solar sites. The third site is experiencing delays associated with interconnection issues and will achieve commercial operation on a future date that has not yet been determined. FMPA is working with FRP to mitigate these delays. The Project will receive a portion of one of these sites, with the remainder of the associated capacity and energy going to OUC and five (5) Participants, as discussed previously.

The Solar Project is not expected to incur debt since most cost obligations under the power purchase agreement are tied to actual energy produced and does not include any fixed capacity charges. However, any debt of FMPA that may be issued for the Solar Project for reimbursable transmission improvements is payable from amounts payable by the participants in the Solar Project under power sales contracts of the type described above under “OTHER FMPA PROJECTS – Introduction.” Each participant in the Solar Project is responsible under its power sales contract for the costs of the Solar Project in the amount of its participation share in the Solar Project.

Environmental and Operational Compliance – Other Projects

FMPA believes that each of the Other Projects’ power generating resources is well-maintained and is in substantive compliance with all current environmental laws and operating permits. FMPA has budgeted capital and operating costs, based on current legal requirements and future requirements that are known and understood. Additional costs may arise from new statutes or changing regulations that cannot currently be predicted and could range from minimal to significant. See “ENVIRONMENTAL REGULATION.”

Initial Pooled Loan Project

FMPA has established the Initial Pooled Loan Project as a vehicle for the financing and refinancing of eligible utility-related projects by its members through the making of loans by FMPA to members of FMPA, FMPA itself, and FMPA, as agent for any of its other projects. In order to provide funds for the making of loans on a taxable or tax-exempt basis, Capital Bank has extended to FMPA a line of credit in the aggregate maximum principal amount of \$25,000,000.

Future Power Supply and Operations

In the future, FMPA may pursue additional power supply alternatives which, if shown to be economically feasible, will be made available to the membership. Power supply alternatives are examined by FMPA to determine if the resource can be competitive with other resources available to the Members or if there is some unique feature which justifies further study. A detailed engineering feasibility study is made for those projects which pass this initial screening process. Upon completion of the detailed study, the project is offered to those Members of FMPA not participating in the Project, who make individual participation decisions and/or to the Project where a decision to participate is made by a majority of the Project members.

STATE REGULATORY OVERSIGHT

In general, the rates of municipal electric utilities in Florida, including the Participants, are established by the governing bodies of such utilities. Under Chapter 366, Florida Statutes, the PSC has jurisdiction over municipal electric utilities to prescribe uniform systems and classifications of accounts, to require electric power conservation and reliability, to establish rules and regulations regarding cogeneration, to approve territorial agreements, to resolve territorial disputes, to prescribe rate structures and to prescribe and require the periodic filing of reports and other data. Pursuant to the rules of the PSC, rate structure is defined as "... the classification system used in justifying different rates between various customer classes." However, the PSC and the Florida Supreme Court have determined that, except as to rate structure, the PSC does not have jurisdiction over municipal electric utility rates, including those of the Participants. The PSC has not asserted any jurisdiction over the rates or rate structure of FMPA. The PSC also has the authority to determine the need for certain new transmission and generation facilities.

In 2014, the Office of the Florida Auditor General performed an operational audit of FMPA, as defined in section 11.45(1)(g), Florida Statutes. The objectives of this type of audit are, in general, to evaluate management's performance in establishing and maintaining internal controls, including controls designed to detect fraud, waste and abuse, as well as to evaluate management's performance in administering assigned responsibilities in accordance with applicable laws, rules, regulations, contracts and other guidelines. The final report, along with FMPA's response, is available at http://www.myflorida.com/audgen/pages/pdf_files/2015-165.pdf. The final report is not incorporated by reference herein and is not a part of this Official Statement.

The Auditor General's final report contained fifteen findings, five of which only concern the Project. FMPA subsequently addressed every audit finding and hired an independent consultant to advise it on two findings regarding natural gas hedging and implementation of the withdrawal provisions of section 29 of the Power Supply Contracts. The final consultant's report was presented to the Executive Committee in December 2015, and all follow-up work was completed by FMPA by August 2016.

During most years from 2008 to 2016, FMPA or its Members faced adverse legislative proposals in each annual session of Florida's Legislature. Most of these adverse legislative efforts were related to efforts by certain Vero Beach customers to attempt to force FMPA to grant Vero Beach contractual concessions for the benefit only of Vero Beach customers. Much of this legislation was sponsored by then-Representative Debbie Mayfield. No such adverse legislation was filed in the 2017 Legislative Session or the 2018 Legislative Session, which ended on March 11, 2018.

On February 16, 2017, Senator Debbie Mayfield requested the Joint Legislative Auditing Committee of the Florida Legislature to authorize a study of FMPA by the Legislature's Office of Program Policy Analysis and Government Accountability ("OPPAGA"). Senator Mayfield was the chair of the Joint Legislative Auditing Committee for the 2017 Legislative Session. The study is supposed to address specifically these nine matters:

- (a) Determine the extent to which the conditions recited in the Interlocal Agreement creating FMPA as justification for the creation of FMPA remain present.

- (b) Evaluate the feasibility of FMPA being regulated by the PSC and recommend a process for bringing FMPA within such regulation.
- (c) Evaluate the potential impacts of the orderly sale of FMPA's interest in power generation assets, including the impact of such a sale on FMPA's debt structure, and the wholesale and retail power markets in Florida.
- (d) Evaluate FMPA's actions in response to the 2015 report of FMPA by the Florida Auditor General, including any remedial or corrective actions taken by FMPA and the effectiveness of the same.
- (e) Evaluate the feasibility and costs of a municipality terminating its FMPA membership and make recommendations for legislative or other action that could reduce those costs.
- (f) Evaluate the feasibility of the orderly dissolution and liquidation of FMPA and recommend a process effectuating the same and providing for the protection of bondholders and other private contractual interests.
- (g) Identify and evaluate FMPA's wholesale rates as compared to the wholesale rates of Florida's investor-owned utilities.
- (h) Identify the benefits of FMPA's programs unrelated to the power generation (e.g. training) and whether such programs can be more efficiently provided by others.
- (i) Evaluate FMPA's fuel hedging practices.

The OPPAGA study was initially scheduled to begin on October 1, 2017. At the request of Senator Mayfield, that start date was delayed to January 1, 2018. As of the date of this Official Statement, no work on the study has, to FMPA's knowledge, commenced.

On January 30, 2019, the Florida Department of State submitted a proposed constitutional initiative petition to the Attorney General entitled "Right to Competitive Energy Market for Customers of Investor-Owned Utilities; Allowing Energy Choice." If the Supreme Court finds the initiative petition meets the requirements of state law, it can be placed on the ballot for Florida's voters as early as November 2020, provided that a total of 766,200 valid signatures are certified by February 1, 2020. As of [August 15, 2019] approximately [355,000] signatures have been certified. FMPA, all Florida's major investor-owned utilities, OUC, and a multitude of other parties, filed briefs opposing the initiative petition before the Supreme Court. The Supreme Court held oral arguments on August 28, 2019. A decision is likely before the end of 2019.

If approved by the Supreme Court, placed on the 2020 ballot, and adopted by Florida's voters, the initiative petition would have many serious consequences for FMPA, the Project, and the Participants. Although legislation would be required to enact the initiative petition, which legislation must be adopted by June 1, 2023, the effects of the initiative petition would include prohibiting FPL and DEF from owning generation and transmission assets, which would affect the Project and its ability to deliver power to Participants, and would affect the St. Lucie Project. Additionally, it would allow all retail customers of investor owned utilities to choose to purchase electricity from any provider of their choice, allow customers to generate and sell electricity to fellow customers, and establish a completely new competitive market in Florida for retail electricity. The Participants are entitled to opt into such new market under the terms of the initiative petition, but their retail electric and integrated utility businesses will be substantially and, possibly, negatively impacted. The sponsor of initiative petition, Citizens for Energy Choices, has made public statements, indicating it believes Florida's electric utility industry would be restructured much as the industry has been restructured in Texas. It is not possible to predict the Supreme Court's ruling, the likelihood of sufficient signatures being certified for the 2020 ballot, the likelihood of adoption by Florida's voters or, if adopted, the impact that implementing legislation may have on FMPA, the Project, and the Participants, except that such impact could be materially adverse.

CERTAIN FACTORS AFFECTING THE ELECTRIC UTILITY INDUSTRY

General

Several notable factors currently affect the electric utility industry, including increasing competition and related regulatory changes, financial difficulties faced by certain industry participants, and increasing costs of complying with environmental and other regulations. Public power utilities also are affected by factors related to their ability to issue tax-exempt obligations and restrictions on the ability to sell, to non-governmental entities, power and energy from generation

projects that are financed with outstanding, tax-exempt debt. FMPA and its members, including the Participants, also could be adversely affected by technological or market developments that change the relative costs of the electric power and energy that FMPA provides to the Participants in comparison with the costs of electric power and energy that is available from other utilities in Florida. FMPA cannot predict what effects these factors will have on the business, operations and financial condition of FMPA or the Participants, but the effects could be significant.

The following sections provide brief discussions of certain of these factors. These discussions do not purport to be comprehensive or definitive, and these matters are subject to change after the date of this Official Statement. Extensive information on the electric utility industry is available from legislative and regulatory bodies and other sources in the public domain.

Energy Policy Act of 1992

The Energy Policy Act of 1992 (the “Energy Policy Act”) made fundamental changes to federal regulation of the electric utility industry, particularly in the area of transmission access. The purpose of the changes was, in part, to bring about increased wholesale electric competition. The Energy Policy Act authorized FERC – upon application by an electric utility, federal power marketing agency, or other power generator – to require a transmitting utility to provide transmission services to the applicant on a cost-of-service basis. Municipally-owned electric utilities are “transmitting utilities” for this purpose. At this time, FERC does not have the authority to require “retail wheeling,” under which a distribution customer of one utility could purchase electricity from another utility or from a non-utility power generator.

In addition to providing for transmission access, the Energy Policy Act required states and utilities to consider adopting integrated resource planning (“IRP”), which allows utility investments in conservation and other demand-side management techniques to be at least as profitable as supply investments. The PSC statutory and regulatory requirements do not specifically subject utilities in Florida to IRP, but when taken together equate to an IRP requirement. The most recent IRP was completed in February 2015. See “THE PROJECT – Future Power Supply.” The Energy Policy Act also established new efficiency standards in industrial and commercial equipment and lighting and required states to establish commercial and residential building codes with energy efficiency standards. Energy efficiency must also be included in utilities’ IRPs.

FERC Transmission Initiatives

On April 24, 1996, FERC issued two rules on transmission access. Order No. 888 required all FERC-jurisdictional utilities to provide transmission service on a non-discriminatory basis. As part of Order No. 888, FERC established a *pro forma* Open Access Transmission Tariff (“OATT”). Order No. 889 established the rules of conduct for open-access providers, including a requirement to separate operationally power sales from transmission. Municipally-owned electric utilities, including FMPA and the Participants, are not subject to FERC jurisdiction under these orders but may be denied transmission service by a FERC-jurisdictional utility if FMPA and the Participants do not offer comparable transmission services. To meet this “reciprocity” requirement, FMPA offers transmission service through a tariff that is comparable to FERC’s *pro forma* OATT.

2005 Energy Policy Act

The 2005 Energy Policy Act was enacted on August 8, 2005. Among other things, the 2005 Energy Policy Act: (a) authorizes FERC to require non-FERC jurisdictional utilities (including FMPA) to provide open access to their transmission systems and to comply with certain rate change provisions of section 205 of the FPA; (b) authorizes FERC to order refunds for certain short-term, wholesale sales by state and municipal power entities (including FMPA) if such sales violate FERC-approved tariffs or FERC rules; (c) allows load-serving entities that hold certain firm transmission rights to continue to use those rights to serve their customers; (d) provides for the establishment of a national electric reliability organization (“ERO”) to develop and enforce, subject to FERC’s oversight, mandatory reliability standards for operation of the transmission grid; (e) prohibits market manipulation and submission of false information and expands civil and criminal penalties for violation of the FPA; (f) gives FERC certain authority to issue construction permits for transmission projects that are to be located in “national interest electric transmission corridors” (to be designated by the Department of Energy); (g) eliminates certain ownership restrictions on qualifying cogeneration and small power production facilities under section 210 of the Public Utility Regulatory Policies Act (“PURPA”) and authorizes FERC to eliminate prospectively utilities’ obligation to purchase from these qualifying facilities; (h) requires state utility regulatory commissions and “non-regulated electric utilities” to consider adopting certain standards on net metering, fuel diversity, fossil fuel plant diversity, certain metering and time-based rate schedules and demand response, and interconnection with

distributed generation facilities*; (i) replaces regulation of utility holding companies under the Public Utility Holding Company Act of 1935 with more limited oversight of such companies; (j) increases FERC's authority to review mergers of public utility companies; and (k) directs FERC to establish, for transmission companies whose rates are regulated by FERC, rate incentives to invest in transmission.

FERC's implementation of the 2005 Energy Policy Act includes: transmission pricing reform and issuance of rules on the construction of transmission facilities in national interest corridors. Three other, notable implementation efforts are as follows:

First, in February 2007, FERC issued Order No. 890 to reform the *pro forma* OATT. Order No. 890 reaffirmed many elements of Order No. 888, including: (a) the comparability requirement under which a transmission owner must provide, to third-party users, service that is comparable to the transmission owner's use of its system; (b) protections for native load customers; and (c) the reciprocity requirement for non-jurisdictional transmission owners, which include FMPA. Order No. 890's reforms include: (a) greater consistency and transparency in calculating available transmission capacity; (b) open, coordinated and transparent planning; (c) reforms of penalties for energy imbalances; (d) reform of FERC's policy on rollover rights; and I increased transparency and customer access to information.

All public utilities that own or control transmission facilities, including RTOs and Independent System Operators ("ISO"), were required to file revisions to their OATT to conform to *pro forma* language adopted in Order No. 890. As a non-public (non-jurisdictional) utility, FMPA is not required to file an OATT with FERC. However, in order to satisfy the reciprocity requirement, FMPA's OATT conforms with the revisions to the *pro forma* OATT adopted by FERC in Order No. 890. FMPA participated in joint transmission planning efforts that were conducted by the FRCC to address the need for new transmission facilities in the Central Florida region. FMPA plans to participate in ongoing transmission planning processes that were called for in Order No. 890 to the extent provided for by the transmission owning utilities in Florida.

Second, in March 2007, FERC issued Order No. 693 to provide for the development of mandatory, national and regional reliability standards. The standards apply to all users, owners and operators of the bulk-power system in the United States (other than Alaska or Hawaii), including FMPA. FERC certified the NERC as the ERO and several regional entities to develop and enforce the standards. The first set of mandatory, national reliability standards took effect on June 18, 2007. FRCC was one of the regional entities that was responsible for monitoring and enforcing compliance with approved reliability standards. FMPA was registered with FRCC from May 29, 2007 until July 1, 2019 when FRCC dissolved as a Regional Entity. FMPA is now registered with SERC. FMPA has programs in place to ensure that it meets the standards. FMPA also provides assistance to certain of its members regarding compliance with the standards.

During a 2009 compliance audit, FRCC found that FMPA had violated certain reliability standards by failing to establish facility rating for its breakers at its Treasure Coast Energy Center. On November 17, 2010, FMPA and FRCC executed a settlement agreement related to these violations. FRCC determined that the violations were not a serious or substantial risk to the bulk power system. The settlement agreement required FMPA to pay a \$13,600 penalty and follow certain mitigation and remediation plans. FERC approved the settlement agreement on December 30, 2010. FMPA completed the required mitigation actions and preventative measures. FMPA has had no fineable reliability standards violations since. During August 2019, FERC completed the most recent compliance audit of FMPA, with no findings.

Third, in July 2011, FERC issued Order No. 1000 to build on certain of its reforms in Order No. 888 and Order No. 890. Order No. 1000's requirements apply only to "new transmission facilities" and include: (a) the consideration and evaluation of possible transmission alternatives at a regional transmission planning level and the development of a regional transmission plan; (b) the development of procedures for interregional planning to determine whether interregional transmission facilities are more efficient or cost effective than certain regional facilities; (c) the development of methods for regional and interregional cost allocation that is roughly commensurate with the estimated benefits; and (d) for those projects eligible for cost sharing, removal of transmission providers' "right of first refusal" in order to allow competition from nonincumbent developers.

All public utility transmission providers were required to make compliance filings on regional planning and cost allocation within 12 months of the effective date and on interregional planning and cost allocation within 18 months of the effective date. In general, Order No. 1000 permits each region to develop its own processes and procedures to comply with the requirements. FRCC hosted a stakeholder process to discuss proposals for compliance with Order No. 1000, and the Florida transmission providers submitted initial compliance filings with FERC in October 2012. On three occasions,

* FMPA is exempt from these requirements of PURPA because FMPA sells power only at the wholesale level and does not sell power at the retail level.

FERC partially accepted and partially rejected the transmission providers' compliance filings, and directed them to refile. The Florida utilities' response to Order No. 1000 was approved by FERC in August 2015, and the process has since been implemented by FRCC. To date, the Order No. 1000 process has not resulted in any negative consequences to FMPA or the Participants.

Fresh Water Supplies

Unprecedented increases in demand for fresh water supply in Florida has had an effect on the electric utility industry, as the regulating agencies develop programs and activities to address local and regional water resource planning. Electric generators will continue to be required to consider utilization of more expensive alternative sources of water and to limit consumptive use of the state's water resources.

ENVIRONMENTAL REGULATION

FMPA's electric utility operations are subject to extensive environmental regulation. Federal, state, regional and local standards and procedures regulate the environmental impact of FMPA's projects and facilities. These regulations are complex and constantly changing. Consequently, there is no assurance that FMPA's operations will remain subject to the regulations currently in effect, will always be in compliance with future regulations or will always be able to obtain all required operating permits. Compliance with environmental standards is expensive, and difficulties in complying with environmental regulations and permits or changing requirements can increase FMPA's costs of construction, maintenance, refurbishment and operation. The failure to comply or to invest adequately to maintain compliance can result in the curtailment or complete shutdown of individual electric generating units and/or in the imposition of civil and/or criminal penalties. FMPA cannot predict whether future changes to existing legislation, regulations or permits will be enacted or promulgated in a form that will affect FMPA's operations, or the costs that might be incurred if such changes are enacted or promulgated.

Air Pollution Prevention and Control

FMPA's operations are subject to a wide range of regulations governing emissions of air pollutants and pollution control requirements. In addition to regulating conventional contaminants, such as nitrogen oxides ("NO_x"), sulfur dioxide ("SO₂"), ozone, and fine particulate matter ("PM_{2.5}"), existing state and federal regulations impose permitting and pollution control requirements to assess and reduce emissions of carbon dioxide ("CO₂"), in connection with the construction of new, major stationary sources or significant modifications of such sources. In addition, various programs impose new regulation upon existing major stationary sources, including fossil fuel-fired electricity generating units.

New Source Review. EPA and states regularly pursue New Source Review ("NSR") enforcement actions for certain modifications made in the past to air emission units without prior approval under NSR requirements. Additionally, private citizens can bring citizen lawsuits to enforce NSR requirements. If modifications conducted at facilities in the past were, or in the future are, significant modifications made without NSR, such modifications may result in enforcement action or citizen suits; including possible enforcement for routine maintenance, repair and replacement events that may trigger NSR. FMPA and OUC evaluate facility modifications on a regular basis for potential regulatory impacts, including NSR. There are no current plans for modifications that would require NSR review. FMPA and OUC have not received any notice of any activity or communication from EPA, the state, or private citizens regarding NSR violations at Project facilities.

Acid Rain Program. EPA's acid rain program requires nationwide reductions of SO₂ and NO_x emissions from electric utility generating units by allocating emission allowances to power plants based on historical or calculated levels. Both SO₂ and NO_x emissions were "capped," and allowances were allocated at levels that declined over time to reduce overall emissions. New and existing FMPA facilities must operate in compliance with these requirements. FMPA has budgeted for such compliance activities and does not anticipate any unexpected acid rain program compliance issues or costs.

Cross-State Air Pollution Rule. EPA's updated modeling under the Cross-State Air Pollution Rule ("CSAPR"), based on 2008 and 2015 ozone National Ambient Air Quality Standards ("NAAQS"), indicates that the state of Florida does not contribute significantly to ozone air quality problems in downwind states. As a result, the state of Florida has been removed from the CSAPR program, effective May 1, 2017. If CSAPR is reinstated in Florida on a future date as a result of updated modeling, FMPA and OUC will operate in accordance with the updated rule.

Mercury and Air Toxics Standards. In 2012, EPA finalized a rule, called the Mercury and Air Toxics Standards (“MATS”), to reduce emissions of toxic air pollutants, including mercury, from electric generating facilities, and subsequently amended the rule in 2013 and 2014. The MATS set technology-based emission limitation standards for mercury and other toxic air pollutants, reflecting levels achieved by the best performing coal- and oil-fired electric generating units currently in operation. The final rule set standards for all hazardous air pollutants emitted by coal- and oil-fired electric generating units with a capacity of 25 megawatts or greater.

In June 2015, the U.S. Supreme Court determined that EPA’s rule did not properly consider costs in developing the MATS and directed EPA to address costs. In response to the Supreme Court’s decision, on April 14, 2016, EPA issued a cost consideration and a final finding that it is appropriate and necessary to set standards for emissions of air toxics from coal-and oil-fired power plants. EPA’s final finding has been challenged in the U.S. Court of Appeals for the District of Columbia. The Court of Appeals suspended proceedings in that challenge following an EPA request to delay the proceedings in light of the change in Administration. In February 2019, EPA proposed revisions to its appropriate and necessary finding. EPA is expected to finalize a revised appropriate and necessary finding in November 2019.

The MATS rule, despite the pending legal proceedings, is still in effect as finalized, and applies to Stanton Units 1 and 2, which are currently in compliance with requirements for all pollutants under MATS.

Ozone National Ambient Air Quality Standards. On October 26, 2015, EPA published final rules establishing NAAQS for ground level ozone, strengthening the primary and secondary standards from 75 ppb to 70 ppb. EPA also finalized the extended ozone season in Florida, to a twelve-month, or annual, season. On November 16, 2017, EPA published the final rule designating 61 of Florida’s 67 counties as attainment/unclassifiable. On June 4, 2018, EPA published designations for the remaining six counties, designating all as attainment/unclassifiable, with the exception of Duval County. On August 18, 2019, EPA proposed re-designation of Duval County to attainment/unclassifiable. FMPPA’s facilities are all located within attainment areas and are not impacted by the unclassifiable designation of Duval County. Current data provided by FDEP indicates that all areas of Florida will be in attainment with the revised standards.

EPA Regulatory Actions for Power Plants

On October 23, 2015, EPA published final performance standards for carbon emissions from new, modified and reconstructed electric generating units, establishing standards of performance for CO₂ emissions from these units. Since FMPPA has no immediate plans to develop, modify or reconstruct any units, this rule is not currently applicable to FMPPA. On the same date, EPA issued final guidelines for Existing Power Plants, called the Clean Power Plan (“CPP”), which requires states to regulate CO₂ emissions from existing fossil fuel-fired power plants.

On February 9, 2016 the United States Supreme Court in a 5-4 decision blocked implementation of CPP pending a court challenge by 29 states, various corporations and industry groups.

On March 28, 2017, President Trump issued a broad Executive Order addressing United States climate change policy, directing EPA to immediately review the CPP and the performance standards for new, modified and reconstructed units. On the same date, EPA asked the U.S. Court of Appeals for the D.C. Circuit to hold in abeyance the challenges to the CPP and new unit standards while EPA works to repeal and replace the rule. On July 8, 2019, EPA issued a final rule that would repeal the CPP and also finalized the Affordable Clean Energy (“ACE”) rule to replace the CPP, and the rule became effective on September 6, 2019. The ACE rule requires efficiency improvements for some coal-fired power plants. The rule is expected to be challenged.

Due to the pending legal challenges and rulemaking proceedings initiated by EPA, it is unclear when, if at all, regulation of CO₂ emissions from existing units may become effective. FMPPA continues to actively monitor these activities and will participate in such proceedings as necessary. FMPPA remains well-positioned for compliance with CO₂-related emissions regulation, due to high reliance on Natural Gas Combined Cycle (“NGCC”) generation. The impact to FMPPA and operations will depend on the development and implementation of applicable regulations and available technologies and cannot be determined at this time.

Waste Management

The Comprehensive Environmental Response, Compensation and Liability Act (“CERCLA”). CERCLA requires cleanup of sites from which there has been a release or threatened release of hazardous substances and authorizes the EPA to take any necessary response action at the locations of such releases. The operation of coal-based generating facilities

produces coal ash and other wastes, which, if released on-site or disposed of inappropriately off-site, may result in liability for removal and cleanup, or the payment of damages.

Coal Ash. Coal-based generating facilities produce coal ash waste that requires disposal. In most cases, coal ash is disposed of in on-site landfills that require industrial solid waste permits, and the facility is responsible for the proper maintenance and monitoring of the landfill. On April 17, 2015, EPA published a final rule regulating the disposal of coal ash under subtitle D of RCRA. In July 2018, EPA finalized revisions to the CCR rule, but some of the revisions were remanded by the D.C. Circuit in August 2018. In July 2019, EPA proposed additional revisions to the CCR rule. Due to the rulemaking proceedings initiated by EPA and potential legal challenges, some of the requirements of the CCR rule could change over time. The coal ash rule currently in effect requires OUC to ensure structural integrity of existing landfills, follow certain operating criteria, and install groundwater monitoring wells, and may also require the investigation and monitoring of releases from landfills. These requirements apply to the Stanton Units. OUC has evaluated the impact of the CCR Rule and has developed a compliance strategy and does not expect that its costs for compliance with the CCR Rule will be material.

Additional Environmental Issues

Cooling Water. EPA published Rule 316(b) for cooling water intake on August 15, 2014, and the rule became effective on October 14, 2014. Section 316(b) of the Clean Water Act requires EPA to issue regulations on the design and operation of cooling water intake structures in order to minimize adverse environmental impacts. The rule is applicable to sites subject to permitting requirements under the National Pollutant Discharge Elimination System (“NPDES”) that withdraw cooling water from waters of the U.S. and have design intake flows greater than 2 MGD. The rule requires that the location, design, construction, and capacity of cooling water intake structures reflect the best technology available for minimizing adverse environmental impacts.

The Section 316(b) rule applies to St. Lucie Unit No. 2. FPL will be upgrading the plant intake velocity caps at St. Lucie, if required, to address the impingement provisions of the rule. In addition, FPL will also perform extensive studies over the next several years to determine the extent of environmental impacts associated with the entrainment provisions of the rule. When the studies are completed, FPL, in conjunction with FDEP, will determine if any further compliance upgrades are warranted.

Effluent Guidelines. On November 3, 2015, EPA finalized a rule setting technology-based limits on the levels of toxic metals in wastewater discharge from power plants. The Effluent Limitations Guidelines and Standards (“ELGs”) require that electric generating units adopt new control technologies, process changes, and internal controls to reduce toxic metals in wastewater. The ELGs were scheduled to be implemented starting in 2018; however, EPA finalized a rule in September 2017 that delayed implementation of the ELGs until 2020. In April 2019, the U.S. Court of Appeals for the Fifth Circuit remanded portions of the 2015 ELGs because it determined that some of the standards were not sufficiently stringent. EPA also has stated that it intends to propose revisions to the 2015 ELG rule by December 2019. Due to the pending legal challenges and rulemaking proceedings initiated by EPA, it is unclear what the ELGs may require and when the ELGs will may become effective.

Litigation. Many of the issues raised by existing and proposed environmental regulations are the subject of frequent and pending litigation. Such litigation challenges the implementation of new rules, and can challenge the application of existing rules to specific situations or facilities. This litigation does not currently affect FMPA directly, but could have future effects upon permit requirements applicable to FMPA projects and indirectly upon project costs and operations.

Changing Legislation. Environmental requirements are driven by state and federal legislation. Such legislation can radically change the regulatory context in which FMPA operates, and can require increased capital or operating expenditures, or reduced operations, at existing and/or new generating facilities. Any such legislative changes are inherently impossible to predict with any certainty, particularly in the way they might apply to specific organizations or facilities, such as FMPA and its facilities. FMPA, through its lobbyists and participation in state and national advocacy groups, maintains awareness of legislative issues that may impact operations, participating in advocacy roles as warranted.

UNDERWRITING

Barclays Capital Inc. is acting as the representative on behalf of itself and BofA Securities, Inc. (collectively, the “Underwriters”). The Underwriters have agreed, subject to certain conditions, to purchase all, but not less than all, of the Series 2019A Bonds from FMPA at a purchase price of \$_____, representing the principal amount of the Series 2019A Bonds plus original issue premium of \$_____ and less an underwriting discount of \$_____. The Underwriters have agreed, subject to certain conditions, to purchase all, but not less than all, of the Series 2019B Bonds from FMPA at a purchase price of \$_____, representing the principal amount of the Series 2019B Bonds less an underwriting discount of \$_____. The Offered Securities may be offered and sold to certain dealers (including dealers depositing the Offered Securities into investment trusts) and others at prices lower than such public offering price and such public offering price may be changed, from time to time, by the Underwriters.

BofA Securities, Inc., an underwriter of the Offered Securities, has entered into a distribution agreement with its affiliate Merrill Lynch, Pierce, Fenner & Smith Incorporated (“MLPF&S”). As part of this arrangement, BofA Securities, Inc. may distribute securities to MLPF&S, which may in turn distribute such securities to investors through the financial advisor network of MLPF&S. As part of this arrangement, BofA Securities, Inc. may compensate MLPF&S as a dealer for their selling efforts with respect to the Offered Securities.

The Underwriters and their respective affiliates are full service financial institutions engaged in various activities, which may include securities trading, commercial and investment banking, finance advisory, investment management, principal investment, hedging, financing and brokerage activities. Certain of the Underwriters and their respective affiliates have, from time to time, performed, and may in the future perform, various investment banking services for the Agency for which they have received or will receive customary fees and expenses.

In the ordinary course of their various business activities, the Underwriters and their respective affiliates may make or hold a broad array of investments and actively trade debt and equity securities (or related derivative securities) and financial instruments (which may include bank loans and/or credit default swaps) for their own account and for the accounts of their customers and may at any time hold long and short positions in such securities and instruments. Such investment and securities activities may involve securities and instruments of the Agency.

FINANCIAL ADVISOR

Dunlap & Associates, Inc., Orlando, Florida, is FMPA’s financial advisor for the Offered Securities. The financial advisor has provided FMPA advice on the plan of financing and reviewed the pricing of the Offered Securities. The financial advisor has not independently verified the information contained in this Official Statement and does not assume responsibility for the accuracy, completeness or fairness of such information. The financial advisor’s fees for serving as financial advisor are not contingent upon the issuance of the Offered Securities.

FMPA has retained the firms of Dunlap & Associates, Inc. and PFM Financial Advisors LLC as its municipal advisors. FMPA is represented by and will rely on Dunlap & Associates, Inc. and PFM Financial Advisors LLC, as managing financial advisor and co-financial advisor respectively, to provide advice on proposals from financial services firms concerning the issuance of municipal securities and municipal financial products, including investments of bond proceeds and escrow investments. PFM Financial Advisors LLC is not acting as a financial advisor for the Offered Securities.

LITIGATION

No litigation is pending or, to the knowledge of FMPA, threatened in any court to restrain or enjoin the issuance of any of the Offered Securities or the collection of revenues pledged or to be pledged to pay the principal of and interest on the Offered Securities, or in any way contesting or affecting the validity of the Offered Securities or the Resolution or the power to collect and pledge revenues to pay the Offered Securities.

FMPA received notice pursuant to Section 768.28, Florida Statutes, of an intent to file suit against FMPA for property contamination and related damages relating to FMPA’s interests as a co-owner of the Stanton Energy Center. For additional information, see paragraph F of Note XVI to the audited financial statements included in FMPA’s Annual Audit Report for its fiscal year ended September 30, 2018. See APPENDIX C – “FMPA’S ANNUAL AUDIT REPORT FOR ITS FISCAL YEAR ENDED SEPTEMBER 30, 2018.”

ENFORCEABILITY OF REMEDIES

The remedies available to the Trustee or owners of the Offered Securities upon an event of default under the Resolution are in many respects dependent upon judicial actions which are often subject to discretion and delay. Under existing constitutional and statutory law and judicial decisions, including specifically Title 11 of the United States Code, the remedies specified by the federal bankruptcy code, the Resolution and the Offered Securities may not be readily available or may be limited. The various legal opinions to be delivered concurrently with the delivery of the Offered Securities (including Bond Counsel's approving opinion) are qualified, as to the enforceability of the various legal instruments, by limitations imposed by bankruptcy, reorganization, insolvency or other similar laws affecting the rights of creditors enacted before or after such delivery.

CREDIT RATINGS

Offered Securities

The Offered Securities are rated "[]" by Moody's Investors Service, Inc. ("Moody's") and "[]" by Fitch Ratings ("Fitch").

General

The respective ratings by Fitch and Moody's of the Offered Securities reflect only the views of such organizations and any desired explanation of the significance of such ratings or other statements given by the rating agencies with respect thereto should be obtained from the rating agency furnishing the same, at the following addresses: Fitch, Inc., 33 Whitehall Street, New York, New York 10004 and Moody's Investors Service, Inc., 7 World Trade Center, 250 Greenwich Street, New York, New York 10007. FMPA has furnished to each rating agency rating the Offered Securities information, including information not included in this Official Statement, about FMPA and the Offered Securities. Generally, a rating agency bases its rating and outlook on the information and materials furnished to it and on investigations, studies and assumptions of its own. There is no assurance such ratings for the Offered Securities will continue for any given period of time or that any of such ratings will not be revised downward or withdrawn entirely by any of the rating agencies, if, in the judgment of such rating agency or agencies, circumstances so warrant. Those circumstances may include, among other things, changes in or unavailability of information relating to FMPA or the Offered Securities. Any such downward revision or withdrawal of such ratings may have an adverse effect on the market price of the Offered Securities.

TAX MATTERS

The Series 2019A Bonds

Federal Income Taxes

The Internal Revenue Code of 1986, as amended (the "Code"), imposes certain requirements that must be met subsequent to the issuance and delivery of the Series 2019A Bonds for interest thereon to be and remain excluded from gross income for Federal income tax purposes. Noncompliance with such requirements could cause the interest on the Series 2019A Bonds to be included in gross income for Federal income tax purposes retroactive to the date of issue of the Series 2019A Bonds. Pursuant to the Resolution and the Tax Certificate executed in connection with the delivery of the Series 2019A Bonds, FMPA has covenanted to comply with the applicable requirements of the Code in order to maintain the exclusion of the interest on the Series 2019A Bonds from gross income for Federal income tax purposes pursuant to Section 103 of the Code. In addition, FMPA has made certain representations and certifications in the Resolution and the Tax Certificate. Bond Counsel will not independently verify the accuracy of those representations and certifications.

In the opinion of Nixon Peabody LLP, Bond Counsel, under existing law and assuming compliance with the aforementioned covenant, and the accuracy of certain representations and certifications made by FMPA described above, interest on the Series 2019A Bonds is excluded from gross income for Federal income tax purposes under Section 103 of the Code. Bond Counsel is also of the opinion that such interest is not treated as a preference item in calculating the alternative minimum tax imposed under the Code.

Original Issue Discount

Bond Counsel is further of the opinion that the excess of the principal amount of a maturity of the Series 2019A Bonds over the price at which price a substantial amount of such maturity of the Series 2019A Bonds was sold to the public (excluding bond houses, brokers or similar persons or organizations acting in the capacity of underwriters or

wholesalers) (each, a “Discount Bond” and collectively the “Discount Bonds”) constitutes original issue discount which is excluded from gross income for federal income tax purposes to the same extent as interest on the Series 2019A Bonds. Further, such original issue discount accrues actuarially on a constant interest rate basis over the term of each Discount Bond and the basis of each Discount Bond acquired at such initial offering price by an initial purchaser thereof will be increased by the amount of such accrued original issue discount. The accrual of original issue discount may be taken into account as an increase in the amount of tax-exempt income for purposes of determining various other tax consequences of owning the Discount Bonds, even though there will not be a corresponding cash payment. Owners of the Discount Bonds are advised that they should consult with their own advisors with respect to the state and local tax consequences of owning such Discount Bonds.

Original Issue Premium

Series 2019A Bonds sold at prices in excess of their principal amounts are “Premium Bonds”. An initial purchaser with an initial adjusted basis in a Premium Bond in excess of its principal amount will have amortizable bond premium which is not deductible from gross income for federal income tax purposes. The amount of amortizable bond premium for a taxable year is determined actuarially on a constant interest rate basis over the term of each Premium Bond based on the purchaser’s yield to maturity (or, in the case of Premium Bonds callable prior to their maturity, over the period to the call date, based on the purchaser’s yield to the call date and giving effect to any call premium). For purposes of determining gain or loss on the sale or other disposition of a Premium Bond, an initial purchaser who acquires such obligation with an amortizable bond premium is required to decrease such purchaser’s adjusted basis in such Premium Bond annually by the amount of amortizable bond premium for the taxable year. The amortization of bond premium may be taken into account as a reduction in the amount of tax-exempt income for purposes of determining various other tax consequences of owning such Series 2019A Bonds. Owners of the Premium Bonds are advised that they should consult with their own advisors with respect to the state and local tax consequences of owning such Premium Bonds.

Ancillary Tax Matters

Ownership of the Series 2019A Bonds may result in other federal tax consequences to certain taxpayers, including, without limitation, certain S corporations, foreign corporations with branches in the United States, property and casualty insurance companies, individuals receiving Social Security or Railroad Retirement benefits, individuals seeking to claim the earned income credit, and taxpayers (including banks, thrift institutions and other financial institutions) who may be deemed to have incurred or continued indebtedness to purchase or to carry the Series 2019A Bonds.

Interest paid on tax-exempt obligations such as the Series 2019A Bonds is subject to information reporting to the Internal Revenue Service (the “IRS”) in a manner similar to interest paid on taxable obligations. In addition, interest on the Series 2019A Bonds may be subject to backup withholding if such interest is paid to a registered owner that (a) fails to provide certain identifying information (such as the registered owner’s taxpayer identification number) in the manner required by the IRS, or (b) has been identified by the IRS as being subject to backup withholding.

Bond Counsel is not rendering any opinion as to any Federal tax matters other than those opinions attached as Appendix E. Prospective investors, particularly those who may be subject to special rules described above, are advised to consult their own tax advisors regarding the federal tax consequences of owning and disposing of the Series 2019A Bonds, as well as any tax consequences arising under the laws of any state or other taxing jurisdiction.

Changes in Law and Post Issuance Events

Legislative or administrative actions and court decisions, at either the federal or state level, could have an adverse impact on the potential benefits of the exclusion from gross income of the interest on the Series 2019A Bonds for Federal or state income tax purposes, and thus on the value or marketability of the Series 2019A Bonds. This could result from changes to Federal or state income tax rates, changes in the structure of Federal or state income taxes (including replacement with another type of tax), repeal of the exclusion of the interest on the Series 2019A Bonds from gross income for Federal or state income tax purposes, or otherwise. It is not possible to predict whether any legislative or administrative actions or court decisions having an adverse impact on the Federal or state income tax treatment of holders of the Series 2019A Bonds may occur. Prospective purchasers of the Series 2019A Bonds should consult their own tax advisors regarding the impact of any change in law on the Series 2019A Bonds.

Bond Counsel has not undertaken to advise in the future whether any events after the date of issuance and delivery of the Series 2019A Bonds may affect the tax status of interest on the Series 2019A Bonds. Bond Counsel expresses no opinion as to any Federal, state or local tax law consequences with respect to the Series 2019A Bonds, or the

interest thereon, if any action is taken with respect to the Series 2019A Bonds or the proceeds thereof upon the advice or approval of other counsel.

The Series 2019B Bonds

The following is a summary of certain anticipated United States federal income tax consequences of the purchase, ownership and disposition of the Series 2019B Bonds. The summary is based upon the provisions of the Code, the Treasury Regulations promulgated thereunder and the judicial and administrative rulings and decisions now in effect, all of which are subject to change. Such authorities may be repealed, revoked, or modified, possibly with retroactive effect, so as to result in United States federal income tax consequences different from those described below. The summary generally addresses Series 2019B Bonds held as capital assets within the meaning of Section 1221 of the Code and does not purport to address all aspects of federal income taxation that may affect particular investors in light of their individual circumstances or certain types of investors subject to special treatment under the federal income tax laws, including but not limited to financial institutions, insurance companies, dealers in securities or currencies, persons holding such Series 2019B Bonds as a hedge against currency risks or as a position in a “straddle,” “hedge,” “constructive sale transaction” or “conversion transaction” for tax purposes, or persons whose functional currency is not the United States dollar. It also does not deal with holders other than original purchasers that acquire Series 2019B Bonds at their initial issue price except where otherwise specifically noted. Potential purchasers of the Series 2019B Bonds should consult their own tax advisors in determining the federal, state or, local, foreign and other tax consequences to them of the purchase, holding and disposition of the Series 2019B Bonds.

FMPA has not sought and will not seek any rulings from the Internal Revenue Service with respect to any matter discussed herein. No assurance can be given that the Internal Revenue Service would not assert, or that a court would not sustain, a position contrary to any of the tax characterizations and tax consequences set forth below.

U.S. Holders

As used herein, the term “U.S. Holder” means a beneficial owner of Series 2019B Bonds that is (a) an individual citizen or resident of the United States for federal income tax purposes, (b) a corporation, including an entity treated as a corporation for federal income tax purposes, created or organized in or under the laws of the United States or any State thereof (including the District of Columbia), (c) an estate whose income is subject to federal income taxation regardless of its source, or (d) a trust if a court within the United States can exercise primary supervision over the administration of the trust and one or more U.S. persons have the authority to control all substantial decisions of the trust. Notwithstanding clause (d) of the preceding sentence, to the extent provided in Treasury regulations, certain trusts in existence on August 20, 1996, and treated as United States persons prior to that date that elect to continue to be treated as United States persons also will be U.S. Holders. In addition, if a partnership (or other entity or arrangement treated as a partnership for federal income tax purposes) holds Series 2019B Bonds, the tax treatment of a partner in the partnership generally will depend upon the status of the partner and the activities of the partnership. If a U.S. Holder is a partner in a partnership (or other entity or arrangement treated as a partnership for federal income tax purposes) that holds Series 2019B Bonds, the U.S. Holder is urged to consult its own tax advisor regarding the specific tax consequences of the purchase, ownership and dispositions of Series 2019B Bonds.

Generally

Interest on the Series 2019B Bonds is not excluded from gross income for federal income tax purposes under Code section 103 and so will be fully subject to federal income taxation. Purchasers (other than those who purchase Series 2019B Bonds in the initial offering at their principal amounts) will be subject to federal income tax accounting rules affecting the timing and/or characterization of payments received with respect to such Series 2019B Bonds. In general, interest paid on the Series 2019B Bonds and recovery of any accrued original issue discount and market discount will be treated as ordinary income to a Bondholder, and after adjustment for the foregoing, principal payments will be treated as a return of capital to the extent of the U.S. Holder’s adjusted tax basis in the Series 2019B Bonds and capital gain to the extent of any excess received over such basis.

Original Issue Discount

The following summary is a general discussion of certain federal income tax consequences of the purchase, ownership and disposition of Series 2019B Bonds issued with original issue discount (“Discount Series 2019B Bonds”). A Series 2019B Bond will be treated as having been issued at an original issue discount if the excess of its “stated redemption price at maturity” (defined below) over its issue price (defined as the initial offering price to the public at

which a substantial amount of the Series 2019B Bonds of the same maturity have first been sold to the public, excluding bond houses and brokers) equals or exceeds one quarter of one percent of such Series 2019B Bond's stated redemption price at maturity multiplied by the number of complete years to its maturity (or, in the case of an installment obligation, its weighted average maturity).

A Discount Series 2019B Bond's "stated redemption price at maturity" is the total of all payments provided by the Discount Series 2019B Bond that are not payments of "qualified stated interest." Generally, the term "qualified stated interest" includes stated interest that is unconditionally payable in cash or property (other than debt instruments of the issuer) at least annually at a single fixed rate or certain floating rates.

In general, the amount of original issue discount includible in income by the initial holder of a Discount Series 2019B Bond is the sum of the "daily portions" of original issue discount with respect to such Discount Series 2019B Bond for each day during the taxable year in which such holder held such Discount Series 2019B Bond. The daily portion of original issue discount on any Discount Series 2019B Bond is determined by allocating to each day in any "accrual period" a ratable portion of the original issue discount allocable to that accrual period.

An accrual period may be of any length, and may vary in length over the term of a Discount Series 2019B Bond, provided that each accrual period is not longer than one year and each scheduled payment of principal or interest occurs at the end of an accrual period. The amount of original issue discount allocable to each accrual period is equal to the difference between (i) the product of the Discount Series 2019B Bond's adjusted issue price at the beginning of such accrual period and its yield to maturity (determined on the basis of compounding at the close of each accrual period and appropriately adjusted to take into account the length of the particular accrual period) and (ii) the amount of any qualified stated interest payments allocable to such accrual period. The "adjusted issue price" of a Discount Series 2019B Bond at the beginning of any accrual period is the sum of the issue price of the Discount Series 2019B Bond plus the amount of original issue discount allocable to all prior accrual periods minus the amount of any prior payments on the Discount Series 2019B Bond that were not qualified stated interest payments. Under these rules, holders generally will have to include in income increasingly greater amounts of original issue discount in successive accrual periods.

Holders utilizing the accrual method of accounting may generally, upon election, include in gross income all interest (including stated interest, acquisition discount, original issue discount, de minimis original issue discount, market discount, de minimis market discount, and unstated interest, as adjusted by any amortizable bond premium or acquisition premium) on the Discount Series 2019B Bond by using the constant yield method applicable to original issue discount, subject to certain limitations and exceptions.

Market Discount

Any owner who purchases a Series 2019B Bond at a price which includes market discount (i.e., at a purchase price that is less than its adjusted issue price in the hands of an original owner) in excess of a prescribed de minimis amount will be required to recharacterize all or a portion of the gain as ordinary income upon receipt of each scheduled or unscheduled principal payment or upon other disposition. In particular, such owner will generally be required either (a) to allocate each such principal payment to accrued market discount not previously included in income and to recognize ordinary income to that extent and to treat any gain upon sale or other disposition of such a Series 2019B Bond as ordinary income to the extent of any remaining accrued market discount or (b) to elect to include such market discount in income currently as it accrues on all market discount instruments acquired by such owner on or after the first day of the taxable year to which such election applies.

The Code authorizes the Treasury Department to issue regulations providing for the method for accruing market discount on debt instruments the principal of which is payable in more than one installment. Until such time as regulations are issued by the Treasury Department, certain rules described in the legislative history of the Tax Reform Act of 1986 will apply. Under those rules, market discount will be included in income either (a) on a constant interest basis or (b) in proportion to the accrual of stated interest.

An owner of a Series 2019B Bond who acquires such Series 2019B Bond at a market discount also may be required to defer, until the maturity date of such Series 2019B Bonds or the earlier disposition in a taxable transaction, the deduction of a portion of the amount of interest that the owner paid or accrued during the taxable year on indebtedness incurred or maintained to purchase or carry a Series 2019B Bond in excess of the aggregate amount of interest (including original issue discount) includable in such owner's gross income for the taxable year with respect to such Series 2019B Bond. The amount of such net interest expense deferred in a taxable year may not exceed the amount of market discount accrued on the Series 2019B Bond for the days during the taxable year on which the owner held the Series 2019B Bond.

and, in general, would be deductible when such market discount is includable in income. The amount of any remaining deferred deduction is to be taken into account in the taxable year in which the Series 2019B Bond matures or is disposed of in a taxable transaction. In the case of a disposition in which gain or loss is not recognized in whole or in part, any remaining deferred deduction will be allowed to the extent gain is recognized on the disposition. This deferral rule does not apply if the Bondholder elects to include such market discount in income currently as described above.

Bond Premium

A holder of a Series 2019B Bond who purchases such Series 2019B Bond at a cost greater than its remaining redemption amount will have amortizable bond premium. If the holder elects to amortize this premium under Section 171 of the Code (which election will apply to all Series 2019B Bonds held by the holder on the first day of the taxable year to which the election applies and to all Series 2019B Bonds thereafter acquired by the holder), such a holder must amortize the premium using constant yield principles based on the holder's yield to maturity. Amortizable bond premium is generally treated as an offset to interest income, and a reduction in basis is required for amortizable bond premium that is applied to reduce interest payments. Holders of any Series 2019B Bonds who acquire such Series 2019B Bonds at a premium should consult with their own tax advisors with respect to state and local tax consequences of owning such Series 2019B Bonds.

Surtax on Unearned Income

Recently enacted legislation generally imposes a tax of 3.8% on the "net investment income" of certain individuals, trusts and estates for taxable years beginning after December 31, 2012. Among other items, net investment income generally includes gross income from interest and net gain attributable to the disposition of certain property, less certain deductions. U.S. Holders should consult their own tax advisors regarding the possible implications of this legislation in their particular circumstances.

Sale or Redemption of Series 2019B Bonds

A Bondholder's adjusted tax basis for a Series 2019B Bond is the price such owner pays for the Series 2019B Bond plus the amount of original issue discount and market discount previously included in income and reduced on account of any payments received on such Series 2019B Bond other than "qualified stated interest" and any amortized bond premium. Gain or loss recognized on a sale, exchange or redemption of a Series 2019B Bond, measured by the difference between the amount realized and the Bondholder's tax basis as so adjusted, will generally give rise to capital gain or loss if the Series 2019B Bond is held as a capital asset (except in the case of Series 2019B Bonds acquired at a market discount, in which case a portion of the gain will be characterized as interest and therefore ordinary income).

If the terms of the Series 2019B Bonds are materially modified, in certain circumstances, a new debt obligation would be deemed created and exchanged for the prior obligation in a taxable transaction. Among the modifications which may be treated as material are those which related to the redemption provisions and, in the case of a nonrecourse obligation, those which involve the substitution of collateral. The defeasance of the Series 2019B Bonds may also result in a deemed sale or exchange of such Series 2019B Bonds under certain circumstances.

EACH POTENTIAL HOLDER OF SERIES 2019B BONDS SHOULD CONSULT ITS OWN TAX ADVISOR CONCERNING (1) THE TREATMENT OF GAIN OR LOSS ON SALE OR REDEMPTION OF THE SERIES 2019B BONDS, AND (2) THE CIRCUMSTANCES IN WHICH SERIES 2019B BONDS WOULD BE DEEMED REISSUED AND THE LIKELY EFFECTS, IF ANY, OF SUCH REISSUANCE.

Backup Withholding

For each calendar year in which the Series 2019B Bonds are outstanding, FMPA, its agents or paying agents or a broker is required to provide the IRS with certain information, including a holder's name, address and taxpayer identification number (either the holder's Social Security number or its employer identification number, as the case may be), the aggregate amount of principal and interest paid to that holder during the calendar year and the amount of tax withheld, if any. This obligation, however, does not apply with respect to certain U.S. Holders, including corporations, tax-exempt organizations, qualified pension and profit sharing trusts, and individual retirement accounts and annuities.

If a U.S. Holder subject to the reporting requirements described above fails to supply its correct taxpayer identification number in the manner required by applicable law or under-reports its tax liability, FMPA, its agents or paying agents or a broker may be required to make "backup" withholding of tax on each payment of interest or principal

on the Series 2019B Bonds. This backup withholding is not an additional tax and may be credited against the U.S. Holder's federal income tax liability, provided that the U.S. Holder furnishes the required information to the IRS.

Under current Treasury Regulations, backup withholding and information reporting will not apply to payments of interest made by FMPA, its agents (in their capacity as such) or paying agents or a broker to a Non-U.S. Holder if such holder has provided the required certification that it is not a U.S. person (as set forth in the second paragraph under "— Non-U.S. Holders" above), or has otherwise established an exemption (provided that neither FMPA nor its agent has actual knowledge that the holder is a U.S. person or that the conditions of an exemption are not in fact satisfied).

Payments of the proceeds from the sale of a Series 2019B Bond to or through a foreign office of a broker generally will not be subject to information reporting or backup withholding. However, information reporting (but not backup withholding) may apply to those payments if the broker is one of the following:

- a U.S. person;
- a controlled foreign corporation for U.S. tax purposes;
- a foreign person 50-percent or more of whose gross income from all sources for the three-year period ending with the close of its taxable year preceding the payment was effectively connected with a United States trade or business; or
- a foreign partnership with certain connections to the United States.

Payment of the proceeds from a sale of a Series 2019B Bond to or through the United States office of a broker is subject to information reporting and backup withholding unless the holder or beneficial owner certifies as to its taxpayer identification number or otherwise establishes an exemption from information reporting and backup withholding.

The preceding federal income tax discussion is included for general information only and may not be applicable depending upon a holder's particular situation. Holders should consult their tax advisors with respect to the tax consequences to them of the purchase, ownership and disposition of the Series 2019B Bonds, including the tax consequences under federal, state, local, foreign and other tax laws and the possible effects of changes in those tax laws.

Nonresident Bondowners

The following is a general discussion of certain United States federal income tax consequences resulting from the beneficial ownership of Series 2019B Bonds by a person other than a U.S. Holder, a former United States citizen or resident, or a partnership or entity treated as a partnership for United States federal income tax purposes (a "Non-U.S. Holder").

Subject to the discussion of backup withholding and the Foreign Account Tax Compliance Act ("FATCA"), payments of principal by FMPA or any of its agents (acting in its capacity as agent) to any Non-U.S. Holder will not be subject to federal withholding tax. In the case of payments of interest to any Non-U.S. Holder, however, federal withholding tax will apply unless the Non-U.S. Holder (1) does not own (actually or constructively) 10-percent or more of the voting equity interests of FMPA, (2) is not a controlled foreign corporation for United States tax purposes that is related to FMPA (directly or indirectly) through stock ownership, and (3) is not a bank receiving interest in the manner described in Section 881(c)(3)(A) of the Code. In addition, either (1) the Non-U.S. Holder must certify on the applicable IRS Form W-8 (series) (or successor form) to FMPA, its agents or paying agents or a broker under penalties of perjury that it is not a U.S. person and must provide its name and address, or (2) a securities clearing organization, bank or other financial institution, that holds customers' securities in the ordinary course of its trade or business and that also holds the Series 2019B Bonds must certify to FMPA or its agent under penalties of perjury that such statement on the applicable IRS Form W-8 (series) (or successor form) has been received from the Non-U.S. Holder by it or by another financial institution and must furnish the interest payor with a copy.

Interest payments may also be exempt from federal withholding tax depending on the terms of an existing Federal Income Tax Treaty, if any, in force between the U.S. and the resident country of the Non-U.S. Holder. The U.S. has entered into an income tax treaty with a limited number of countries. In addition, the terms of each treaty differ in their treatment of interest and original issue discount payments. Non-U.S. Holders are urged to consult their own tax advisor regarding the specific tax consequences of the receipt of interest payments, including original issue discount. A Non-U.S. Holder that does not qualify for exemption from withholding as described above must provide FMPA or its

agent with documentation as to his, her, or its identity to avoid the U.S. backup withholding tax on the amount allocable to a Non-U.S. Holder. The documentation may require that the Non-U.S. Holder provide a U.S. tax identification number.

If a Non-U.S. Holder is engaged in a trade or business in the United States and interest on a Series 2019B Bond held by such holder is effectively connected with the conduct of such trade or business, the Non-U.S. Holder, although exempt from the withholding tax discussed above (provided that such holder timely furnishes the required certification to claim such exemption), may be subject to United States federal income tax on such interest in the same manner as if it were a U.S. Holder. In addition, if the Non-U.S. Holder is a foreign corporation, it may be subject to a branch profits tax equal to 30% (subject to a reduced rate under an applicable treaty) of its effectively connected earnings and profits for the taxable year, subject to certain adjustments. For purposes of the branch profits tax, interest on a Series 2019B Bond will be included in the earnings and profits of the holder if the interest is effectively connected with the conduct by the holder of a trade or business in the United States. Such a holder must provide the payor with a properly executed IRS Form W-8ECI (or successor form) to claim an exemption from United States federal withholding tax.

Generally, any capital gain realized on the sale, exchange, retirement or other disposition of a Series 2019B Bond by a Non-U.S. Holder will not be subject to United States federal income or withholding taxes if (1) the gain is not effectively connected with a United States trade or business of the Non-U.S. Holder, and (2) in the case of an individual, the Non-U.S. Holder is not present in the United States for 183 days or more in the taxable year of the sale, exchange, retirement or other disposition, and certain other conditions are met.

For newly issued or reissued obligations, such as the Series 2019B Bonds, FATCA imposes U.S. withholding tax on interest payments and, for dispositions after December 31, 2018 (see IRS Notice 2015-66), gross proceeds of the sale of the Series 2019B Bonds paid to certain foreign financial institutions (which is broadly defined for this purpose to generally include non-U.S. investment funds) and certain other non-U.S. entities if certain disclosure and due diligence requirements related to U.S. accounts or ownership are not satisfied, unless an exemption applies. An intergovernmental agreement between the United States and an applicable non-U.S. country may modify these requirements. In any event, Bondholders or beneficial owners of the Series 2019B Bonds shall have no recourse against FMPA, nor will FMPA be obligated to pay any additional amounts to “gross up” payments to such persons, as a result of any withholding or deduction for, or on account of, any present or future taxes, duties, assessments or government charges with respect to payments in respect of the Series 2019B Bonds.

Non-U.S. Holders should consult their own tax advisors with respect to the possible applicability of federal withholding and other taxes upon income realized in respect of the Series 2019B Bonds.

ERISA

The Employee Retirement Income Security Act of 1974, as amended (“ERISA”), imposes certain fiduciary obligations and prohibited transaction restrictions on employee pension and welfare benefit plans subject to Title I of ERISA (“ERISA Plans”). Section 4975 of the Code imposes essentially the same prohibited transaction restrictions on tax-qualified retirement plans described in Section 401(a) and 403(a) of the Code, which are exempt from tax under Section 501(a) of the Code, other than governmental and church plans as defined herein (“Qualified Retirement Plans”), and on Individual Retirement Accounts (“IRAs”) described in Section 408(b) of the Code (collectively, “Tax-Favored Plans”). Certain employee benefit plans such as governmental plans (as defined in Section 3(32) of ERISA), and, if no election has been made under Section 410(d) of the Code, church plans (as defined in Section 3(33) of ERISA), are not subject to ERISA requirements. Additionally, such governmental and non-electing church plans are not subject to the requirements of Section 4975 of the Code. Accordingly, assets of such plans may be invested in the Series 2019B Bonds without regard to the ERISA and Code considerations described below, subject to the provisions of applicable federal and state law.

In addition to the imposition of general fiduciary obligations, including those of investment prudence and diversification and the requirement that a plan’s investment be made in accordance with the documents governing the plan, Section 406 of ERISA and Section 4975 of the Code prohibit a broad range of transactions involving assets of ERISA Plans and Tax-Favored Plans and entities whose underlying assets include plan assets by reason of ERISA Plans or Tax-Favored Plans investing in such entities (collectively, “Benefit Plans”) and persons who have certain specified relationships to the Benefit Plans (“Parties In Interest” or “Disqualified Persons”), unless a statutory or administrative exemption is available. The definitions of “Party in Interest” and “Disqualified Person” are expansive. While other entities may be encompassed by these definitions, they include, most notably: (1) fiduciary with respect to a plan; (2) a person providing services to a plan; and (3) an employer or employee organization any of whose employees or members

are covered by the plan. Certain Parties in Interest (or Disqualified Persons) that participate in a prohibited transaction may be subject to a penalty (or an excise tax) imposed pursuant to Section 502(i) of ERISA (or Section 4975 of the Code) unless a statutory or administrative exemption is available.

Certain transactions involving the purchase, holding or transfer of the Series 2019B Bonds might be deemed to constitute prohibited transactions under ERISA and Section 4975 of the Code if assets of FMPA were deemed to be assets of a Benefit Plan. Under final regulations issued by the United States Department of Labor (the “Plan Assets Regulation”), the assets of FMPA would be treated as plan assets of a Benefit Plan for the purposes of ERISA and Section 4975 of the Code only if the Benefit Plan acquires an “equity interest” in FMPA and none of the exceptions contained in the Plan Assets Regulation is applicable. An equity interest is defined under the Plan Assets Regulation as an interest in an entity other than an instrument which is treated as indebtedness under applicable local law and which has no substantial equity features. Although there can be no assurances in this regard, it appears that the Series 2019B Bonds should be treated as debt without substantial equity features for purposes of the Plan Assets Regulation. This determination is based upon the traditional debt features of the Series 2019B Bonds, including the reasonable expectation of purchasers of Series 2019B Bonds that the Series 2019B Bonds will be repaid when due, traditional default remedies, as well as the absence of conversion rights, warrants and other typical equity features. The debt treatment of the Series 2019B Bonds for ERISA purposes could change subsequent to issuance of the Series 2019B Bonds. In the event of a withdrawal or downgrade to below investment grade of the rating of the Series 2019B Bonds or a characterization of the Bonds as other than indebtedness under applicable local law, the subsequent purchase of the Series 2019B Bonds or any interest therein by a Benefit Plan Investor is prohibited.

However without regard to whether the Series 2019B Bonds are treated as an equity interest for such purposes, though, the acquisition or holding of Series 2019B Bonds by or on behalf of a Benefit Plan could be considered to give rise to a prohibited transaction if FMPA or the Issuing and Paying Agent, or any of their respective affiliates, is or becomes a Party in Interest or a Disqualified Person with respect to such Benefit Plan.

Most notably, ERISA and the Code generally prohibit the lending of money or other extension of credit between an ERISA Plan or Tax-Favored Plan and a Party in Interest or a Disqualified Person, and the acquisition of any of the Series 2019B Bonds by a Benefit Plan would involve the lending of money or extension of credit by the Benefit Plan. In such a case, however, certain exemptions from the prohibited transaction rules could be applicable depending on the type and circumstances of the plan fiduciary making the decision to acquire a Series 2019B Bond. Included among these exemptions are: Prohibited Transaction Class Exemption (“PTCE”) 96-23, regarding transactions effected by certain “in-house asset managers”; PTCE 90-1, regarding investments by insurance company pooled separate accounts; PTCE 95-60, regarding transactions effected by “insurance company general accounts”; PTCE 91-38, regarding investments by bank collective investment funds; and PTCE 84-14, regarding transactions effected by “qualified professional asset managers.” Further, the statutory exemption in Section 408(b)(17) of ERISA and Section 4975(d)(20) of the Code provides for an exemption for transactions involving “adequate consideration” with persons who are Parties in Interest or Disqualified Persons solely by reason of their (or their affiliate’s) status as a service provider to the Benefit Plan involved and none of whom is a fiduciary with respect to the Benefit Plan assets involved (or an affiliate of such a fiduciary). There can be no assurance that any class or other exemption will be available with respect to any particular transaction involving the Series 2019B Bonds, or that, if available, the exemption would cover all possible prohibited transactions.

By acquiring a Series 2019B Bond (or interest therein), each purchaser and transferee (and if the purchaser or transferee is a Plan, its fiduciary) is deemed to represent and warrant that either (i) it is not acquiring the Series 2019B Bond (or interest therein) with the assets of a Benefit Plan Investor, governmental plan or church plan; or (ii) the acquisition and holding of the Series 2019B Bond (or interest therein) will not give rise to a nonexempt prohibited transaction under Section 406 of ERISA or Section 4975 of the Code. Benefit Plan Investors may not purchase the Series 2019B Bonds at any time that the ratings on the Series 2019B Bonds are below investment grade or the Series 2019B Bonds have been characterized as other than indebtedness for applicable local law purposes. A purchaser or transferee who acquires Series 2019B Bonds with assets of a Benefit Plan Investor represents that such purchaser or transferee has considered the fiduciary requirements of ERISA or other similar laws and has consulted with counsel with regard to the purchase or transfer.

Any ERISA Plan fiduciary considering whether to purchase the Series 2019B Bonds on behalf of an ERISA Plan should consult with its counsel regarding the applicability of the fiduciary responsibility and prohibited transaction provisions of ERISA and Section 4975 of the Code to such investment and the availability of any of the exemptions referred to above. Persons responsible for investing the assets of Tax-Favored Plans that are not ERISA Plans should seek similar counsel with respect to the prohibited transaction provisions of the Code and the applicability of any similar state or federal law.

APPROVAL OF LEGAL PROCEEDINGS

The issuance of the Offered Securities is subject to the approving opinion of Nixon Peabody LLP, New York, New York, Bond Counsel, in substantially the form set forth in APPENDIX E attached hereto. Certain legal matters will be passed on for FMPA by Jody L. Finklea, Esquire, its General Counsel and Chief Legal Officer, and for the Underwriters by their counsel, Orrick, Herrington & Sutcliffe LLP, New York, New York.

RELATIONSHIPS AMONG PARTIES

A portion of the proceeds of the Offered Securities will be used to refund the Series 2008C Bonds and pay Termination Payments in connection with terminating the 2008C Swap Agreements. BofA Securities, Inc., one of the Underwriters of the Offered Securities, is an affiliate of Merrill Lynch Capital Services, Inc., Bank of America Corp. and Bank of America, N.A. Merrill Lynch Capital Services, Inc. is a counterparty to a 2008C Swap Agreement which will be terminated and is expected to receive a Termination Payment in connection with the termination, and Bank of America Corp. provides a guaranty for the same 2008C Swap Agreement. Bank of America, N.A. provides an irrevocable letter of credit securing payments of the principal of and interest on the Series 2008C Bonds, which will be canceled in connection with the redemption of the Series 2008C Bonds.

VALIDATION

Judicial validation was not required by law for the issuance of the Offered Securities, and the Offered Securities have not been validated.

FMPA FINANCIAL STATEMENTS

FMPA's Annual Audit Report for its fiscal year ended September 30, 2018, included in APPENDIX C to this Official Statement, has been audited by Purvis Gray & Company, independent certified accounts, as stated in the Annual Audit Report. The Annual Audit Report contains information (on both an individual and combining basis) about the Project and the Other Projects of FMPA. The revenues of each Other Project are not security for the obligations of the Project, and the revenues of the Project are not security for any Other Project. See "OTHER FMPA PROJECTS."

Purvis Gray & Company, FMPA's independent auditor has not reviewed, commented on or approved, and is not associated with, this Official Statement. The report of Purvis Gray & Company relating to the Annual Audit Report for the fiscal year ended September 30, 2018, which is a matter of public record, is included in this Official Statement, and Purvis Gray & Company has consented to the inclusion of such report in this Official Statement. However, Purvis Gray & Company has not performed any procedures on any financial statements or other financial information of FMPA, including without limitation any of the information contained in this Official Statement, since the date of such report.

CONTINUING DISCLOSURE; ADDITIONAL FMPA INFORMATION

Under the Resolution, Bondholders may, upon written request to FMPA, receive copies of FMPA's annual audited financial statements. Bondholders also may inspect such materials during regular business hours at FMPA's offices upon such reasonable terms and conditions as FMPA may from time to time determine in its sole discretion. Such materials are also available on FMPA's website at <https://fmipa.com/>. FMPA has committed to provide to Bondholders, upon request, copies of its annual audited financial statements, and other pertinent credit information, and has also committed to provide appropriate period credit information to the rating agencies which shall have rated FMPA securities.

FMPA has authorized and will execute a Continuing Disclosure Agreement (the "Undertaking") with respect to the Offered Securities to assist the Underwriters in complying with U.S. Securities and Exchange Commission Rule 15c2-12(b)(5). A summary of certain provisions of the Undertaking is included as APPENDIX G hereto. The Undertaking will be for the benefit of the Holders of the Offered Securities, and the beneficial owners of the Offered Securities will be third-party beneficiaries thereof. Under the Undertaking, FMPA will be obligated to provide for itself and for the Major Participants financial information and operating data, financial statements, notice of certain events, and certain other notices with the MSRB's Electronic Municipal Market Access System. The execution of the Undertaking is a condition precedent to the obligation of the Underwriters to purchase the Offered Securities.

On two occasions one of the Major Participants in the Stanton and St. Lucie Projects did not timely provide information to the Agency, resulting in a late filing of that Participant's information by the Agency. In both cases, the

Agency timely filed a notice with the MSRB's Electronic Municipal Market Access System regarding such Major Participant's failure to provide such information.

DISCLOSURE REQUIRED BY FLORIDA BLUE SKY REGULATIONS

Florida law requires FMPA to make a full and fair disclosure of any Offered Securities or other debt obligations which it has issued or guaranteed and which are or have been in default as to principal or interest at any time after December 31, 1975. FMPA is not and has not been in default as to principal of and interest on Offered Securities or other debt obligations to which revenues of FMPA are pledged.

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MISCELLANEOUS

The references herein to the Resolution, the Interlocal Agreement, the Joint Power Act, the Florida Interlocal Cooperation Act, the Power Supply Contracts and the Capacity and Energy Sales Contracts are brief outlines of certain provisions thereof. Such outlines do not purport to be complete and reference is made to such documents and agreements for full and complete statements of such provisions. Copies of such documents are on file at the offices of FMPA and may be obtained upon request. Any statements involving matters of opinion, whether or not expressly so stated, are intended as such and not as representations of fact.

FLORIDA MUNICIPAL POWER AGENCY

By: _____
Chairperson of the Executive Committee

By: _____
General Manager and CEO

APPENDIX A

MEMBERS' PARTICIPATION IN FMPA PROJECTS^{(1)(2)*}

| | Stanton Project ⁽²⁾ | | Stanton II Project ⁽²⁾ | | St. Lucie Project | | Tri-City Project | | All Requirements Project ⁽³⁾ | Initial Pooled Loan Project ⁽⁷⁾ |
|--|--------------------------------|-------------|-----------------------------------|--------------|-----------------------|-------------|-----------------------|-------------|---|--|
| | Entitlement Share (%) | MW | Entitlement Share (%) | MW | Entitlement Share (%) | MW | Entitlement Share (%) | MW | MW | |
| City of Alachua | — | — | — | — | 0.430% | 0.4 | — | — | — | — |
| City of Bushnell | — | — | — | — | — | — | — | — | 6 | X |
| City of Clewiston | — | — | — | — | 2.202 | 1.9 | — | — | 27 | — |
| City of Fort Meade | — | — | — | — | 0.336 | 0.3 | — | — | 9 ⁽⁶⁾ | — |
| Fort Pierce Utilities Authority | 24.390% | 15.9 | 16.4887% | 17.2 | 15.206% | 13.2 | 22.73% | 5.3 | 112 | — |
| City of Green Cove Springs | — | — | — | — | 1.757 | 1.5 | — | — | 25 | — |
| Town of Havana | — | — | — | — | — | — | — | — | 6 | — |
| City of Homestead | 12.195 | 8.0 | 8.2443 | 8.6 | 8.269 | 7.2 | 22.727 | 5.3 | — | — |
| City of Jacksonville Beach | — | — | — | — | 7.329 | 6.3 | — | — | 162 | — |
| Utility Board of the City of Key West, Florida | — | — | 9.8932 | 10.3 | — | — | 54.546 | 12.7 | 148 | — |
| Kissimmee Utility Authority | 12.195 | 8.0 | 32.9774 | 34.5 | 9.405 | 8.1 | — | — | 351 | — |
| City of Lake Worth | 16.260 | 10.6 | — | — | 24.870 | 21.5 | — | — | 0 ⁽⁴⁾ | — |
| City of Leesburg | — | — | — | — | 2.326 | 2.0 | — | — | 109 | — |
| City of Moore Haven | — | — | — | — | 0.384 | 0.3 | — | — | — | — |
| City of Newberry Utilities | — | — | — | — | 0.184 | 0.2 | — | — | 8 | — |
| Commission, City of New Smyrna Beach | — | — | — | — | 9.884 | 8.6 | — | — | — | — |
| City of Ocala | — | — | — | — | — | — | — | — | 291 | — |
| City of St. Cloud | — | — | 14.6711 | 15.3 | — | — | — | — | — | — |
| City of Starke | 2.439 | 1.6 | 1.2366 | 1.3 | 2.215 | 1.9 | — | — | 15 | — |
| City of Vero Beach | 32.521 | 21.3 | 16.4887 | 17.2 | 15.202 | 13.2 | — | — | 0 ⁽⁵⁾ | — |
| | <u>100.00%</u> | <u>65.3</u> | <u>100.00%</u> | <u>104.4</u> | <u>100.00%</u> | <u>86.6</u> | <u>100.00%</u> | <u>23.3</u> | <u>1,270</u> | <u>N/A</u> |

* Numbers may not add due to rounding.

⁽¹⁾ The MWs shown for participants of the Stanton Project, Stanton II Project, and Tri-City Project are based on the current net summer capability as reported by OUC, the majority owner/operator to the Florida Public Service Commission in OUC's annual Ten-Year Site Plan.

⁽²⁾ Power Entitlement Share means the percentage of Project Capability (the amount of net capacity and energy to which FMFA is entitled at any given point in time under the respective Participation Agreement, whether the unit is operating or not) that the Participant agrees to purchase from FMFA. Such amount is also provided here by MW purchased.

⁽³⁾ Participants' non-coincident peak demand in the 2018 fiscal year served from the FMFA All-Requirements Power Supply Project. Includes demand served by excluded resources.

⁽⁴⁾ The City of Lake Worth has elected under its Power Supply Contract to exercise its right to modify its All-Requirements Power Supply Project participation and implement a CROD, which limitation, pursuant to the terms of its Power Supply Contract, has been calculated as 0 MW. See "THE POWER SUPPLY CONTRACTS – Contract Rate of Delivery." While the City of Lake Worth remains a participant in the All-Requirements Power Supply Project, effective January 1, 2014, it no longer purchases capacity and energy from the All-Requirements Power Supply Project and no longer has a representative on the Executive Committee.

⁽⁵⁾ Vero Beach elected under its Power Supply Contract to exercise its right to modify its All-Requirements Power Supply Project participation and implement a CROD, which limitation, pursuant to the terms of its Power Supply Contract, has been calculated as 0 MW. See "THE POWER SUPPLY CONTRACTS – Contract Rate of Delivery (CROD)." Effective January 1, 2010, Vero Beach no longer purchased capacity and energy from the All-Requirements Power Supply Project and no longer had a representative on the Executive Committee. On December 17, 2018, Vero Beach completed the sale of its electric utility system to Florida Power & Light Company ("FPL") and withdrew as a member of FMFA and as a participant in the All-Requirements Power Supply Project, and transferred and assigned to FMFA, with respect to the All-Requirements Power Supply Project, the power sales and project support contracts between Vero Beach and FMFA relating to each of the Stanton Project, Stanton II Project and St. Lucie Project, as amended. See "THE POWER SUPPLY CONTRACTS – Withdrawal of Vero Beach" for additional information regarding the expected withdrawal of Vero Beach as a participant in the All-Requirements Power Supply Project and as a member of FMFA.

⁽⁶⁾ Fort Meade has elected to limit its All-Requirements Service, as permitted in Section 3 of its Power Supply Contract, to a CROD. The limitation commenced January 1, 2015. Based on Fort Meade's usage between December 2013 and November 2014, the Executive Committee took action in December 2014 to set Fort Meade's CROD at 10.306 MW, which is the maximum hourly obligation through the remaining term of Fort Meade's Power Supply Contract. Concurrently with its notice of the CROD limitation, Fort Meade gave FMFA notice pursuant to Section 2 of the All-Requirements Power Supply Contract to discontinue the

automatic renewal of the term of its Power Supply Contract. The term of Fort Meade's Power Supply Contract is now fixed and will terminate on October 1, 2041. In 2018, Fort Meade approved a supplemental power sales agreement with the All-Requirements Power Supply Project, for a minimum of 10 years, such that the All-Requirements Power Supply Project will provide capacity and energy to Fort Meade as if Fort Meade had not effectuated CROD. Commensurate with this agreement, the FMPA Executive Committee adjusted Fort Meade's CROD downward to 9.009 MW, in accordance with the All-Requirements Power Supply Contract. The agreement may be extended beyond the initial 10-year term.

⁽⁷⁾ X = The City of Bushnell is expected to have a loan outstanding as of October 1, 2019.

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APPENDIX B

THE MAJOR PARTICIPANTS

Appendix B presents certain information for the Major Participants which was collected and compiled by FMPA from data supplied by each of the Major Participants. Major Participants in the all-Requirements Power Supply Project are defined as Kissimmee Utility Authority, City of Ocala, City of Jacksonville Beach and Utility Board of the City of Key West, Florida. Text descriptions were developed with each of the Major Participant's representatives; statistical facts were extracted from records regularly maintained by each of the Major Participants; and historical financial data was summarized from each Major Participant's independent certified audits. While FMPA makes no representations as to the adequacy or accuracy of the information contained in this Appendix B, it believes such information to be reliable.

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KISSIMMEE UTILITY AUTHORITY

General

The City of Kissimmee (“Kissimmee”) is approximately 18 miles south of Orlando and 7 miles east of the Walt Disney World Complex. Kissimmee is the county seat of Osceola County, the geographical center of Florida. Kissimmee was incorporated in 1883 and has a Commission/Manager form of government. The Kissimmee Utility Authority (“KUA”), which became effective October 1, 1985, operates and maintains the electric system. Only the electric utility system revenues of KUA are available to make payments under the Power Sales and Project Support Contracts for the St. Lucie, Stanton and Stanton II Projects and its All-Requirements Power Supply Contract.

The economy of Osceola County is primarily based upon tourism, cattle ranching and agriculture.

Electric Utility System

Kissimmee Utility Authority (“KUA”) has a 12.195% Power Entitlement Share (8.0 MW) from FMPA’s Stanton Project, a 32.9774% Power Entitlement Share (34.7 MW) from FMPA’s Stanton II Project and a 9.405% Power Entitlement Share (8.1 MW) from FMPA’s St. Lucie Project under the terms of a Power Sales Contract and Project Support Contract for each of the applicable Projects. KUA entered into an All-Requirements Power Supply Contract with FMPA and became a full requirements customer as of October 1, 2002.

After the execution of the original Power Sales Contracts and Power Support Contracts relating to the Stanton and Stanton II Projects, KUA entered into (i) a transfer agreement with Homestead pursuant to which KUA assumed 50% (12.195%) of Homestead’s 24.390% Power Entitlement Share in the Stanton Project and a transfer agreement pursuant to which KUA assumed 50% (8.24435%) of Homestead’s 16.4887% Power Entitlement Share in the Stanton II Project (the “Homestead Transferred Share”) and (ii) a transfer agreement with Lake Worth pursuant to which KUA assumed all of Lake Worth’s 8.2443% Power Entitlement Share in the Stanton II Project (the “Lake Worth Transferred Share”).

In connection with the transfer of the Homestead Transferred Share to KUA, KUA in 1995 executed with FMPA an additional Power Sales Contract (an “Additional Power Sales Contract”) and an additional Project Support Contract (an “Additional Project Support Contract”). KUA also in 1995 executed a similar additional Power Sales Contract and Project Support Contract with FMPA in connection with the transfer to it of the Lake Worth Transferred Share. Under each Additional Power Sales Contract and Additional Project Support Contract, Homestead and Lake Worth are relieved of their respective obligations (including their payment obligations) with respect to their Transferred Shares if and to the extent KUA fulfills such obligations (including the payment obligations). If, however, KUA fails to perform any such obligation (including a payment obligation), then Homestead or Lake Worth (depending on which Transferred Share KUA is in default under) remains obligated under its Power Sales Contract or Project Support Contract to perform such obligation.

KUA owns 50% of a combustion turbine unit (20 MW), 50% of a combined cycle unit (60 MW), and 50% of a combined cycle unit (125 MW) with the All-Requirements Power Supply Project. KUA turned over control and management of these units to FMPA in 2008 but continues to operate them. KUA operates and maintains the generating units owned by FMPA, and FMPA’s interests in units located at the Cane Island Power Park. In addition, KUA has (i) a 4.8% (21 MW) undivided ownership interest in Stanton Energy Center Unit No. 1, which is operated by Orlando Utilities Commission (“OUC”); (ii) a 12.2% (11.2 MW) undivided ownership interest in the Indian River Combustion Turbine Units A and B, which are also operated by OUC; and (iii) a 3.5% (23 MW) ownership interest in Stanton Unit A, a gas-fired combined cycle unit located at OUC’s Stanton Energy Center site and operated by SCE. KUA is a member of and has contracted with FGU which acts as an agent to KUA and other Florida utilities. As a result of KUA joining the All-Requirements Power Supply Project and entering into a Capacity and Energy Sales Contract with the All-Requirements Power Supply Project, these facilities are treated as resources of the All-Requirements Power Supply Project. In addition, under the Capacity and Energy Sales Contract, KUA has agreed to sell any capacity and energy from its Power Entitlement Shares in the Stanton Project and the Stanton II Project to the All-Requirements Power Supply Project.

KUA’s 230 kV and 69 kV transmission system includes interconnections with DEF, OUC, TECO and OUC/St. Cloud. Ten sub-stations supply the distribution system at voltages of 13.2 kV. The current system is approximately 66% underground and 34% overhead construction. Approximately 80% of all new distribution system installations are constructed underground.

Service Area and Customers

KUA’s electric utility service area encompasses approximately 85 square miles with Kissimmee’s 12.55 square-mile area near the center and 43% of electric customers served reside within the city limits. KUA has a FPSC approved territorial agreement with Duke Energy of Florida and OUC/St. Cloud, its neighboring utilities.

No one electric customer accounted for more than 5% of the electric revenues for the year ended September 30, 2018.

KISSIMMEE UTILITY AUTHORITY
SUMMARY OF OPERATING RESULTS⁽¹⁾
(Dollars in Thousands)

| | For The Fiscal Years Ended September 30, | | | | |
|---|--|---------------|---------------|---------------------|---------------|
| | 2014 | 2015 | 2016 | 2017 ⁽⁷⁾ | 2018 |
| Customers (annual average) ⁽²⁾ | 66,258 | 67,889 | 69,919 | 71,770 | 73,968 |
| System Requirements | | | | | |
| Peak Demands (MW) | 327 | 335 | 354 | 353 | 356 |
| Energy (MWh) ⁽³⁾ | 1,445 | 1,508 | 1,586 | 1,581 | 1,624 |
| Total Energy Sales (MWh) ⁽³⁾ | 1,381 | 1,444 | 1,516 | 1,510 | 1,563 |
| Total Operating Revenues | \$171,772 | \$189,634 | \$183,733 | \$187,031 | \$214,362 |
| Operating Expenses: | | | | | |
| Total Power Production and Purchased Power | \$117,730 | \$102,490 | \$106,275 | \$111,682 | \$112,215 |
| All Other Operating Expenses | | | | | |
| (excluding depreciation) | \$ 28,634 | \$ 30,867 | \$ 32,168 | \$ 33,208 | \$ 31,680 |
| Total Operating Expenses | | | | | |
| (excluding depreciation) | \$146,364 | \$133,358 | \$138,444 | \$144,890 | \$143,895 |
| Net Operating Revenues | | | | | |
| Available for Debt Service | \$ 25,408 | \$ 56,276 | \$ 45,289 | \$ 42,141 | \$ 70,467 |
| Other Income (Deductions)-Net | \$ 428 | \$ 555 | \$ 834 | \$ 1,076 | \$ 641 |
| Net Revenues and Other Income | | | | | |
| Available for Debt Service | \$ 25,836 | \$ 56,831 | \$ 46,123 | \$ 43,216 | \$ 71,108 |
| Debt Service-Revenue Bonds | \$ 20,698 | \$ 27,307 | \$ 17,977 | \$ 17,987 | \$ 20,263 |
| Debt Service Ratios | | | | | |
| Actual | 1.25x | 2.08x | 2.57x | 2.40x | 3.51x |
| Required Per Bond Resolution Rate | | | | | |
| Covenant | 1.10x | 1.10x | 1.10x | 1.10x | 1.10x |
| Balance available for renewals, replacements, capital additions and other lawful purposes | \$ 5,139 | \$ 29,524 | \$ 28,146 | \$ 25,229 | \$ 50,845 |
| Transferred to General Fund (Kissimmee) ⁽⁴⁾ | \$ 13,032 | \$ 15,862 | \$ 16,735 | \$ 16,659 | \$ 17,248 |

CONDENSED BALANCE SHEET⁽¹⁾
(Dollars in Thousands)

| | For Fiscal Years Ended September 30, | |
|--|--------------------------------------|------------------|
| | 2017 ⁽⁷⁾ | 2018 |
| ASSETS: | | |
| Capital Assets – Utility Plant | \$193,235 | \$210,241 |
| Restricted Assets | 95,376 | 72,466 |
| Other Assets | 86,840 | 77,993 |
| Current Assets | 74,868 | 95,303 |
| Deferred Outflow of Resources ⁽⁵⁾ | 2,209 | 1,062 |
| Total Assets | <u>\$452,528</u> | <u>\$457,066</u> |
| LIABILITIES AND EQUITY: | | |
| Current Liabilities | \$ 20,847 | \$ 22,147 |
| Liabilities Payable from Restricted Assets | 33,829 | 36,537 |
| Long Term Debt | 62,597 | 43,200 |
| Other Long-Term Liabilities | 28,193 | 25,466 |
| Total Liabilities | <u>\$145,466</u> | <u>\$127,350</u> |
| Net Assets | 239,460 | 283,956 |
| Deferred Inflow of Resources ⁽⁶⁾ | 67,602 | 45,760 |
| Total Liabilities and Equity | <u>\$452,528</u> | <u>\$457,066</u> |

⁽¹⁾ Electric utility participation only.

⁽²⁾ Excludes internal customers effective Fiscal Year 2016.

⁽³⁾ Excluding sales to other electric utilities, if any.

⁽⁴⁾ Established by KUA at \$6.24 mills per kWh sold and amended to 6.91 mills in October 2011. Fiscal Year 2015 is calculated as 7.6% of Electric Operating Revenues.

- ⁽⁵⁾ Represents unamortized loss on refunded debt.
- ⁽⁶⁾ Represents regulatory credits, self-insurance and rate stabilization funds.
- ⁽⁷⁾ Fiscal year 2017 was restated.

CITY OF OCALA

General

The City of Ocala (“Ocala” or the “City”) is located in Marion County near the geographic center of the State of Florida, approximately 42 miles south of Gainesville and 91 miles north of Orlando. Ocala operates under the City Council/City Manager form of government. Ocala operates and maintains electric utility operations (the “Electric System”) and water and wastewater utility operations (the “Water and Sewer Utility”) which are integrated for bond issuance purposes and which are not integrated for purposes of the ARP. The Electric System revenues will be available for payments under the All-Requirements Power Supply Contract.

The City Manager oversees all the functions of the City of Ocala. The Water and Sewer and the Electric Utility report to the Deputy City Manager. The staff of the Electric Utility is under the direction of the Director of Ocala Electric Utility.

The economy of Ocala and Marion County is diversified. The three major payroll classifications in the private sector are: services (tourism), manufacturing and retail trade, in that order. Next are wholesale trade and construction. Agriculture and the thoroughbred horse industry are also major contributors to the area economy. As the center of retail trade for a four county area, the City of Ocala and Marion County have each experienced growth in both retail sales and in the number of establishments catering to the retail sector.

Electric Utility System

Ocala entered into an All-Requirements Power Supply Contract with FMPA and became a full requirements customer of FMPA on May 1, 1986. At that time, Excluded Power Supply Resources for Ocala consisted of a 1.3333% ownership share in Duke Energy of Florida’s Crystal River 3 nuclear unit. The Crystal River 3 nuclear unit has since shut down and FMPA, on behalf of Ocala, negotiated a settlement with Duke Energy to completely divest Ocala from all ownership and obligations in the Crystal River 3 nuclear plant in 2014. Today, Ocala comprises approximately 22% of the load served by FMPA.

Ocala’s 230 kV and 69 kV transmission system include interconnections with Duke Energy of Florida and Seminole Electric Cooperative. Eighteen substations supply the distribution system at voltages of 12.47 kV. The distribution system contains 1,130 miles of electric lines. Ocala utilizes an advanced meter infrastructure system to remotely read its 76,000 electric and water meters.

Ocala has 167 solar net meter accounts and 1.5 megawatts of customer owned photovoltaic capacity. Ocala is one of the ARP Solar Participants and will be receiving 10 MW of power from the NextEra Florida Renewables, LLC facility in Osceola County, Florida when it commences operation by 2020.

Service Area and Customers

Ocala’s service area encompasses approximately 171 square miles. Ocala has received FPSC approval of territorial agreements with Duke Energy, Clay Electric Cooperative and Sumter Electric Cooperative. The Clay Electric agreement is expired and under renegotiation with Clay Electric and we expect to file the new agreement with the FPSC by the second or third quarter of 2019. The Sumter Electric is also expired and under renegotiation at this time. We expect to file a new agreement with the FPSC by the end of 2019. The Electric System has approximately 53,000 customers. Approximately sixty percent of the customers served by Ocala reside within the city limits.

No one customer accounted for more than 5% of electric revenues for the year ended September 30, 2018.

CITY OF OCALA
SUMMARY OF OPERATING RESULTS
(Dollars in Thousands)

| | For The Fiscal Years Ended September 30, | | | | |
|---|--|-----------|-----------|-----------|-----------|
| | 2014 | 2015 | 2016 | 2017 | 2018 |
| Customers (annual average) | 51,007 | 51,702 | 52,340 | 52,834 | 53,292 |
| System Requirements | | | | | |
| Peak Demands (MW) | 285 | 287 | 295 | 291 | 297 |
| Energy (MWh) | 1,263,334 | 1,294,771 | 1,336,618 | 1,296,507 | 1,327,133 |
| Total Energy Sales (MWh) | 1,220,551 | 1,249,859 | 1,295,215 | 1,261,604 | 1,273,834 |
| Total Operating Revenues | \$149,081 | \$143,367 | \$143,791 | \$149,363 | \$151,401 |
| Operating Expenses: | | | | | |
| Total Power Production and Purchased Power | \$106,193 | \$ 99,167 | \$ 99,389 | \$102,760 | \$ 97,606 |
| All Other Operating Expenses | | | | | |
| (excluding depreciation) | \$ 23,335 | \$ 22,262 | \$ 27,536 | \$ 32,088 | \$ 31,643 |
| Total Operating Expenses | | | | | |
| (excluding depreciation) | \$129,528 | \$121,429 | \$126,925 | \$134,848 | \$129,249 |
| Net Operating Revenues | | | | | |
| Available for Debt Service | \$ 19,553 | \$ 21,938 | \$ 16,866 | \$ 14,515 | \$ 22,152 |
| Other Income (Deductions)–Net | \$ 737 | \$ 975 | — | \$ 426 | \$ 37 |
| Net Revenues and Other Income | | | | | |
| Available for Debt Service | \$ 20,290 | \$ 22,913 | \$ 16,866 | \$ 14,941 | \$ 22,189 |
| Debt Service–Revenue Bonds | \$ 362 | — | — | — | — |
| Debt Service–Utility Systems Revenue Bonds | \$ 3,301 | \$ 3,358 | \$ 4,650 | \$ 4,555 | \$ 4,683 |
| Debt Service Ratios | | | | | |
| Actual ⁽¹⁾ | 5.54x | 6.82x | 3.63x | 3.28x | 4.74x |
| Required Per Bond Resolution Rate | | | | | |
| Covenant | 1.25x | 1.25x | 1.25x | 1.25x | 1.25x |
| Balance available for renewals, replacements, capital additions and other lawful purposes | \$ 16,627 | \$ 19,555 | \$ 12,216 | \$ 10,386 | \$ 17,506 |
| Transferred to General Fund (Ocala) ⁽²⁾ | \$ 9,263 | \$ 6,719 | \$ 7,832 | \$ 11,882 | \$ 13,049 |

CONDENSED BALANCE SHEET⁽³⁾
(Dollars in Thousands)

| | For Fiscal Years Ended September 30, | |
|---|--------------------------------------|------------------|
| | 2017 | 2018 |
| ASSETS: | | |
| Net Utility Plant | \$115,804 | \$114,778 |
| Restricted Assets | 37,601 | 35,026 |
| Current Assets | 69,314 | 62,986 |
| Deferred Outflow | 10,704 | 9,726 |
| Total Asset and Deferred Outflows | <u>\$233,423</u> | <u>\$222,516</u> |
| LIABILITIES AND EQUITY: | | |
| Current Liabilities | \$ 28,146 | \$ 29,931 |
| Other Liabilities | 28,717 | 27,490 |
| Deferred Inflow | 33,898 | 27,784 |
| Retained Earnings | 90,804 | 88,143 |
| Long-Term Debt | 51,858 | 49,168 |
| Total Liabilities, Equity and Deferred Inflows | <u>\$233,423</u> | <u>\$222,516</u> |

⁽¹⁾ The coverage shown is based on electric revenues; however, the pledge under the bond resolution is of both the Electric System and the Water and Sewer Utility.

⁽²⁾ For Fiscal Year 2012 through 2015, the General Fund transfer is based on 6% of revenues. For Fiscal Year 2016, the General Fund transfer is based on 7% of revenues.

⁽³⁾ Electric utility operations.

CITY OF JACKSONVILLE BEACH

General

The City of Jacksonville Beach ("Jacksonville Beach") is located in Duval County approximately 18 miles east of Jacksonville. Jacksonville Beach operates under the Council/Manager form of government.

The City of Jacksonville Beach operates and maintains electric, natural gas, water and wastewater utility operations. As a matter of policy, revenue financing combines the resources of all utility operations; thus, these utility services are integrated and revenues from all services are available to make payments under the All-Requirements Power Supply Contract. As the Chief Administrative Officer, the City Manager appoints the Director of Electric Utilities.

Jacksonville Beach is a residential and commercial community whose citizens, for the most part, work in the metropolitan Jacksonville area. Additionally, Jacksonville Beach is a major recreation area for the people of Duval County, Florida.

Electric Utility System

Jacksonville Beach entered into an All-Requirements Power Supply Project Contract with FMPA and became a full requirements customer of FMPA on May 1, 1986. Excluded Power Supply Resources for Jacksonville Beach are its entitlement share in FMPA's St. Lucie Project (which is 7.329% of FMPA's ownership portion of St. Lucie Unit No. 2). Jacksonville Beach d/b/a Beaches Energy Services owns one 230 kV transmission substation that ties to both FPL and JEA. Beaches Energy Services owns five (5) distribution substations, which deliver energy at the 26 kV level. Approximately 82% of Beaches Energy Services distribution circuits are underground.

Service Area and Customers

The Jacksonville Beach electric utility service area encompasses approximately 45 square miles including the neighboring town of Neptune Beach as well as the unincorporated areas of Ponte Vedra Beach and Palm Valley located in northeast St. Johns County. Forty-one (41) percent of the customers served reside within the Jacksonville Beach city limits.

No one customer accounted for more than 5% of electric revenues for the year ended September 30, 2018.

CITY OF JACKSONVILLE BEACH
SUMMARY OF OPERATING RESULTS⁽¹⁾
(Dollars in Thousands)

For The Fiscal Years Ended September 30,

| | 2014 | 2015 | 2016 | 2017 | 2018 |
|---|----------|----------|----------|----------|----------|
| Customers (annual average) | 33,966 | 34,433 | 34,552 | 34,739 | 34,815 |
| System Requirements | | | | | |
| Peak Demands (MW) | 192 | 195 | 196 | 171 | 211 |
| Energy(MWh)..... | 733,793 | 738,958 | 757,400 | 721,088 | 744,119 |
| Total Energy Sales(MWh) | 699,005 | 716,233 | 720,318 | 693,254 | 708,266 |
| Total Operating Revenues | \$97,012 | \$93,588 | \$82,096 | \$94,447 | \$97,814 |
| Operating Expenses: | | | | | |
| Total Purchased Power | \$63,520 | \$59,230 | \$57,970 | \$56,884 | \$57,226 |
| All Other Operating Expenses | | | | | |
| (excluding depreciation) | \$15,239 | \$15,515 | \$10,487 | \$19,642 | \$19,792 |
| Total Operating Expenses | | | | | |
| (excluding depreciation) | \$78,759 | \$74,745 | \$68,457 | \$76,526 | \$77,018 |
| Net Operating Revenues | | | | | |
| Available for Debt Service | \$18,253 | \$18,843 | \$13,639 | \$17,921 | \$20,796 |
| Other Income (Deductions)—Net..... | \$ 659 | \$ 754 | \$ 615 | \$ 1,515 | \$ 843 |
| Net Revenues and Other Income | | | | | |
| Available for Debt Service | \$18,912 | \$19,597 | \$14,254 | \$19,436 | \$21,639 |
| Debt Service—Revenue Bonds | \$ 4,570 | \$ 4,518 | \$ 4,498 | \$ 4,457 | \$ 4,432 |
| Debt Service Ratios | | | | | |
| Actual | 4.14x | 4.34x | 3.17x | 4.36x | 4.88x |
| Per Bond Resolution Rate | | | | | |
| Covenant..... | 1.25x | 1.25x | 1.25x | 1.25x | 1.25x |
| Balance available for renewals, | | | | | |
| replacements, capital additions | | | | | |
| and other lawful purposes | \$14,342 | \$15,079 | \$ 9,756 | \$14,979 | \$17,207 |
| Transferred to General Fund | | | | | |
| (Jacksonville Beach) ⁽²⁾ | \$ 3,608 | \$ 3,670 | \$ 3,689 | \$ 3,858 | \$ 3,900 |

CONDENSED BALANCE SHEET⁽¹⁾
(Dollars in Thousands)

For Fiscal Years Ended September 30,

| | 2017 | 2018 |
|------------------------------------|------------------|------------------|
| ASSETS: | | |
| Net Utility Plant | \$159,788 | \$163,317 |
| Restricted Assets | 9,829 | 9,761 |
| Current Assets | 107,503 | 111,261 |
| Total Asset | <u>\$277,120</u> | <u>\$284,339</u> |
| LIABILITIES AND EQUITY: | | |
| Current Liabilities | \$ 57,952 | \$ 59,085 |
| Retained Earnings | 199,729 | 209,558 |
| Long Term Debt..... | 19,439 | 15,696 |
| Total Liabilities and Equity | <u>\$277,120</u> | <u>\$284,339</u> |

⁽¹⁾ Electric, water, and wastewater utility.

⁽²⁾ Established by Jacksonville Beach ordinance at a maximum 5.5 mills per kWh purchased.

UTILITY BOARD OF THE CITY OF KEY WEST, FLORIDA

General

The City of Key West was first incorporated in 1828 and is the County seat of Monroe County, Florida. It is located near the southern extreme of the Florida Keys, a string of coral islands extending in a southwesterly arc from Biscayne Bay to the Dry Tortugas, and lies further south than any other point in the continental United States. The Utility Board of the City of Key West, Florida (the “Board”) operates the municipally owned electric generation, transmission and distribution facilities in the service area.

The Board is composed of five members who are elected for terms of four years by the registered electors of the City of Key West in even years. Beginning in 2018, the five members will be elected by the registered electors in the utility’s service area from Key West to the northeastern most end of the Seven Mile Bridge. During its organizational meeting, the five members select one member to serve as the Chairman for two years. The Board appoints the Manager of the electric utility System. Only electric system revenues are available for making payments under the Power Sales Contract and the Project Support Contract for the Tri-City and Stanton II Projects and the All-Requirements Power Supply Contract.

Electric Utility System

The Utility Board now operates under the name Keys Energy Services (“KEYS”).

In July 1997, KEYS agreed to become a member of FMPA’s All-Requirements Power Supply Project and began operations as a project participant effective April 1, 1998. On January 1, 2011, the Capacity and Energy Sales Contract was restructured to become the Revised, Amended and Restated Capacity and Energy Sales Contract (C&E Contract). Under the terms of this contract FMPA took over operational control and ownership risk for KEYS Stock Island generating units. FMPA has hired KEYS to maintain and operate the generating units through the Consolidated Operating and Maintenance Contract for the Stock Island Generating Facility also dated January 1, 2011. KEYS retains ownership of the Stock Island land, subject to certain easement and leasehold rights granted to FMPA.

FMPA will utilize the generating units to provide capacity and energy to the All-Requirements Power Supply Project in exchange for \$670,000 per year for ten years to be paid by FMPA to KEYS, and the other negotiated agreements of the parties to affect a True All-Requirements Project (TARP). At the end of ten years full ownership will transfer to FMPA.

Under the contractual arrangement with FMPA, KEYS has assigned all of its generating and firm purchased power resources to FMPA, and FMPA will serve all of KEYS’ requirements.

Further, in the event that power cannot be delivered to KEYS’ service area over the tie line from the mainland, KEYS has established a policy to have island generation capability equal to at least 60% of KEYS’ peak load. FMPA has agreed to meet these criteria by using the existing synchronized generating resources of four combustion turbine units and two medium speed diesels that currently total 111.0 MW. As part of the C&E contract, FMPA is required to maintain generation assets within KEYS’ Service Area equal to or above 60% of KEYS’ load. The related assignment of resources by KEYS to FMPA, and other matters pertaining to KEYS’ power supply are discussed in the following paragraphs.

KEYS had previously entered into other purchased power agreements with other parties including the FMPA Tri-City Project (Stanton 1) and the FMPA Stanton 2 Project. As a member of the All-Requirements Power Supply Project, KEYS’ resources and costs under these two contracts have been assigned to FMPA.

Service Area and Customers

The service area of KEYS consists of the lower Florida Keys, extending approximately 44 miles in an east-west direction from Pigeon Key, adjacent to the service area of the Florida Keys Electric Cooperative Association, Inc. to the City of Key West, representing approximately 74 square miles.

The United States Navy is the largest customer of KEYS and accounted for approximately 7.0% of the total kilowatt hours sold in both fiscal year 2018 and fiscal year 2017.

KEYS’ contract with the Navy is for a term of ten years with a provision which requires the parties to commence negotiations for a new contract at least one year prior to the end of the current contract. The contract also contains provisions for minimum billing, service reduction and exclusive service provisions. Pursuant to this contract, KEYS has agreed to provide a maximum of 15 MW of power at multiple locations.

On September 12, 2007, both parties signed a contract (the “2007 contract”) which was in effect through August 31, 2017. Contract negotiations are being pursued by KEYS; and, the Navy is currently being served non-contractually.

UTILITY BOARD OF THE CITY OF KEY WEST, FLORIDA
SUMMARY OF OPERATING RESULTS⁽¹⁾
(Dollars in Thousands)

| | For The Fiscal Years Ended September 30, | | | | |
|--|--|----------|----------|---------------------|---------------------|
| | 2014 | 2015 | 2016 | 2017 ⁽³⁾ | 2018 ⁽²⁾ |
| Customers (annual average) | 30,859 | 30,989 | 31,303 | 30,109 | 30,009 |
| System Requirements | | | | | |
| Peak Demands (MW) | 144 | 147 | 148 | 148 | 146 |
| Energy(MWh)..... | 770,420 | 779,772 | 800,265 | 764,396 | 746,553 |
| Total Energy Sales(MWh) | 726,995 | 730,085 | 753,051 | 724,492 | 698,893 |
| Total Operating Revenues | \$96,295 | \$86,875 | \$89,843 | \$92,695 | \$87,636 |
| Operating Expenses: | | | | | |
| Total Power Production and Power Supply | \$52,692 | \$45,567 | \$46,745 | \$51,341 | \$44,486 |
| All Other Operating Expenses (excluding depreciation and Unfunded OPEB) | \$25,837 | \$27,408 | \$27,266 | \$29,457 | \$29,808 |
| Total Operating Expenses (excluding depreciation and Unfunded OPEB) | \$78,529 | \$72,975 | \$74,011 | \$80,798 | \$74,294 |
| Net Operating Revenues | | | | | |
| Available for Debt Service | \$17,766 | \$13,900 | \$15,832 | \$11,897 | \$13,342 |
| Other Income (Deductions)—Net..... | \$ 4,170 | \$ 4,745 | \$ 2,608 | \$ 5,419 | \$ 3,288 |
| Net Revenues and Other Income | | | | | |
| Available for Debt Service | \$21,936 | \$18,645 | \$18,440 | \$17,316 | \$16,630 |
| Debt Service—Revenue Bonds | \$11,259 | \$11,228 | \$11,153 | \$11,153 | \$11,153 |
| Debt Service Ratios | | | | | |
| Actual | 1.95x | 1.66x | 1.65x | 1.55x | 1.49x |
| Required Per Bond Resolution Rate Covenant..... | 1.25x | 1.25x | 1.25x | 1.25x | 1.25x |
| Balance available for renewals, replacements, capital additions and other lawful purposes..... | \$10,677 | \$ 7,417 | \$ 7,287 | \$ 6,163 | \$ 5,477 |
| Transferred to General Fund (City of Key West) | \$ 419 | \$ 395 | \$ 391 | \$ 429 | \$ 423 |

CONDENSED BALANCE SHEET⁽¹⁾
(Dollars in Thousands)

| | For Fiscal Years Ended September 30, | |
|------------------------------------|--------------------------------------|------------------|
| | 2017 ⁽³⁾ | 2018 |
| ASSETS: | | |
| Net Utility Plant..... | \$153,761 | \$168,213 |
| Restricted Assets | 23,045 | 30,783 |
| Assets | 58,876 | 71,717 |
| Deferred Outflows of Resources | 13,445 | 8,944 |
| Total Assets | <u>\$249,127</u> | <u>\$279,657</u> |
| LIABILITIES AND EQUITY: | | |
| Liabilities..... | \$104,177 | \$157,981 |
| Retained Earnings..... | 91,507 | 52,369 |
| Long Term Debt | 53,243 | 44,272 |
| Deferred Inflows of Resources | 200 | 25,035 |
| Total Liabilities and Equity | <u>\$249,127</u> | <u>\$279,657</u> |

⁽¹⁾ Electric utility only.

⁽²⁾ Fiscal year 2017 was restated.

⁽³⁾ Subsequent to the end of the 2018 fiscal year, KEYS issued bonds in the principal amount of \$60,000,000.

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APPENDIX C

FMPA'S ANNUAL AUDIT REPORT FOR ITS FISCAL YEAR ENDED SEPTEMBER 30, 2018

APPENDIX D

SUMMARY OF CERTAIN PROVISIONS OF THE RESOLUTION AND POWER SUPPLY CONTRACTS

This Appendix contains summaries of certain provisions of FMPA's All-Requirements Power Supply Project Revenue Bond Resolution, adopted on March 22, 1985, as amended and restated in its entirety on May 23, 2003, as supplemented and amended, including as supplemented and amended by the Supplemental and Amendatory All-Requirements Power Supply Project Revenue Bond Resolution (Governance Amendments) adopted May 24, 2007 and as supplemented by the Series 2019A Supplemental All-Requirements Power Supply Project Revenue Bond Resolution (Fixed Rate Bonds) authorizing the Series 2019A Bonds and the Series 2019B Supplemental All-Requirements Power Supply Project Revenue Bond Resolution (Fixed Rate Bonds) authorizing the Series 2019B Bonds, each adopted on [____], 2019 (collectively, the "Supplemental Resolution" and, together with the All-Requirements Power Supply Project Revenue Bond Resolution, the "Resolution"); and (ii) separate All-Requirements Power Supply Project Contracts, as amended and restated (the "All-Requirements Power Supply Contracts") between FMPA and the Participants. These summaries are not to be considered full statements of the terms of the respective documents and accordingly are qualified by the reference to such respective documents and subject to the full text thereof. Copies of such documents may be obtained from FMPA on request. Capitalized terms not otherwise defined herein have the meanings set forth in the respective documents or the Official Statement.

SUMMARY OF CERTAIN PROVISIONS OF THE RESOLUTION

The following is a general summary of certain provisions of the Resolution. Certain additional provisions relating specifically to the Offered Securities issued pursuant to the Supplemental Resolution and Bond Series Certificate are presented under "DESCRIPTION OF THE OFFERED SECURITIES" and "SECURITY AND SOURCES OF PAYMENT FOR THE OFFERED SECURITIES."

Definitions

Accrued Aggregate Debt Service shall mean, as of any date of calculation, an amount equal to the sum of the amounts of accrued Debt Service with respect to all Series and all Parity Debt, calculating the accrued Debt Service with respect to each Series at an amount equal to the sum of (i) interest on the Bonds of such Series and all Parity Debt accrued and unpaid and to accrue to the end of the then current calendar month, and (ii) Principal Installments due and unpaid and that portion of the Principal Installment for such Series and such Parity Debt next due which would have accrued (if deemed to accrue in the manner set forth in the definition of Debt Service) to the end of such calendar month; provided, however that there shall be excluded from the calculation of Accrued Aggregate Debt Service any Principal Installments which are Refundable Principal Installments.

Adjusted Aggregate Debt Service for any period means, as of any date of calculation, the Aggregate Debt Service for such period except that, if any Refundable Principal Installment for any Series of Bonds is included in Aggregate Debt Service for such period, Adjusted Aggregate Debt Service shall mean Aggregate Debt Service determined as if each such Refundable Principal Installment had been payable, over a period extending from the due date of such Principal Installment through the later of the 35th anniversary of the issuance of such Series of Bonds or the 10th anniversary of the due date of such Principal Installments, in installments which would have required equal annual payments of principal and interest over such period. Interest deemed payable in any Fiscal Year after the actual due date of any Refundable Principal Installment of any Series of Bonds shall be calculated at the weighted average rate of interest actually payable on the Bonds of such Series at the time the calculation is made or such higher rate as FMPA determines appropriate.

Aggregate Debt Service for any period means, as of any date of calculation, the sum of the amounts of Debt Service for such period with respect to all Series and all Parity Debt; provided, however, that for purposes of calculating or estimating Aggregate Debt Service for any future period (except as otherwise specifically provided in the Resolution): (A) any Variable Interest Rate Bonds shall be deemed to bear interest at all times prior to the maturity date thereof for which the interest rate payable thereon has not yet been determined at the Estimated

Average Interest Rate applicable thereto; (B) any Bonds, other than Variable Interest Rate Bonds, in respect of which FMPA has entered into a Qualified Swap shall during the period for which such Qualified Swap is in effect be deemed to bear interest at the highest of the fixed rate or the maximum interest rate payable on such Bonds or pursuant to such Qualified Swap; (C) any Put Bonds Outstanding during such period which by their terms are not required to be paid by FMPA upon tender by the Holder thereof shall be assumed to mature on the stated maturity date thereof; (D) any Put Bonds Outstanding during such period which by their terms are required to be paid by FMPA upon tender by the Holder thereof shall be assumed to mature on the earliest to occur of (1) the stated maturity date thereof, (2) the date provided in an applicable Supplemental Resolution, or (3) if the Bond Support Facility securing such Put Bonds expires within six months or fewer of the date of calculation and has not been renewed or replaced, the expiration date of such Bond Support Facility; (E) the principal amount of any Put Bonds tendered for payment by FMPA which are required to be paid by FMPA which have not yet been purchased in lieu of such payment by FMPA shall be deemed to mature on the date required to be paid pursuant to such tender; and (F) subject to the provisions of the Supplemental Resolution authorizing any Extendible Maturity Bonds, Extendible Maturity Bonds Outstanding during such period shall be deemed to mature on the later of the stated maturity date or the date to which such stated maturity date has been extended.

Annual Budget shall mean the annual budget, as amended or supplemented, adopted or in effect for a particular Fiscal Year as provided in the Resolution.

Bond or Bonds shall mean any bond or bonds, note or notes, or other evidences of indebtedness (other than Subordinated Debt), as the case may be, authenticated and delivered under and pursuant to the Resolution.

Bond Series Certificate means a certificate of an Authorized Officer fixing terms, conditions and other details of the Bonds or Parity Debt, in accordance with the delegation of power to do so under a Supplemental Resolution.

Bond Support Facility means any irrevocable letter of credit, standby bond purchase agreement, line of credit, policy of bond insurance, surety bond, guarantee or similar instrument which is obtained by FMPA and is issued by a financial, insurance or other institution and which provides security or liquidity in respect of the Bonds of any Series (and with respect to a policy of bond insurance guarantees the payment of principal of and interest on the Bonds), not including any Reserve Account Credit Facility.

Business Day means any day that is not a Saturday, Sunday or legal holiday in the State of Florida or a day on which banks in New York City are authorized by law or executive order to close.

Contingency Requirement shall mean, at any date of calculation, with respect to the Contingency Account in the Reserve and Contingency Fund, such amount as at the date of calculation shall have been established by FMPA as the Contingency Requirement in its Annual Budget which is then in effect.

Cost of Acquisition and Construction means all costs, expenses and liabilities of FMPA related to the All-Requirements Power Supply Project or the System which on the date hereof or in the future shall be permitted to be funded with the proceeds of Bonds pursuant to the provisions of the Act or any other applicable laws of the State of Florida.

Credit Facility shall mean an irrevocable letter of credit, surety bond, loan agreement, Standby Purchase Agreement or other agreement, facility or insurance or guaranty arrangement issued or extended by a bank, a trust company, a national banking association, an organization subject to registration with the Board of Governors of the Federal Reserve System under the Bank Holding Company Act of 1956 or any successor provisions of law, a federal branch pursuant to the International Banking Act of 1978 or any successor provisions of law, a savings bank, a saving and loan association, an insurance company or association chartered or organized under the laws of any state of the United States of America, the Government National Mortgage Association or any successor thereto, the Federal National Mortgage Association or any successor thereto, or any other federal agency or instrumentality approved by FMPA, pursuant to which FMPA is entitled to obtain monies to pay the principal, purchase price or Redemption Price of Bonds due in accordance with their terms or tendered for purchase or redemption, plus accrued interest thereon to the date of payment, purchase or redemption thereof in accordance with the Resolution, whether or not FMPA is in default under the Resolution.

Debt Service for any period shall mean, as of any date of calculation and with respect to any Series or any Parity Debt, an amount equal to the sum of (i) interest accruing during such period on Bonds of such Series and all additional interest amounts to accrue to the end of such period pursuant to any related Parity Debt, except to the extent that such interest is to be paid from deposits made from Bond proceeds into the Debt Service Account in the Debt Service Fund (including amounts, if any, transferred thereto from the Construction Fund), and (ii) that portion of each Principal Installment for such Series and such Parity Debt which would accrue during such period if such Principal Installment were deemed to accrue daily in equal amounts from the next preceding Principal Installment due date for such Series and such Parity Debt (or, if there shall be no such preceding Principal Installment due date, from a date one year preceding the due date of such Principal Installment or from the date of issuance of the Bonds of such Series and such Parity Debt, whichever date is later). Such interest and Principal Installments for such Series shall be calculated on the assumption that (x) no Bonds (except for Put Bonds actually tendered for payment or for purchase in accordance with the Supplemental Resolution authorizing the Series of Bonds of which such Bond is one prior to the stated maturity thereof and not purchased or remarketed on the date required to be paid or purchased) of such Series Outstanding at the date of calculation will cease to be Outstanding except by reason of the payment of each Principal Installment on the due date thereof and (y) the principal amount of Put Bonds tendered for payment before the stated maturity thereof shall be deemed to accrue on the date required to be paid pursuant to such tender.

Debt Service Reserve Requirement shall mean, with respect to a particular Series of Bonds, the amount, if any, set forth in the Supplemental Resolution authorizing such Series of Bonds. Any amounts on deposit in the Debt Service Reserve Account for such Bonds shall, unless otherwise provided in the Supplemental Resolution authorizing such Bonds, secure only such Outstanding Bonds (and related Parity Reimbursement Obligations) and shall not be available to pay Debt Service on any other Bonds from time to time Outstanding hereunder.

Extendible Maturity Bonds shall mean Bonds the maturities of which, by their terms, may be extended by and at the option of the Holder thereof.

Net Revenues for any period means the Revenues during such period, determined on an accrual basis, plus (x) the amounts, if any, transferred from the Rate Stabilization Account in the Operation and Maintenance Fund into the Revenue Fund during such period and minus (y) the sum of (a) Operation and Maintenance Expenses during such period, determined on an accrual basis, to the extent paid or to be paid from Revenues and (b) the amounts, if any, accrued in the Revenue Fund for transfer to the Rate Stabilization Account in the Operation and Maintenance Fund during such period.

Option Bonds shall mean both Extendible Maturity Bonds and Put Bonds.

Put Bonds shall mean Bonds which by their terms may be tendered by and at the option of the Holder thereof for payment by FMPA or purchase and remarketing prior to the stated maturity or redemption date thereof either (a) by FMPA and by the Person and/or from the source specified in a Supplemental Resolution or (b), without recourse to FMPA by the Person and/or from the source specified in a Supplemental Resolution; provided, however, that such payment by FMPA shall in all events be required to be supported by a Bond Support Facility.

Refundable Principal Installment means any Principal Installment for any Series of Bonds which FMPA intends to pay with monies which are not Revenues, provided that such intent shall have been expressed in the Supplemental Resolution authorizing such Series of Bonds and provided further that such Principal Installment shall be a Refundable Principal Installment only through the first day of the twelfth month preceding the month in which such Principal Installment comes due or such earlier time as FMPA no longer intends to pay such Principal Installment with monies which are not Revenues.

Revenues shall mean (i) all revenues, income, rents, user fees or charges and receipts derived by FMPA from or attributable to the ownership and operation of the System, including all revenues attributable to the System or to the payment of the costs thereof received by FMPA under any contract for the sale of power, energy, transmission, dispatching or other service from the System or any part thereof or any contractual arrangement with respect to the use of the System or any portion thereof or the services, output or capacity thereof, (ii) the proceeds of any insurance covering business interruption loss relating to the System and (iii) interest received on any monies or

securities held pursuant to the Resolution and paid or required to be paid into the Revenue Fund. Revenues shall not include any amounts paid to FMPA pursuant to a Qualified Swap or similar financial arrangements.

[System] means all items of real and personal property, all interests in or rights to the use of services, output or capacity acquired or purchased by FMPA for the purposes of, or designated by FMPA to be used for the purpose of, meeting its obligations under the All-Requirements Power Supply Contracts, which now or in the future shall be permitted to be included in the System pursuant to the provisions of the Act or other applicable laws of the State of Florida. Unless otherwise provided by action of the Agency designating such items as part of the System, the System shall not include FMPA's 8.806% undivided ownership interest in St. Lucie Unit No. 2, or any rights to receive any electric capacity or energy therefrom; any rights to receive electric capacity and energy pursuant to the St. Lucie Nuclear Reliability Exchange Agreement, dated March 26, 1982, as amended, or the St. Lucie Replacement Power Agreement, dated February 11, 1982; or FMPA's 14.8193% undivided ownership interest in Stanton Unit No. 1 acquired pursuant to the Stanton Unit No. 1 Participation Agreement dated as of January 16, 1984, as amended (the "Stanton Project"); or FMPA's 5.3012% undivided ownership interest in Stanton Unit No. 1 acquired pursuant to Stanton Unit No. 1 Participation Agreement dated as of March 22, 1985, as amended (the "Tri-City Project"); provided, however, that certain Project Participants having Entitlement Shares in the Tri-City Project, Stanton Project, Stanton II Project and/or St. Lucie Project have agreed to sell and make available to FMPA for the All-Requirements Power Supply Project, the capacity and energy from such Entitlement Shares pursuant to the Capacity and Energy Sales Contracts between FMPA and such Project Participants and the right to receive such capacity and energy shall be a part of the System. Notwithstanding the foregoing definition of the term System, such term shall not include any properties, rights or interests in properties of FMPA which FMPA determines shall not constitute a part of the All-Requirements Power Supply Project or the System for the purposes of the All-Requirements Power Supply Project Contracts.]

Trust Estate shall mean (i) the proceeds of the sale of Bonds, (ii) all right, title and interest of FMPA in, to and under the All-Requirements Power Supply Project Contracts, (iii) the Revenues, and (iv) all Funds established by the Resolution (other than the Decommissioning Fund) including the investments, if any, thereof, and the same are hereby pledged and assigned, subject only to the provisions of the Resolution permitting the application thereof for the purposes and on the terms and conditions set forth in the Resolution.

Pledge

The Bonds and any Parity Debt shall be special obligations of FMPA payable solely from and secured as to the payment of the principal and Redemption Price thereof, and interest thereon, in accordance with their terms and the provisions of the Resolution solely by the Trust Estate.

Application Of Revenues

Revenues are pledged by the Resolution to payment of principal and redemption price of and interest on the Bonds, subject to the provisions of the Resolution permitting application thereof for other purposes. The Resolution establishes the following Funds and Accounts:

| Funds | Held by: |
|-----------------------------------|----------|
| Construction Fund | Trustee |
| Revenue Fund | FMPA |
| Operation and Maintenance Fund | FMPA |
| Operation and Maintenance Account | |
| Working Capital Account | |
| Rate Stabilization Account | |
| Debt Service Fund | Trustee |
| Debt Service Account | |
| Debt Service Reserve Account | |

| | |
|--|---|
| Subordinated Debt Fund | Held as determined by the Supplemental Resolution |
| Reserve and Contingency Fund Renewal and Replacement Account | FMPA |
| Contingency Account | |
| General Reserve Fund | FMPA |

Pursuant to the Resolution, all Revenues are to be deposited promptly by FMPA upon receipt thereof into the Revenue Fund. Each month, amounts in the Revenue Fund are to be paid to the following Funds in the order of priority for application therefrom as follows:

- To the credit of the Operation and Maintenance Account, the Working Capital Account and the Rate Stabilization Account in the Operation and Maintenance Fund, the respective amounts which are equal to (i) in respect to the Operation and Maintenance Account, the amount required so that the balance credited to such Account shall equal the amount estimated to be necessary for the payment of Operation and Maintenance Expenses for the next succeeding calendar month and (ii) in respect to the Working Capital Account and the Rate Stabilization Account, the amount required so that the balance credited to such Accounts equals the monies budgeted to be on credit to said Accounts in the Annual Budget for the next succeeding calendar month. Amounts credited to the Operation and Maintenance Account will be applied by FMPA to the payment of Operation and Maintenance Expenses. Amounts credited to the Working Capital Account shall, at the direction of FMPA, (i) be credited to the Operation and Maintenance Account, (ii) be applied directly to any of the purposes for which amounts in the Operation and Maintenance Account could be applied, (iii) to the extent provided in the current Annual Budget, be transferred to the Debt Service Account, or (iv) to the extent that such amounts were not credited thereto from the proceeds of the Bonds, be credited to the Reserve and Contingency Fund or to the Decommissioning Fund, if then created. Amounts credited to the Rate Stabilization Account shall, at the direction of FMPA, (i) to the extent provided in the current Annual Budget, be credited to or transferred to, as appropriate, any other Fund or Account held under the Resolution, (ii) be applied to make up deficiencies in the Debt Service Account and the Debt Service Reserve Account except deficiencies in the Debt Service Reserve Account due to transfers to the Debt Service Account, (iii) be paid to each Reserve Account Credit Facility Provider to reimburse such provider for any amounts advanced under its Reserve Account Credit Facility, (iv) be applied to make up deficiencies in the Debt Service Reserve Account due to transfers to the Debt Service Account, and (v) be applied to make up deficiencies in the Renewal and Replacement Account and the Contingency Account. The Resolution provides for the application of excess amounts in the Operation and Maintenance Account to make up any deficiencies in certain other Funds established under the Resolution, with any balance to be deposited in the General Reserve Fund. The determination of the amounts and application of any such excess amounts shall be made by FMPA.

- For deposit into the Debt Service Account in the Debt Service Fund, the amounts required so that the balance (excluding capitalized interest on deposit therein in excess of the amount thereof to be applied to pay interest accrued and to accrue on all outstanding Bonds to the end of the then current calendar month) in said Account equals the Accrued Aggregate Debt Service as of the last day of the then current calendar month or, if interest and/or principal are required to be paid to Holders of Bonds during the next succeeding calendar month on a day other than the first day of such calendar month, Accrued Aggregate Debt Service as of the day through and including which such interest and/or principal is required to be paid. The Trustee will apply amounts in the Debt Service Account to the payment of principal of and interest on the Bonds.

With respect to amounts accumulated in the Debt Service Account with respect to any Sinking Fund Installments, the Trustee may, and if directed by FMPA, shall apply such amounts on or prior to the 40th day preceding the due date of such Sinking Fund Installment to (i) the purchase of Bonds of the Series, maturity and

interest rate within each maturity for which such Sinking Fund Installment was established or (ii) the redemption at the applicable Redemption Price of such Bonds.

- To reimburse each Reserve Account Credit Facility Provider for any amounts advanced under its Reserve Account Credit Facility, including paying interest thereon, in accordance with the terms of such Reserve Account Credit Facility and any reimbursement agreement between FMPA and the Reserve Account Credit Facility Provider; to the extent that on any date the amounts available for such reimbursement payments are insufficient to make all such payments, including interest, the amounts actually available shall be paid pro rata, to each Reserve Account Credit Facility Provider in proportion to the payments then due under the respective Reserve Account Credit Facilities; provided, however, that if any such payment shall not result in the reinstatement of a portion of such Reserve Account Credit Facility in an amount equal to such payment (excluding the portion thereof representing interest on such advance), such reimbursement payment shall be made only after the payments otherwise required by the Resolution.

- To the credit of each subaccount in the Debt Service Reserve Account, the amount, if any, required for such subaccounts to equal the Debt Service Reserve Requirement as of the last day of the current calendar month.

Amounts in the Debt Service Reserve Account are to be applied to make up any deficiency in the Debt Service Account. Whenever the amount in the Debt Service Reserve Account, together with the amount in the Debt Service Account, is sufficient to pay in full all outstanding Bonds in accordance with their terms, the funds on deposit in the Debt Service Reserve Account will be transferred to the Debt Service Account. Whenever monies on deposit in the Debt Service Reserve Account exceed the Debt Service Reserve Requirement, the excess may, if requested by FMPA, be deposited in the Revenue Fund.

- To the Subordinated Debt Fund, the amount, if any, required by the Supplemental Resolution authorizing such issue to pay principal or sinking fund installments of and premiums, if any, and interest on each issue of Subordinated Debt and reserves therefor. FMPA will apply amounts in the Subordinated Debt Fund in accordance with the Supplemental Resolution authorizing the issue. If at any time the amount in the Debt Service Account in the Debt Service Fund is deficient or the amount in the Debt Service Reserve Account is less than the Debt Service Reserve Requirement as a result of a transfer to the Debt Service Account, and there are no available monies sufficient to cure such deficiency in the Reserve and Contingency Fund or the General Reserve Fund, amounts in the Subordinated Debt Fund will be applied to make up such deficiency.

- To the credit of the Reserve and Contingency Fund, for credit to (i) the Renewal and Replacement Account, the amount, if any, budgeted for credit therein during such month in the then current Annual Budget, and (ii) the Contingency Account, the amount, if any, required for such Account to equal the Contingency Requirement.

Amounts in the Renewal and Replacement Account will be applied to the payment of Development Costs and costs of renewals, replacements, repairs, additions, betterments, enlargements and improvements to the System necessary to keep the same in good operating condition or to prevent a loss of Revenues therefrom, or required by any governmental agency having jurisdiction over the System or any part thereof.

Amounts in the Contingency Account will be applied to the payment of costs of major renewals, replacements, repairs, additions, betterments, enlargements and improvements with respect to the System and to the payment of Development Costs, in each case to the extent that amounts credited to the Renewal and Replacement Account are insufficient.

If at any time the amount in the Debt Service Account is deficient or the amount in the Debt Service Reserve Account is less than the Debt Service Reserve Requirement as a result of a transfer to the Debt Service Account, and there are not on deposit in the General Reserve Fund available monies sufficient to cure such deficiency, then FMPA will transfer from the Reserve and Contingency Fund the amount necessary to make up such deficiency.

Amounts in the Renewal and Replacement Account and the Contingency Account which exceed the respective amounts required to be held therein, to the extent not required to make up deficiencies in the Debt Service Fund may be deposited in the Decommissioning Fund, if established, or, in the General Reserve Fund.

- To the credit of the General Reserve Fund, the balance, if any, in the Revenue Fund; FMPA will transfer from the General Reserve Fund amounts in the following order of priority: (i) to the Debt Service Account and the Debt Service Reserve Account in the Debt Service Fund the amount necessary to make up any deficiencies in payments to said Accounts except deficiencies in the Debt Service Reserve Account due to transfers to the Debt Service Account (ii) to the Debt Service Reserve Account the amount of any deficiency in such Account resulting from any transfer to the Debt Service Account, and (iii) to the Renewal and Replacement Account and the Contingency Account in the Reserve and Contingency Fund, in that order, the amount necessary to make up any deficiencies in payments to said Fund.

Amounts in the General Reserve Fund not required for any of the above purposes shall upon determination of FMPA be applied to or set aside by FMPA for any one or more of the following: (i) the purchase or redemption of Bonds, and expenses and reserves in connection therewith; (ii) payment of Operation and Maintenance Expenses or credit to the Working Capital Account in the Operation and Maintenance Fund; (iii) payments into any separate accounts established in the Construction Fund; (iv) transfer to the credit of the Renewal and Replacement Account or the Contingency Account in the Reserve and Contingency Fund; (v) transfer to the Subordinated Debt Fund; (vi) transfer to the Rate Stabilization Account in the Operation and Maintenance Fund; (vii) payments of any termination or other fees, expenses, indemnification or other obligations to a Qualified Swap Provider; and (viii) any other lawful purpose of FMPA related to the System.

Debt Service Reserve Account

In lieu of the required deposits and transfers to any subaccount in the Debt Service Reserve Account, FMPA may at any time cause to be deposited into such subaccount for the benefit of the holders of the Bonds and any related Parity Reimbursement Obligations, an insurance policy or a letter of credit in an amount equal to the difference between the Debt Service Reserve Requirement and the sums, if any, then on deposit in such subaccount or being deposited in such subaccount concurrently with such insurance policy or letter of credit. The insurance policy or letter of credit shall be payable (upon the giving of notice as required thereunder) on any date on which monies will be required to be withdrawn from the subaccount and applied to the payment of a Principal Installment of or interest on any Bonds and any related Parity Debt entitled to the benefit of such amounts in such subaccount and such withdrawal cannot be met by amounts on deposit in such subaccount. The insurer providing such insurance policy shall be a municipal bond or other insurance company, obligations insured by which are rated in one of the two highest rating categories by each nationally recognized rating agency then rating any Series of Bonds at the request of FMPA. The letter of credit issuer shall be a bank or savings and loan association whose long-term uncollateralized debt obligations are rated in either of the two highest rating categories by each nationally recognized rating agency then rating any Series of Bonds at the request of FMPA. If a disbursement is made pursuant to an insurance policy or a letter of credit, FMPA shall be obligated either (i) to reinstate the maximum limits of such insurance policy or letter of credit or (ii) to deposit into the appropriate subaccount in the Debt Service Reserve Account, funds in the amount of the disbursement made under such insurance policy or letter of credit, or a combination of such alternatives, as shall provide that the amount in such subaccount equals the Debt Service Reserve Requirement.

In the event of the refunding of any Bonds, the Trustee shall, if FMPA so directs, withdraw from the related subaccount in the Debt Service Reserve Account in the Debt Service Fund all, or any portion of, the amounts accumulated therein with respect to the Bonds being refunded and deposit such amounts with itself as Trustee to be held for the payment of the principal or Redemption Price, if applicable, and interest on the Bonds being refunded; provided that such withdrawal shall not be made unless (a) immediately thereafter the Bonds being refunded shall be deemed to have been paid pursuant to the provisions of the Resolution, and (b) the amount remaining in the related subaccount, after giving effect to the issuance of the Refunding Bonds and the disposition of the proceeds thereof and to any insurance policy or letter of credit deposited in such subaccount, shall not be less than the Debt Service Reserve Requirement. In the event of such refunding, FMPA may also direct the Trustee to withdraw from the related subaccount all, or any portion of, the amounts accumulated therein with respect to Debt Service on the Bonds being refunded and deposit such amounts in any Fund or Account under the Resolution; provided, however, that

such withdrawal shall not be made unless items (a) and (b) referred to hereinabove have been satisfied and provided, further, at the time of withdrawal, there shall exist no deficiency in any Fund or Account held under the Resolution.

Construction Fund

The Resolution establishes a Construction Fund, to be held by the Trustee, into which will be paid amounts required by the provisions of the Resolution and any Supplemental Resolution and, at the option of FMPA, any monies received for or in connection with the System by FMPA from any other source, unless required to be otherwise applied as provided in the Resolution. In addition, subject to the provisions of any agreements relating to the purchase, ownership or operation of any part of the System, proceeds of insurance for physical loss of or damage to the System or of contractors' performance bonds with respect thereto pertaining to the period of construction will be paid into the Construction Fund.

The Trustee will pay to or for the account of FMPA, upon the requisitions of FMPA therefor pursuant to the Resolution, from the Construction Fund, the Cost of Acquisition and Construction of the System. The Trustee will pay to FMPA, upon the requisition therefor, a sum or sums aggregating not more than \$10,000,000 to be used by FMPA to establish a revolving fund to pay Costs of Acquisition and Construction which cannot conveniently be paid through the requisition process.

To the extent that other monies are not available therefor, amounts in the Construction Fund will be applied to the payment of principal of and interest on Bonds when due.

Bonds Other Than Refunding Bonds

FMPA may issue Bonds for the purpose of paying all or a portion of the Cost of Acquisition and Construction of the System.

Refunding Bonds

One or more Series of Refunding Bonds may be issued to refund any Outstanding Bonds or Parity Debt. The issuance of Refunding Bonds to refund Outstanding Bonds is subject to the receipt by the Trustee of, among other things, a certificate of an Authorized Officer stating that such Refunding Bonds are being issued to reduce amounts payable under the All-Requirements Power Supply Project Contracts or that the issuance of such Refunding Bonds is otherwise advantageous to FMPA or the Project Participants.

Investment of Certain Funds

The Resolution provides that certain funds and accounts held thereunder may, and in the case of the Debt Service Account and the Debt Service Reserve Account in the Debt Service Fund and of the Subordinated Debt Fund must be invested to the fullest extent practicable in Investment Securities. The Resolution provides that such investments will mature no later than such times as necessary to provide monies when needed for payments from such Funds and Accounts. "Investment Securities" are defined in the Resolution to mean and include any of the following securities, if and to the extent the same are at the time legal for investment of FMPA's funds:

(i) any bonds or other obligations which as to principal and interest constitute direct obligations of, or are unconditionally guaranteed by, the United States of America, including obligations of any of the Federal agencies set forth in clause (iii) below to the extent unconditionally guaranteed by United States of America;

(ii) any bonds or other obligations of any state of the United States of America or of any agency, instrumentality or local governmental unit of such state (a) which are not callable prior to maturity or as to which irrevocable instructions have been given to the trustee of such bonds or other obligations by the obligor to give due notice of redemption and to call such bonds for redemption on the date or dates specified in such instructions, (b) which are secured as to principal and interest and redemption premium, if any, by a fund consisting only of cash or bonds or other obligations of the character described in clause (i) hereof which fund may be applied only to the payment of such principal of and interest and redemption premium, if any, on such bonds or other obligations on the

maturity date or dates thereof or the redemption date or dates specified in the irrevocable instructions referred to in subclause (a) of this clause (ii), as appropriate, and (c) as to which the principal of and interest on the bonds and obligations of the character described in clause (i) hereof which have been deposited in such fund along with any cash on deposit in such fund are sufficient to pay principal of and interest and redemption premium, if any, on the bonds or other obligations described in this clause (ii) on the maturity date or dates thereof or on the redemption date or dates specified in the irrevocable instructions referred to in subclause (a) of this clause (ii), as appropriate;

(iii) bonds, debentures, or other evidences of indebtedness issued or guaranteed by any agency or corporation which has been or may hereafter be created pursuant to an Act of Congress as an agency or instrumentality of the United States of America;

(iv) New Housing Authority Bonds issued by public agencies or municipalities and fully secured as to the payment of both principal and interest by a pledge of annual contributions under an Annual Contributions Contract or Contracts with the United States of America; or Project Notes issued by public agencies or municipalities and fully secured as to the payment of both principal and interest by a requisition or payment agreement with the United States of America;

(v) direct and general obligations of any state of the United States of America or any agency, instrumentality or local governmental unit of any such state, to the payment of the principal of and interest on which the full faith and credit of such state, agency, instrumentality or local governmental unit is pledged, provided that at the time of their purchase under the Resolution such obligations are rated in either of the two highest categories by a nationally recognized bond rating agency;

(vi) obligations of any state of the United States of America or any political subdivision thereof or any agency or instrumentality of any state or political subdivision which shall be rated in the highest rating category by a nationally recognized bond rating agency;

(vii) certificates or other instruments that evidence ownership of the right to payments of principal of or interest on obligations of any state of the United States of America or any political subdivision thereof or any agency or instrumentality of any state or political subdivision, provided that such obligations shall be held in trust by a bank or trust company or a national banking association meeting the requirements for a successor Trustee in accordance with the Resolution, and provided further that the payments of all principal of and interest on such certificates or such obligations shall be fully insured or unconditionally guaranteed by, or otherwise unconditionally payable pursuant to a credit support arrangement provided by, one or more financial institutions or insurance companies or associations which at the date of investment shall have an outstanding, unsecured, uninsured and unguaranteed debt issue rated in the highest rating category by a nationally recognized bond rating agency, or, in the case of an insurer providing municipal bond insurance policies insuring the payment, when due, of the principal of and interest on municipal bonds, such insurance policy shall result in such municipal bonds being rated in the highest rating category by a nationally recognized bond rating agency;

(viii) certificates that evidence ownership of the right to payments of principal or interest on obligations described in clause (i), provided that such obligations shall be held in trust by a bank or trust company or a national banking association meeting the requirements for a successor Trustee in accordance with the Resolution;

(ix) certificates of deposit, whether negotiable or non-negotiable, and banker's acceptances of the 50 largest banks in the United States or commercial paper issued by the parent holding company of any such bank which at the time of investment has an outstanding unsecured, uninsured and unguaranteed debt issue ranked in either of the two highest rating categories by a nationally recognized bond rating agency (including the Trustee and its parent holding company, if any, if it otherwise qualifies);

(x) commercial paper, other than that issued by bank holding companies, (1) rated at the date of investment in the highest rating category by a nationally recognized bond rating agency, or (2) issued by United States corporations which at the date of investment have an outstanding, unsecured, uninsured and unguaranteed debt issue rated in either of the two highest rating categories by a nationally recognized bond rating agency;

(xi) any repurchase agreement with any bank or trust company organized under the laws of any state of the United States of America or any national banking association or government bond dealer reporting to, trading with, and recognized as a primary dealer by the Federal Reserve Bank of New York, which agreement is secured by any one or more of the securities described in clauses (i), (iii), (iv), (ix), or (x) above, which securities shall at all times have a market value (exclusive of accrued interest) not less than the full amount of the repurchase agreement, and be delivered to another bank or trust company organized under the laws of any state of the United States of America or any national banking association, as custodian in the name of or for exclusive benefit of FMPA;

(xii) shares of an Investment Company, organized under the Investment Company Act of 1940 as amended, which invests its assets exclusively in obligations of the type described in clause (i), (vi), (ix), (x), or (xi) above;

(xiii) Local Government Surplus Trust Fund of the State of Florida;

(xiv) Certificates of deposit, whether negotiable or non-negotiable, and banker's acceptance of the 10 largest banks in the State of Florida measured in terms of their primary capital (i.e., equity minus reserves);

(xv) Money market funds rated in the highest category for comparable types of obligations by each Rating Agency then maintaining a rating on the Bonds at the request of FMPA;

(xvi) investment agreements or guaranteed investment contracts with any financial institution whose senior long-term debt obligations or whose obligations under such investment agreement or guaranteed investment contract are guaranteed by a financial institution whose senior long-term debt obligations have a rating (at the time such agreement or contract is entered into) one of the two highest rating categories for comparable types of obligations by each Rating Agency then maintaining a rating on the Bonds at the request of FMPA ; and

(xvii) any other investment in which FMPA is authorized from time to time to invest under applicable law with respect to which an Authorized Officer has, on or before the date thereof, delivered to the Trustee (A) a certificate to the Trustee designating the additional investment as an Investment Security and (B) a Rating Confirmation.

Interest (net of the return of accrued interest paid in connection with the purchase of any investment) earned on any monies or investments in such Funds or Accounts, other than the Construction Fund, shall be paid into the Revenue Fund. Interest on monies or investments in the Construction Fund shall be held in such Fund for the purposes thereof.

The Trustee and FMPA may deposit monies in all Funds and Accounts held by it under the Resolution in banks or trust companies organized under the laws of any state of the United States or national banking associations having capital stock, surplus and undivided earnings of \$50,000,000 or more ("Depositories"). All monies held under the Resolution by the Trustee, FMPA or any Depository must be either (i) fully insured by the Federal Deposit Insurance Corporation, or (ii) continuously and fully secured by lodging with the Trustee or FMPA, as custodian, as collateral security, such securities as are described in clauses (i) through (iv), inclusive or in clause (viii), of the definition of "Investment Securities" having a market value not less than the amount of such monies, and secured in such other manner as may then be required by applicable Federal or State of Florida laws and regulations and applicable state laws and regulations of the state in which the Trustee, FMPA or such Depository is located; provided, however, that, to the extent permitted by law, it will not be necessary for the Trustee or any Paying Agent to give security for the deposit of any monies held in trust by it and set aside for the payment of the principal of, Redemption Price of, or interest on any Bonds, or for the Trustee, FMPA or any Depository to give security for any monies which are represented by obligations or certificates of deposit purchased as an investment of such monies.

Creation of Liens

FMPA will not issue any bonds, notes, debentures or other evidences of indebtedness of a similar nature, other than the Bonds and Parity Debt, payable out of or secured by a security interest in or pledge or assignment of the Trust Estate or other monies, securities or funds held or set aside under the Resolution, nor will it create or cause

to be created any lien or charge thereon; provided, however, to the extent permitted by law, FMPA may issue (a) bond anticipation notes, (b) evidences of indebtedness (i) payable out of monies in the Construction Fund as part of the Cost of Acquisition and Construction or (ii) payable out of, or secured by a security interest in a pledge and assignment of, Revenues to be received after the discharge of the pledge of Revenues provided in the Resolution or (c) Subordinated Debt.

Rate Covenant

FMPA covenants that it will fix, establish, maintain and collect rents, rates, fees and charges under the All-Requirements Power Supply Project Contracts and shall otherwise charge and collect rents, rates, fees and charges for the use or the sale of the output, electric capacity and energy or service of the System which, together with other available Revenues, are reasonably expected to yield Net Revenues for the 12-month period commencing with the effective date of such rents, rates and charges which shall be equal to at least the Aggregate Debt Service for such period and, in any event, as shall be required, together with other available funds, to pay or discharge all other indebtedness, charges and liens whatsoever payable out of Revenues under the Resolution; provided, however, that any Principal Installment which is a Refundable Principal Installment may be excluded from Aggregate Debt Service for purposes of the foregoing but only to the extent that FMPA intends to pay such Principal Installment from sources other than Revenues. Promptly upon (a) any material decrease in any month in the Revenues anticipated to be produced by any rents, rates or charges at the time of adoption of such rents, rates or charges or any later review thereof, (b) any material increase in expenses of operation of the System on any month not contemplated at the time of adoption of the rents, rates and charges then in effect or any later review thereof, or (c) any other material change in the circumstances which were contemplated at the time such rents, rates and charges were most recently reviewed, but not less frequently than once every 12 months, FMPA shall review the rents, rates, fees and charges so established and shall promptly establish or revise such rents, rates, fees and charges as necessary to comply with the foregoing requirements, provided that such rents, rates, fees and charges shall in any event produce monies sufficient to enable FMPA to comply with all its covenants under the Resolution.

In estimating Aggregate Debt Service on any Variable Rate Bonds for the purposes of the foregoing paragraph, FMPA shall be entitled to assume that such Variable Rate Bonds will bear such interest rate or rates as FMPA shall determine; provided, however, that the interest rate or rates assumed shall not be less than the interest rate borne by such Variable Rate Bonds at the time such estimate is made.

Covenants with Respect to All-Requirements Power Supply Project Contracts

FMPA covenants that it will collect and cause to be deposited in the Revenue Fund all amounts payable to it under the All-Requirements Power Supply Project Contracts or payable to it pursuant to any other contract for the sale or the use of output, capacity, or other service from the System. FMPA will enforce the provisions of the All-Requirements Power Supply Project Contracts and duly perform its covenants and agreements thereunder. FMPA will not consent to any rescission of, or amendment to, or take any action under or in connection with, the All-Requirements Power Supply Contracts unless it complies with the requirements in the Resolution.

Annual Budget

FMPA will file with the Trustee an Annual Budget for each Fiscal Year. The Annual Budget will include monthly appropriations for the estimated Operation and Maintenance Expenses and other expenditures for the System for such year, monthly appropriations for the estimated amount to be credited during each month to the Rate Stabilization Account, the Operation and Maintenance Account and the Working Capital Account in the Operation and Maintenance Fund, and the estimated amount to be credited during each month in the Renewal and Replacement Account and the Contingency Account in the Reserve and Contingency Fund and the Decommissioning Fund, if established, and the requirements, if any, for and the amounts estimated to be expended during each month from each Fund and Account. FMPA shall review quarterly, and at such other times as it deems desirable, its estimates set forth in the Annual Budget and in the event such estimates do not substantially correspond with actual Revenues, Operation and Maintenance Expenses or other requirements, or if there are extraordinary expenses, FMPA shall prepare an amended Annual Budget for the remainder of such fiscal year. FMPA may also at any time adopt an amended Annual Budget for the remainder of the then current Fiscal Year.

Insurance

FMPA will use its best efforts to keep or cause to be kept the properties of the System which are of an insurable nature and of the character usually insured by those operating properties similar to the System and in which FMPA has an insurable interest insured against loss or damage by fire and from other causes customarily insured against and in such relative amounts as are usually obtained. FMPA will at all times use its best efforts to maintain or cause to be maintained insurance or reserves against loss or damage from such hazards and risks to the person and property of others as are usually insured or reserved against by those operating properties similar to the properties of the System. FMPA will only be required to obtain such insurance if the same is available at reasonable rates and upon reasonable terms and conditions but if such insurance is not so obtainable, FMPA shall deliver an opinion to the Trustee of an independent insurance consultant to that effect.

Accounts and Reports

FMPA will keep or cause to be kept proper and separate books of records and accounts relating to the System, the Funds and Accounts established under the Resolution and relating to costs and charges under the All-Requirements Power Supply Project Contracts. Such books, together with all contracts and all other books and papers of FMPA relating to the System, will at all times be subject to the inspection of the Trustee and the holders of not less than 5% in principal amount of Bonds then outstanding.

FMPA will file annually with the Trustee and the Consulting Engineer an annual report, accompanied by an accountant's certificate, relating to the financial position of the System, statements of assets and liabilities, statements of Revenues and Operation and Maintenance Expenses, a summary with respect to Funds and Accounts established under the Resolution of the changes in financial condition during such year, and a statement as to the existence of any default under the provisions of the Resolution.

FMPA will notify the Trustee forthwith of any Event of Default or default in the performance by FMPA of any covenant, agreement or condition of the Resolution. FMPA will file annually with the Trustee a certificate stating whether, to the best of the signer's knowledge and belief, FMPA has complied with its covenants and obligations in the Resolution and whether there is then existing any Event of Default or other event which would become an Event of Default upon lapse of time.

The reports, statements and other documents required to be furnished to the Trustee pursuant to provisions of the Resolution will be available for the inspection of holders of the Bonds at the office of the Trustee and will be mailed to each holder of the Bonds who files a written request therefor with FMPA. FMPA may charge for such reports, statements and other documents a reasonable fee to cover reproduction, handling and postage.

Amendments and Supplemental Resolutions

Any of the provisions of the Resolution may be amended by FMPA by a supplemental resolution upon the consent (a) of the holders of at least a majority in principal amount of the Bonds outstanding at the time such consent is given and (b) if less than all of the several Series of outstanding Bonds are affected of the holders of at least a majority in principal amount of each Series so affected and outstanding. No such amendment may permit a change in the terms of redemption (including Sinking Fund Installments) or maturity of the principal of any outstanding Bond or any installment of interest thereon or make any reduction in principal amount, redemption price or rate of interest without consent of each affected holder, or reduce the percentages of consents required for a further amendment.

Also, to the extent that all or any portion of Bonds or any Series of Bonds are insured by any nationally recognized company engaged in the business of insuring municipal bonds, such insurance company will be deemed to be the holder of Bonds of any Series as to which it is the insurer at all times for the purpose of giving any approval or consent to the execution and delivery of any supplemental resolution or any amendment, change or modification of the Resolution which requires the written approval or consent of the holders of at least a majority in aggregate principal amount of Bonds of such Series at the time Outstanding.

FMPA may adopt (without the consent of any holders of the Bonds) supplemental resolutions to close the Resolution against, or impose limitations upon, issuance of bonds or other evidences of indebtedness; to add to the covenants and agreements of FMPA in the Resolution; to add to the limitations and restrictions contained in the Resolution; to authorize Bonds of a Series; to authorize, in compliance with all applicable law, Bonds of each Series to be issued in the form of coupon bonds registrable as to principal only or in the form of Bonds issued and held in book-entry form on the books of FMPA or any Fiduciary appointed for that purpose by FMPA; to establish for any Series of Bonds a separate subaccount in the Debt Service Reserve Account and make such other amendments to the Resolution necessary or desirable to insure that such Accounts and subaccounts functions in the manner contemplated; to authorize Parity Debt; to authorize Subordinated Debt of a Series; to provide for a Bond Support Facility, Reserve Account Credit Facility, Qualified Swap or other similar arrangement with respect to any Series of Bonds; to reflect the substitution of a new Bond Support Facility or a new Qualified Swap Provider; to confirm any pledge under the Resolution of Revenues or other monies, securities or other funds; to modify any of the provisions of the Resolution provided that such modification is effective only after all Bonds of each Series outstanding at the date of such modification will cease to be outstanding; to add additional Events of Default; to add provisions relating to the application of interest earnings on any Fund or Account under the Resolution required by law to preserve the exemption of interest received on Bonds then Outstanding or to be issued from Federal and/or State income taxation; and to appoint a Trustee. FMPA may adopt (without the consent of any holders of the Bonds but with the consent of the Trustee) supplemental resolutions to cure any ambiguity, supply any omission or cure or correct any defect or inconsistent provision in the Resolution, and to clarify matters or questions arising under the Resolution and not contrary to or inconsistent with the Resolution.

In addition to the purposes described above, FMPA may with the consent of the Trustee but without the consent of Bondholders amend the Resolution to make any amendment or modification which the Trustee, in its sole discretion, determines will not have a material adverse effect on Bondholders.

Notwithstanding anything in the Resolution to the contrary, the consent of the owners of any Series of Bonds to be issued thereunder shall be deemed given if the underwriters or initial purchasers for resale consent in writing to such Supplemental Resolution and the nature of the amendment effected by such Supplemental Resolution is disclosed in the official statement or other offering document pursuant to which such Series of Additional Bonds is offered and sold to the public.

Trustee, Paying Agents

The Resolution requires the appointment by FMPA of one or more Paying Agents (which may include the Trustee). The Trustee may at any time resign on 120 days' written notice to FMPA and may at any time be removed by FMPA with or without cause provided that no Event of Default exists or would exist with notice and/or passage of time. A successor Trustee may be appointed by FMPA, or if FMPA fails to appoint a successor Trustee within 60 days, by the holders of a majority in principal amount of the Bonds then outstanding. Any successor Trustee must be a bank or trust company organized under the laws of any state or a national banking association having capital stock, surplus and undivided earnings aggregating at least \$50,000,000 if there be such an entity willing to accept such appointment.

Exchange, Transfer and Registry

In all cases in which the privilege of transferring or exchanging the Bonds is exercised, FMPA will execute and the Trustee will authenticate and deliver the Bonds in accordance with the provisions of the Resolution. For every such exchange or transfer of the Bonds, FMPA or the Bond Registrar may make a charge sufficient to reimburse it for any tax, fee or other governmental charge required to be paid with respect to such exchange or transfer. Neither FMPA nor the Bond Registrar will be required to transfer or exchange the Bonds for a period of 15 days next preceding an interest payment date or next preceding any selection of the Bonds to be redeemed or thereafter until after the mailing of any notice of redemption.

Defeasance

The pledge of the Trust Estate, and all covenants, agreements and other obligations of FMPA to the holders of the Bonds under the Resolution will cease, terminate and become void and be discharged and satisfied whenever

all Bonds have been paid in full. Bonds will be deemed to have been so paid whenever the following conditions are met: (a) there shall have been deposited with the Trustee either monies in an amount which will be sufficient, or Investment Securities (as defined in the paragraph under the heading "Investments of Certain Funds and Accounts"), the principal of and the interest on which, when due, will provide monies which, together with any monies also deposited with the Trustee, will be sufficient, to pay when due the principal or Redemption Price, if applicable, and interest due or to become due on such Bonds, (b) in the case of Bonds to be redeemed prior to maturity, FMPA has given to the Trustee instructions to mail the notice of redemption therefor, (c) in the event such Bonds are not subject to redemption within the next succeeding 60 days, FMPA has given to the Trustee instructions to mail a notice to the holders of such Bonds that the deposit required by (a) above has been made with the Trustee and that such Bonds are deemed to be paid and stating the maturity or redemption date upon which monies are to be available to pay the principal or redemption price, if applicable, on such Bonds, and (d) all Parity Debt has been repaid in full or payment thereof has been otherwise provided for. The Trustee will, as and to the extent necessary, apply monies held by it as above described to the retirement of said Bonds in amounts equal to the unsatisfied balances of any Sinking Fund Installments with respect to such Bonds, all in the manner provided in the Resolution.

If so directed by FMPA prior to (i) the maturity date of Bonds deemed to have been paid as described in the preceding paragraph which are not to be redeemed prior to their maturity date or (ii) the mailing of the notice referred to in clause (b) above with respect to Bonds deemed to have been paid as described above which are to be redeemed prior to their maturity date, the Trustee is required to apply monies deposited with it in respect of Bonds in accordance with clause (a) above and redeem or sell Investment Securities so deposited with it and apply the proceeds thereof to the purchase of such Bonds and the Bonds so purchased shall be immediately cancelled by the Trustee. No such Bonds shall be purchased unless the monies and the Investment Securities remaining on deposit with the Trustee after such purchase and cancellation would be sufficient to pay when due the Principal Installment or redemption price, if applicable, and interest due, or to become due, on all Bonds in respect to which such monies and Investment Securities are being held by the Trustee. If, at any time prior to the happening of the events described in clauses (i) and (ii) of this paragraph, FMPA shall purchase or otherwise acquire any such Bonds and deliver such Bonds to the Trustee prior to their maturity date or redemption date, as the case may be, the Trustee shall immediately cancel all such Bonds so delivered. In the event that on any interest payment date as a result of any such purchases or deliveries and cancellations of Bonds the total amount of monies and Investment Securities remaining on deposit with the Trustee is in excess of the total amount required to be deposited with the Trustee on such date in respect to the remaining Bonds in order to comply with clause (a) of the first paragraph of this section, the Trustee shall, if requested by FMPA, pay the amount of such excess to FMPA free and clear of the pledge or lien of the Resolution.

For purposes of defeasance, Investment Securities mean (i) only such securities as are described in clause (i), (iv), (vi), (vii) or (viii) of the definition of Investment Securities under the caption "Investment of Certain Funds and Accounts" above which shall not be subject to redemption prior to their maturity other than at the option of the holder thereof; (ii) such securities as are described in clause (ii) of the definition of Investment Securities which shall not be subject to redemption prior to their maturity other than at the option of the Holder thereof or as to which an irrevocable notice of redemption of such securities on a specified redemption date has been given and such securities are not otherwise subject to redemption prior to such specified date other than at the option of the Holder thereof or (iii) upon compliance with the provisions of the following paragraph, securities described in clause (i), (iv), (vi), (vii) or (viii) of the definition of Investment Securities which are subject to redemption prior to maturity at the option of the issuer thereof on a specified date or dates.

Investment Securities described in clause (iii) of the foregoing paragraph may be included in the Investment Securities deposited with the Trustee for purposes of defeasance only if the determination as to whether the monies and Investment Securities to be deposited with the Trustee would be sufficient to pay when due, either at the maturity date thereof or, in the case of any Bonds to be redeemed prior to the maturity date thereof, on the redemption date or dates specified in any notice of redemption to be mailed by the Trustee or in the instructions to mail notice of redemption provided to the Trustee in accordance with the Resolution, the principal and Redemption Price, if applicable, and interest on the Bonds is made both on the assumption that the Investment Securities described in clause (iii) of the foregoing paragraph were not redeemed at the option of the issuer prior to the maturity date thereof and on the assumptions that such Investment Securities would be redeemed by the issuer thereof at its option on each date on which such option could be exercised, that as of such date or dates interest

ceased to accrue on such Investment Securities and that the proceeds of such redemption would not be reinvested by the Trustee.

In the event that Investment Securities described in such clause (iii) are deposited with the Trustee, then any notice of redemption to be mailed by the Trustee and any set of instructions relating to a notice of redemption given to the Trustee may provide, at the option of FMPA, that any redemption date or dates in respect of all or any portion of the Bonds to be redeemed on such date or dates may at the option of FMPA be changed to any other permissible redemption date or dates and that redemption dates may be established for any Bonds deemed to have been paid in accordance with the defeasance provisions of the Resolution upon their maturity date or dates at any time prior to the actual mailing of any applicable notice of redemption in the event that all or any portion of such Investment Securities have been called for redemption or have been redeemed by the issuer thereof prior to the maturity date thereof.

Events of Default and Remedies

Events of Default specified in the Resolution include (i) failure to pay principal or redemption price of any Bond or Parity Reimbursement Obligation when due; (ii) failure to pay any interest installment on any Bond or Parity Reimbursement Obligation or the unsatisfied balance of any Sinking Fund Installment thereon when due; (iii) certain events of bankruptcy or insolvency of FMPA, and (iv) default by FMPA in the performance or observance of any other of the covenants, agreements or conditions on its part contained in the Resolution or in the Bonds, and such default shall continue for a period of 90 days after written notice thereof specifying such default and requiring that it shall have been remedied and stating that such notice is a "Notice of Default" under the Resolution has been given to FMPA by the Trustee or to FMPA and to the Trustee by the Holders of not less than 10% principal amount of the Bonds Outstanding. Upon the happening of any such Event of Default the Trustee or the Holders of not less than 25% in principal amount of the Bonds then outstanding may declare the principal of and any accrued interest on all Bonds then outstanding due and payable immediately (subject to a rescission of such declaration upon the curing of such default before the Bonds have matured).

Upon the occurrence of any Event of Default which has not been remedied, FMPA will, upon demand of the Trustee (a) order all Project Participants to make payments due under the All-Requirements Power Supply Project Contracts directly to the Trustee for deposit in the Revenue Fund, (b) grant to the Trustee all rights and remedies of FMPA in the All-Requirements Power Supply Project Contracts, and (c) pay over or cause to be paid over to the Trustee forthwith, all monies, securities and funds held by FMPA in any Fund under the Resolution and all Revenues which are not paid directly to the Trustee. The Trustee will apply all monies, securities, funds and Revenues received during the continuance of an Event of Default in the following order: (i) to payment of the reasonable and proper fees, charges, expenses and liabilities of the Trustee and Paying Agents, (ii) to the payment of Operation and Maintenance Expenses and for reasonable renewals, repairs and replacements of the System necessary in the Trustee's judgment to prevent loss of Revenues, and (iii) to the payment of interest and principal or redemption price of Bonds or Parity Debt without preference or priority of interest over principal or principal over interest or of any installment of interest over any other installment of interest or of any Bond or Parity Debt over any other Bond or Parity Debt, unless the principal of all Bonds has not become or has not been declared due and payable, in which case first to the payment of interest and second to the payment of principal or redemption price on those Bonds or Parity Debt which have become due and payable in order of their due dates and, if the amount available is not sufficient to pay in full all the amounts due on any date, then to the payment thereof ratably, according to the amounts of interest, principal or redemption price due on such date. In addition, the Trustee will have the right to apply in an appropriate proceeding for appointment of a receiver of the System.

If an Event of Default has occurred and has not been remedied the Trustee may, and on written request of the holders of not less than 25% in principal amount of Bonds outstanding must, proceed to protect and enforce its rights and the rights of the holders of the Bonds under the Resolution forthwith by a suit or suits in equity or at law, whether for the specific performance of any covenant in the Resolution or in aid of the execution of any power granted in the Resolution or for an accounting against FMPA or in the enforcement of any other legal or equitable right, as the Trustee deems most effectual to enforce any of its rights or to perform any of its duties under the Resolution. The Trustee may, and upon the request of the holders of not less than 25% in principal amount of the Bonds then outstanding and upon being furnished with reasonable security and indemnity must, institute and

maintain such suits and proceedings to prevent any impairment of the security under the Resolution or to preserve or protect the interests of the Trustee and of the holders of the Bonds.

No holder of the Bonds will have any right to institute any suit, action or proceeding for the enforcement of any provision of the Resolution or the execution of any trust under the Resolution or for any remedy under the Resolution, unless (a) such holder of the Bonds previously has given the Trustee written notice of an Event of Default, (b) the holders of at least 25% in principal amount of the Bonds then outstanding have filed a written request with the Trustee and have afforded the Trustee a reasonable opportunity to exercise its powers or institute such suit, action or proceeding, (c) there have been offered to the Trustee adequate security and indemnity against its costs, expenses and liabilities to be incurred and (d) the Trustee has refused to comply with such request within 60 days after receipt of such notice, request and offer of indemnity. Nothing in the Resolution or the Bonds affects or impairs FMPA's obligation to pay the Bonds and interest thereon when due or the right of any holder of the Bonds to enforce such payment.

The holders of not less than a majority in principal amount of Bonds then outstanding may direct the time, method and place of conducting any proceeding for any remedy available to the Trustee or of exercising any trust or power conferred upon the Trustee, subject to the Trustee's right to decline to follow such direction upon advice of counsel as to the unlawfulness thereof or upon its good faith determination that such action would involve the Trustee in personal liability and the holders shall not indemnify the Trustee or would be unjustly prejudicial to holders of the Bonds not parties to such direction.

If the Bonds have not yet been accelerated and with the consent of the Insurer, the holders of not less than a majority in principal amount of the Bonds at the time outstanding may, on behalf of the holders of all the Bonds, waive any past default under the Resolution and its consequences, except a default in the payment of interest on or principal of, or premium, if any, on the Bonds.

Notice of Default

Notice of the occurrence of any Event of Default will be promptly mailed to each registered owner of Bonds then outstanding at his address appearing in the registry books of FMPA.

Additional Provisions Relating to the Offered Securities – Tax Covenants Relating to the Offered Securities

FMPA covenants that, in order to maintain the exclusion from gross income for Federal income tax purposes of the interest on the Offered Securities, FMPA will satisfy, or take such actions as are necessary to cause to be satisfied, each provision of the Code necessary to maintain such exclusion. In furtherance of this covenant, FMPA agrees to comply with such written instructions as may be provided by Bond Counsel. In furtherance of the covenant contained in the preceding sentence, FMPA agrees to continually comply with the provisions of the "Tax Certificate as to Arbitrage and the Provisions of Sections 141-150 of the Internal Revenue Code of 1986" to be executed by FMPA in connection with the execution and delivery of the Offered Securities, as amended from time to time.

The Supplemental Resolution also contains provisions and restrictions with respect to defeasance which are related to the Code.

SUMMARY OF CERTAIN PROVISIONS OF THE ALL-REQUIREMENTS POWER SUPPLY PROJECT CONTRACTS

Term

Unless otherwise described in this Official Statement, the All-Requirements Power Supply Contracts shall remain in effect until October 1, 2049, and are thereafter subject to an automatic extension of one additional year each October 1. Each year the Power Supply Contract is automatically extended for one additional year so that it

will always have a term of at least 30 years unless a Project Participant affirmatively elects, upon one year's prior notice, not to extend the Power Supply Contract. See also "Withdrawal by Participant" below.

Sale and Purchase

FMPA agrees to sell and deliver to the Project Participant, and the Project Participant agrees to purchase and receive from FMPA, all electric capacity and energy (including any associated transmission and dispatching services) which the Project Participant shall require for the operation of its municipal electric system over and above the Project Participant's Excluded Power Supply Resources, if any, specified in the All-Requirements Power Supply Project Contract and over and above Backup and Support Services (the "All-Requirements Services").

However, on any January 1, upon at least five years prior written notice to FMPA, the Project Participant may limit the maximum amount of electric capacity and energy required to be sold and delivered by FMPA and purchased and received by the Project Participant as All-Requirements Services for the remainder of the term of the contract so as not to exceed the CROD determined as follows: the "Contract Rate of Delivery" shall be the peak demand of the Project Participant for electric capacity and energy as All-Requirements Services under the All-Requirements Power Supply Project Contract during the 12 months preceding the date one month prior to the date such limitation shall commence, as determined by FMPA, adjusted up or down by not more than 15% so as to provide optimal utilization of the FMPA power supply resources, such adjustment to be made by FMPA in its sole discretion. Such CROD shall be reduced by FMPA by the total of the Project Participant's then current Capacity Credit Resources, and Partial Requirements Purchase Contract and any power supply resources the Project Participant is obligated to purchase from other FMPA power supply projects, if any, as defined and determined pursuant to the Project Participant's Capacity and Energy Sales Contract, if applicable. However, such reduction of the CROD shall not result in a negative amount of the CROD. Additionally, the Project Participant may not make such a reduction in the CROD more than once during the term of the Contract.

Payments by Each Participant

Each Project Participant is required to pay for all electric capacity and energy furnished pursuant to its All-Requirements Power Supply Project Contract at its point or points of delivery according to rates to be established by FMPA. The rates of FMPA are to be reviewed at least once a year and, if necessary, revised so as to provide revenues sufficient to meet the estimated "Revenue Requirements" of FMPA. The term Revenue Requirements is defined to include generally all costs and expenses paid or incurred or to be paid or incurred by FMPA resulting from the ownership, operation, maintenance, termination, retirement from service and decommissioning of, and repairs, renewals, replacements, additions, improvements, betterments and modifications to, the System or otherwise relating to the acquisition and sale of electric capacity and energy and dispatching and transmission services, providing Back-up and Support Services and the performance by FMPA of its obligations under the All-Requirements Power Supply Project Contracts. The term Revenue Requirements includes, without limitation, all debt service on Bonds issued by FMPA to finance its system and, all amounts required, under the Resolution, to be deposited in funds, including the Operation and Maintenance Fund established thereunder. FMPA is also required to bill each Project Participant monthly on a prompt and timely basis in accordance with a schedule to be determined by FMPA.

If a Project Participant fails to take power made available by FMPA which it is required to take under its All-Requirements Power Supply Project Contract, it will be obligated to pay the Agency for such availability an amount equal to the product of the demand charge in FMPA's rate schedule and the billing demand computed on the basis of the kilowatts that would otherwise have been taken from FMPA.

Payments by each Participant under its All-Requirements Power Supply Project Contract shall be treated as an operating expense from the revenues of its electric utility system (or, if the electric utility system is part of an integrated utility system, from the revenues of such larger system), and from other funds of such system legally available therefor. The obligation of each Project Participant to make such payments is not a general obligation and each Project Participant is not required to make such payments from any funds other than those of its electric utility system or integrated utility system of the Project Participant of which the electric utility system is part, and from other funds of such system legally available therefor.

The obligations of each Project Participant to make payments under the rate schedule shall not be subject to any reduction, whether by offset, counterclaim, recoupment or otherwise, and shall not be otherwise conditioned upon the performance by FMPA under the All-Requirements Power Supply Project Contract or any other agreement.

Rate Covenant

Each Project Participant agrees to establish, levy and collect rents, rates and other charges for all products and services provided by its electric or integrated utility system which rents, rates, and other charges shall be at least sufficient (i) to meet the operation and maintenance expenses of such electric or integrated utility system, (ii) to comply with all covenants pertaining thereto contained in, and all other provisions of, any resolution, trust indenture, or other security agreement relating to any bonds or other evidences of indebtedness issued or to be issued by the Project Participant, (iii) to generate funds sufficient to fulfill the terms of all other contracts and agreements made by the Project Participant, including, without limitation, its All-Requirements Power Supply Project Contract, and (iv) to pay all other amounts payable from or constituting a lien or charge on the revenues of its electric or integrated utility system.

Restrictions on Disposition of Electrical System, Sales for Resale

Each Project Participant has agreed that it will not sell, lease, abandon or otherwise dispose of all or substantially all of its electric or integrated utility system except on 90 days' prior written notice to FMPA and, in any event, shall not so sell, lease, abandon or otherwise dispose of the same unless the following conditions are met: (i) the Project Participant shall assign the All-Requirements Power Supply Project Contract and its rights and interest thereunder to the purchaser or lessee of the electric system and such purchaser or lessee shall assume all obligations of the Project Participant under the All-Requirements Power Supply Project Contract; (ii) FMPA shall be permitted by then applicable law to sell electric capacity and energy to said purchaser or lessee, if any; and (iii) FMPA shall by appropriate action determine, in its sole discretion, that such sale, lease, abandonment or other disposition will not adversely affect FMPA's ability to meet its obligations under the All-Requirements Power Supply Project Contract or any contract, agreement or arrangement to which FMPA is a party as either principal or agent pursuant to which FMPA satisfies all or any part of its obligations to provide electric capacity and energy and dispatching and transmission services under the All-Requirements Power Supply Project Contract or the All-Requirements Power Supply Project Contracts with the other Project Participants, and will not adversely affect the value of the All-Requirements Power Supply Project Contract as security for the payment of Bonds and interest thereon or adversely affect the eligibility of interest on Bonds then outstanding or which could be issued in the future for federal or State of Florida tax-exempt status.

A Project Participant may sell at wholesale any of the electric capacity and energy delivered to it pursuant to the All-Requirements Power Supply Project Contract to any customer of the Project Participant or any other entity for resale by that customer or entity, provided that it has first given FMPA five years' written notice of its intent to sell such electric capacity and energy and at the time of such notice provided FMPA with projected data regarding any such sales anticipated for the ensuing five year period. FMPA, after receipt of such notice, shall have 180 days in which to impose limits on the amount of electric capacity and energy to be sold or to veto such sale if the sale will jeopardize FMPA's availability of resources to serve its Project Participants, increase the cost of electric capacity and energy to FMPA, or violate the covenant of the Project Participant that it shall not use or permit to be used any of the electric capacity and energy acquired under the All-Requirements Power Supply Project Contract in any manner or for any purpose or take any other action or omit to take any action which would result in the loss of the federal or State of Florida tax-exempt status of the interest on any Bond or Bonds issued by FMPA or which could be issued by FMPA in the future.

Authorization and Approval of Additional Projects for the System

FMPA is authorized by the Project Participants to undertake projects to be included in the System as part of the All-Requirements Power Supply Project from time to time which are necessary or desirable to enable FMPA to fulfill satisfactorily its obligations to use its best efforts to supply electric capacity and energy to the Project Participants pursuant to the All-Requirements Power Supply Project Contracts and which projects, to the extent required by the next paragraph, have been approved by the Executive Committee and the Project Participants

pursuant to the terms of the next paragraph and to issue Bonds for the purpose of paying all or any part of the costs of any of the projects or for any other purposes authorized by the laws of the State of Florida relating to the System.

The participation of FMPA in any project for the construction, acquisition, purchase, lease or other use of any generation, dispatching, load management or transmission resources, output or services that is to be included in the System requiring the issuance of Bonds by FMPA or assumption or guaranty by FMPA of other obligations or requiring the execution by FMPA of any power supply contract or agreement (other than interchange agreements with other utilities) with a basic term of more than seven (7) years must be approved by (a) a majority affirmative vote of all of the Project Participants, with each Project Participant entitled to cast one vote, and if so approved, (b) the Executive Committee, to the extent and in a manner provided by the laws of the State of Florida, the Interlocal Agreement, the By-Laws of FMPA and/or the Resolution.

Withdrawal by Participant

A Participant may, but only upon satisfaction of certain conditions, terminate its Power Supply Contract and withdraw from the All-Requirements Power Supply Project by notifying FMPA and all other Participants in writing of its intention to do so at least three years prior to the intended Withdrawal Date (which date must be a September 30). Any such notice shall be irrevocable.

The Project Participant shall, on the anticipated Withdrawal Date, pay to FMPA an amount in cash equal to:

1. the amount necessary to call (including payment of any required call premiums and interest to the call date or dates), on the first permissible call date or dates, a percentage of FMPA's then outstanding Bonds (other than Bonds issued to finance additions to the System which FMPA committed to after the receipt of the Project Participant's withdrawal notice) equal to the greater of the Project Participant's share of the All-Requirements Power Supply Project's total electric load on the date of receipt of the withdrawal notice or such share on the Withdrawal Date. Such amount shall be calculated on the assumption that the Bonds to be called will be the applicable percentage of each Series of such Bonds and of each maturity within each such Series. Unless all or any portion of such cash is needed at any time to cure any deficiency in any fund or account under the Resolution, FMPA will deposit such amount in a separate account in the General Reserve Fund and will retain such amount in such account pending its application to redeem Bonds, to purchase Bonds in the open market, or to pay other capital costs of the All-Requirements Power Supply Project; pending the decision as to such application, such cash may be invested only in securities which could be deposited in an escrow fund to defease Bonds under the Resolution; and

2. an amount equal to the present value on the Withdrawal Date, calculated at the rate of 6% per annum, of all of the additional costs reasonably incurred, paid or reasonably anticipated to be incurred or paid, or reasonably projected to be incurred by FMPA (as determined by FMPA in its sole discretion) as a result of the withdrawal of the Project Participant, over the term specified in such Project Participant's All-Requirements Power Supply Project Contract (as determined on the anticipated Withdrawal Date). Such costs shall be determined on the assumption that, during the remaining term of such Project Participant's All-Requirements Power Supply Project Contract, FMPA was unable to make use of or sell any generating, transmission or other resources (or portions thereof) which FMPA had anticipated would be used to supply, or had acquired with the intention of supplying, all or any portion of the withdrawing Project Participant's electric load. Such amount shall, unless all or any portion thereof is required at any time to be used to cure any deficiency in any fund or account under the Resolution, be deposited into and retained in a separate account in the General Reserve Fund to be applied to pay any such costs actually incurred and/or to make any payments required to be made to such withdrawing Project Participant described below.

If and to the extent that any amounts received by FMPA pursuant to either clause 1 or clause 2 described above are applied to cure any deficiency in any fund or account under the Resolution, FMPA shall be required to restore to the separate account under clause 1 or clause 2 the amount so applied from the Revenues (as defined in the Resolution) of the All-Requirements Power Supply Project, and FMPA shall treat such obligation to restore as an expense of the All-Requirements Power Supply Project in determining Revenue Requirements. In addition, at the end of each fiscal year of the All-Requirements Power Supply Project, FMPA may, in its sole discretion, remove from either the separate account provided for payments received under clause 1 described above or the account

provided for payments received under clause 2 described above, or both, such amounts determined by FMPA to be in excess of the amounts needed to make the payments anticipated to be made from such accounts and deposit such excess amounts in the General Reserve Fund itself.

In addition to the cash payments described above, any such withdrawal is subject to the receipt of the following approval, confirmation and opinion. If FMPA has Bonds outstanding which are secured by some form of credit support, any required approvals of the provider thereof shall have been obtained within six months of receipt of notice of withdrawal. If FMPA has any Bonds outstanding which are not so secured and which are rated by a national rating agency, the rating in effect prior to the delivery to FMPA of notice of such withdrawal must be confirmed by the rating agency within six months of such notice of withdrawal. FMPA must receive an opinion of Bond Counsel which determines that such withdrawal does not adversely affect the federal and/or State of Florida tax-exempt status on any Bonds then outstanding or which FMPA may issue in the future. If such withdrawal would require FMPA to obtain a "cap" allocation to issue any future Bonds, such requirement shall be treated as adversely affecting the federal and/or State of Florida tax-exempt status of Bonds or future bonds.

Within 180 days after the first anniversary of such withdrawal and annually thereafter for the specified term of the withdrawing Project Participant's All-Requirements Power Supply Project Contract (as such term is determined on the Withdrawal Date), FMPA will pay to the withdrawing Project Participant an amount equal to the additional benefits actually received by FMPA during the preceding year as a result of such withdrawal as calculated by FMPA in its sole discretion. The net amount of payments to the withdrawing Project Participant may not exceed 90% of the payment to FMPA by the Project Participant as described in clause 2 above. To the extent that the amounts remaining on deposit in the separate account described in clause 2 above are, or are anticipated to be, insufficient to make any payment described in this paragraph, the amount required to make such payment shall be treated as an expense of the All-Requirements Power Supply Project to be recovered as a Revenue Requirement.

If all of the foregoing conditions have not been satisfied on the anticipated Withdrawal Date, the Project Participant shall continue as a Project Participant in the All-Requirements Power Supply Project. In such event, the Project Participant shall pay all costs incurred by FMPA as a result of the Project Participant's anticipated withdrawal and subsequent continuance in the All-Requirements Power Supply Project, and FMPA shall have no obligation to make any payments to the Project Participant described in the preceding paragraph.

APPENDIX E

PROPOSED FORM OF OPINION OF BOND COUNSEL

Upon delivery of the Offered Securities in definitive form, Nixon Peabody LLP, New York, New York, Bond Counsel to FMPA, proposes to render its final approving opinion in substantially the following form:

[Date of Closing]

Executive Committee
Florida Municipal Power Agency
8553 Commodity Circle
Orlando, Florida 32819

Ladies and Gentlemen:

We have examined a record of proceedings relating to the issuance of the \$_____ aggregate principal amount of All-Requirements Power Supply Project Refunding Revenue Bonds, Series 2019A (the “2019A Bonds”), \$_____ aggregate principal amount of All-Requirements Power Supply Project Refunding Revenue Bonds, Series 2019B (Federally Taxable) (the “2019B Bonds” and, collectively with the 2019A Bonds, the “Offered Securities”) of Florida Municipal Power Agency (“FMPA”), a governmental legal entity of the State of Florida, organized and existing under Section 163.01 and Chapter 36I, Part II, of the Florida Statutes, as amended (collectively, the “Act”).

The Offered Securities are issued under and pursuant to the Constitution and Statutes of the State of Florida, and particularly Chapter 166, Part II, Florida Statutes, as amended, and under and pursuant to a resolution of FMPA adopted on March 22, 1985 entitled “All-Requirements Power Supply Project Revenue Bond Resolution”, as amended and restated in its entirety on May 23, 2003, as supplemented and amended to the date hereof, including as supplemented and amended by the Supplemental and Amendatory All-Requirements Power Supply Project Revenue Bond Resolution (Governance Amendments) adopted May 24, 2007 and as supplemented by the Series 2019A Supplemental All-Requirements Power Supply Project Revenue Bond Resolution (Fixed Rate Bonds) authorizing the 2019A Bonds and the Series 2019B Supplemental All-Requirements Power Supply Project Revenue Bond Resolution (Fixed Rate Bonds) authorizing the 2019B Bonds, each adopted on [_____], 2019 (such All-Requirements Power Supply Project Revenue Bond Resolution as so supplemented and amended being herein called the “Resolution”).

The Offered Securities are numbered from one (1) consecutively upward and have the numbers and letters 19AR- prefixed to their numbers in the case of the 2019A Bonds and the numbers and letters 19BR- prefixed to their numbers in the case of the 2019B Bonds. The Offered Securities are dated their date of delivery, and, except as otherwise provided in the Resolution, bear interest from such date or the most recent payment date to which interest has been paid or duly provided for. Interest on the Offered Securities is payable on each April 1 and October 1, commencing April 1, 2020. The Offered Securities will mature on the dates and in the principal amounts, and will bear interest at the respective rates per annum, shown or described in the Official Statement relating to the Offered Securities. The Offered Securities are not subject to redemption prior to maturity.

The Offered Securities are issuable in the form of fully registered bonds in the denomination of \$5,000 or any integral multiple of \$5,000 in excess thereof. The Offered Securities are exchangeable as provided in the Resolution.

FMPA reserves the right to issue Additional Bonds and Refunding Bonds on the terms and conditions and for the purposes stated in the Resolution. Under the provisions of the Resolution, such Additional Bonds will rank equally as to security and payment with the Offered Securities and with FMPA’s currently Outstanding All-Requirements Power Supply Project Revenue Bonds.

All terms defined in the Resolution and used herein shall have the meanings assigned in the Resolution, except where the context hereof otherwise requires.

FMPA has entered into separate All-Requirements Power Supply Project Contracts with [fourteen] Florida entities (the “Participants”) (as amended and supplemented from time to time, the “Power Supply Contracts”), pursuant to which FMPA will sell and deliver to each Participant, and each Participant agrees to purchase and receive from FMPA, all electric capacity and energy (including any associated transmission and dispatching services) which such Participant shall require for the operation of its municipal electric system over and above the Excluded Power Supply Resources (as defined in the Power Supply Contracts) or, if a Participant has so elected, electric capacity and energy at a CROD (as defined in the Power Supply Contracts). The payments by each Participant under its Power Supply Contract shall be treated as an operating expense payable from the revenues of its electric utility system (or, if the electric utility system is part of an integrated utility system, from the revenues of such larger system) and from other funds of such system legally available therefor. The obligation of each Participant to make such payments is not a general obligation, and each Participant is not required to make such payments from any funds other than those of its electric utility system, or integrated utility system of the Participant of which the electric utility system is part, and from other funds of such system legally available therefor.

We have also examined one of said 2019A Bonds and one of said 2019B Bonds, as executed and, in our opinion, the form of said 2019A Bond and the form of said 2019B Bond are each regular and proper.

We are of the opinion that:

1. FMPA is a governmental legal entity duly created and validly existing under the provisions of the Act.

2. FMPA has the right and power under the Act to adopt the Resolution, and the Resolution has been duly and lawfully adopted by FMPA, is in full force and effect, is valid and binding upon FMPA and is enforceable in accordance with its terms, and no other authorization for the Resolution is required. The Resolution creates the valid pledge which it purports to create for the benefit of the holders of the Offered Securities of (i) the proceeds of the sale of Bonds (ii) all right, title and interest of FMPA in, to and under the Power Supply Contracts, (iii) the Revenues (as defined in the Resolution), and (iv) all Funds, established by the Resolution (other than the Decommissioning Fund, if established) including the investment income, if any, thereon, subject only to the provisions of the Resolution permitting the application thereof for the purposes and on the terms and conditions set forth in the Resolution.

3. FMPA is duly authorized and entitled to issue the Offered Securities, and the Offered Securities have been duly and validly authorized and issued by FMPA in accordance with the Constitution and Statutes of the State of Florida, and particularly Chapter 166, Part II, Florida Statutes, as amended, and the Resolution, and constitute the valid and binding obligations of FMPA as provided in the Resolution, enforceable in accordance with their terms and the terms of the Resolution and entitled to the benefits of the Act and the Resolution. The Offered Securities are special obligations of FMPA payable solely out of the Revenues and other funds pledged thereto under the Resolution, and neither the State of Florida nor any political subdivision thereof, nor any city or other entity which is a member of FMPA, other than FMPA, is obligated to pay the principal of and premium, if any, and interest on the Offered Securities, and neither the faith and credit nor the taxing power of the State of Florida or any political subdivision thereof or any such city or other entity is pledged to the payment of the principal of and premium, if any, or interest on the Offered Securities. Under the Resolution, FMPA may issue additional Bonds and may incur additional obligations constituting Parity Debt on parity with the Bonds.

4. FMPA has the right and power to enter into and carry out its obligations under each Power Supply Contract, and each Power Supply Contract has been duly authorized, executed and delivered by FMPA and, assuming due authorization, execution and delivery by each respective Participant, constitutes a valid and binding agreement of FMPA in accordance with its terms.

5. The Refunded Bonds have been paid within the meaning and with the effect expressed in the Resolution, and the covenants, agreements and obligations of FMPA to the holders of the Refunded Bonds have been discharged and satisfied.

6. Under the Constitution and general laws of the State of Florida, the Power Supply Contracts of the respective Participants constitute the valid and binding agreements of the respective Participants, enforceable in accordance with their respective terms. In rendering the foregoing opinion, we have made no investigation of, and do not express any opinion with respect to, the following as they may relate to the valid and binding nature of such Power Supply Contracts: (i) the legal existence or formation of any Participant or the incumbency of any official or officer thereof, (ii) the charter, bylaws or other governing instruments of any Participant, (iii) any local or special acts or any ordinance, resolution or other proceedings of any Participant, including, without limitation, any proceedings relating to the negotiation or authorization of any such Power Supply Contract or the execution, delivery or performance thereof, (iv) any bond resolution, indenture, contract, debt instrument, agreement or other instrument (other than such Power Supply Contracts) or any governmental order, regulation or rule of or applicable to any Participant, (v) any judicial order, judgment or decree in a proceeding to which any Participant is a party, or (vi) any approval, consent, filing, registration or authorization by or with any regulatory authority or other governmental or public agency, authority or person which may be or has been required for the authorization, execution, delivery or performance by any Participant of its Power Supply Contract. FMPA has received opinions, independent from this opinion, with respect to, among other things, the validity and enforceability of the Power Supply Contracts with the Participants rendered by legal counsel to the respective Participants.

7. The Internal Revenue Code of 1986, as amended (the “Code”), sets forth certain requirements which must be met subsequent to the issuance and delivery of the 2019A Bonds for interest thereon to be and remain excluded from gross income for Federal income tax purposes. Noncompliance with such requirements could cause the interest on the 2019A Bonds to be included in gross income for Federal income tax purposes retroactive to the date of issue of the 2019A Bonds. Pursuant to the Resolution, FMPA has covenanted to comply with applicable requirements of the Code in order to maintain the exclusion from gross income of the interest on the 2019A Bonds pursuant to Section 103(a) of the Code, and in furtherance thereof, to comply with the tax certificate executed by FMPA in connection with the issuance and delivery of the 2019A Bonds. In addition, FMPA has made certain factual representations and certifications of expectations as to tax matters, contained in that tax certificate. We have not independently verified the accuracy of those certifications and representations. Under existing law, and assuming compliance with the tax covenants described herein and the accuracy of the aforementioned representations and certifications, interest on the 2019A Bonds is excluded from gross income for Federal income tax purposes under Section 103 of the Code. We are also of the opinion that such interest is not treated as a preference item in calculating the alternative minimum tax imposed under the Code.

8. The excess of the principal amount of a maturity of the 2019A Bonds over the price at which price a substantial amount of such maturity of the 2019A Bonds was sold to the public (excluding bond houses, brokers or similar persons or organizations acting in the capacity of underwriters or wholesalers) (each, a “Discount Bond” and collectively the “Discount Bonds”) constitutes original issue discount which is excluded from gross income for federal income tax purposes to the same extent as interest on the 2019A Bonds. Further, such original issue discount accrues actuarially on a constant interest rate basis over the term of each Discount Bond and the basis of each Discount Bond acquired at such initial offering price by an initial purchaser thereof will be increased by the amount of such accrued original issue discount. The accrual of original issue discount may be taken into account as an increase in the amount of tax-exempt income for purposes of determining various other tax consequences of owning the Discount Bonds, even though there will not be a corresponding cash payment.

9. We note that interest on the 2019B Bonds is not excluded from gross income for federal income tax purposes and so will be fully subject to federal income taxation; this opinion is not intended or provided by Bond Counsel to be used and cannot be used by an owner of the 2019B Bonds for the purpose of avoiding penalties that may be imposed on the owner of such 2019B Bonds. The opinion set forth in this paragraph is provided to support the promotion or marketing of the 2019B Bonds. Each owner of the 2019B Bonds should seek advice based on its particular circumstances from an independent tax advisor.

Except as stated in the preceding paragraphs (7), (8) and (9), we express no opinion as to any other Federal, state or local tax consequences of the ownership or disposition of the Offered Securities. Furthermore, we express no opinion as to any Federal, state or local tax law consequences with respect to the Offered Securities, or the interest thereon, if any action is taken or not taken with respect to the Offered Securities or the proceeds thereof upon the advice or approval of other bond counsel.

The opinions set forth above are subject to the effect of, and restrictions and limitations imposed by or resulting from, bankruptcy, insolvency, debt adjustment, moratorium, reorganization or other similar laws affecting creditors' rights and judicial discretion and the valid exercise of the sovereign police powers of the State of Florida and of the constitutional power of the United States of America.

By use of the word "enforceable" in this opinion, we are not rendering any opinion as to the availability of the remedy of specific performance or other equitable relief.

Very truly yours,

APPENDIX F

BOOK-ENTRY-ONLY SYSTEM

The Depository Trust Company (“DTC”), New York, NY, will act as securities depository for the Offered Securities. The Offered Securities will be issued as fully-registered securities registered in the name of Cede & Co. (DTC’s partnership nominee) or such other name as may be requested by an authorized representative of DTC. One fully-registered Offered Security certificate will be issued for each Series and maturity of the Offered Securities, in the aggregate principal amount of such Series and maturity, and will be deposited with DTC.

DTC, the world’s largest securities depository, is a limited-purpose trust company organized under the New York Banking Law, a “banking organization” within the meaning of the New York Banking Law, a member of the Federal Reserve System, a “clearing corporation” within the meaning of the New York Uniform Commercial Code, and a “clearing agency” registered pursuant to the provisions of Section 17A of the Securities Exchange Act of 1934. DTC holds and provides asset servicing for over 3.5 million issues of U.S. and non-U.S. equity issues, corporate and municipal debt issues, and money market instruments (from over 100 countries) that DTC’s participants (“Direct Participants”) deposit with DTC. DTC also facilitates the post-trade settlement among Direct Participants of sales and other securities transactions in deposited securities, through electronic computerized book-entry transfers and pledges between Direct Participants’ accounts. This eliminates the need for physical movement of securities certificates. Direct Participants include both U.S. and non-U.S. securities brokers and dealers, banks, trust companies, clearing corporations, and certain other organizations. DTC is a wholly-owned subsidiary of The Depository Trust & Clearing Corporation (“DTCC”). DTCC is the holding company for DTC, National Securities Clearing Corporation and Fixed Income Clearing Corporation, all of which are registered clearing agencies. DTCC is owned by the users of its regulated subsidiaries. Access to the DTC system is also available to others such as both U.S. and non-U.S. securities brokers and dealers, banks, trust companies, and clearing corporations that clear through or maintain a custodial relationship with a Direct Participant, either directly or indirectly (“Indirect Participants”). DTC has a Standard & Poor’s rating of AA+. The DTC Rules applicable to its Participants are on file with the Securities and Exchange Commission. More information about DTC can be found at www.dtcc.com.

Purchases of Offered Securities under the DTC system must be made by or through Direct Participants, which will receive a credit for the Offered Securities on DTC’s records. The ownership interest of each actual purchaser of each Offered Security (“Beneficial Owner”) is in turn to be recorded on the Direct and Indirect Participants’ records. Beneficial Owners will not receive written confirmation from DTC of their purchase. Beneficial Owners are, however, expected to receive written confirmations providing details of the transaction, as well as periodic statements of their holdings, from the Direct or Indirect Participant through which the Beneficial Owner entered into the transaction. Transfers of ownership interests in the Offered Securities are to be accomplished by entries made on the books of Direct and Indirect Participants acting on behalf of Beneficial Owners. Beneficial Owners will not receive certificates representing their ownership interests in Offered Securities, except in the event that use of the book-entry system for the Offered Securities is discontinued.

To facilitate subsequent transfers, all Offered Securities deposited by Direct Participants with DTC are registered in the name of DTC’s partnership nominee, Cede & Co., or such other name as may be requested by an authorized representative of DTC. The deposit of Offered Securities with DTC and their registration in the name of Cede & Co. or such other DTC nominee do not effect any change in beneficial ownership. DTC has no knowledge of the actual Beneficial Owners of the Offered Securities; DTC’s records reflect only the identity of the Direct Participants to whose accounts such Offered Securities are credited, which may or may not be the Beneficial Owners. The Direct and Indirect Participants will remain responsible for keeping account of their holdings on behalf of their customers.

Conveyance of notices and other communications by DTC to Direct Participants, by Direct Participants to Indirect Participants, and by Direct Participants and Indirect Participants to Beneficial Owners will be governed by arrangements among them, subject to any statutory or regulatory requirements as may be in effect from time to time. BENEFICIAL OWNERS OF OFFERED SECURITIES MAY WISH TO TAKE CERTAIN STEPS TO AUGMENT THE TRANSMISSION TO THEM OF NOTICES OF SIGNIFICANT EVENTS WITH RESPECT TO THE OFFERED SECURITIES, SUCH AS REDEMPTIONS, TENDERS, DEFAULTS, AND PROPOSED AMENDMENTS TO THE SECURITY DOCUMENTS. FOR EXAMPLE, BENEFICIAL OWNERS OF

OFFERED SECURITIES MAY WISH TO ASCERTAIN THAT THE NOMINEE HOLDING THE OFFERED SECURITIES FOR THEIR BENEFIT HAS AGREED TO OBTAIN AND TRANSMIT NOTICES TO BENEFICIAL OWNERS. IN THE ALTERNATIVE, BENEFICIAL OWNERS MAY WISH TO PROVIDE THEIR NAMES AND ADDRESSES TO THE REGISTRAR AND REQUEST THAT COPIES OF NOTICES BE PROVIDED DIRECTLY TO THEM.

Redemption notices shall be sent to DTC. If less than all of the Offered Securities within an issue are being redeemed, DTC's practice is to determine by lot the amount of the interest of each Direct Participant in such issue to be redeemed.

Neither DTC nor Cede & Co. (nor any other DTC nominee) will consent or vote with respect to Offered Securities unless authorized by a Direct Participant in accordance with DTC's MMI Procedures. Under its usual procedures, DTC mails an Omnibus Proxy to FMPA as soon as possible after the record date. The Omnibus Proxy assigns Cede & Co.'s consenting or voting rights to those Direct Participants to whose accounts Offered Securities are credited on the record date (identified in a listing attached to the Omnibus Proxy).

Redemption proceeds, distributions, and dividend payments on the Offered Securities will be made to Cede & Co., or such other nominee as may be requested by an authorized representative of DTC. DTC's practice is to credit Direct Participants' accounts upon DTC's receipt of funds and corresponding detail information from FMPA or its agent, on payable date in accordance with their respective holdings shown on DTC's records. Payments by Participants to Beneficial Owners will be governed by standing instructions and customary practices, as is the case with securities held for the accounts of customers in bearer form or registered in "street name," and will be the responsibility of such Participant and not of DTC, the Trustee, or FMPA, subject to any statutory or regulatory requirements as may be in effect from time to time. Payment of redemption proceeds, distributions, and dividend payments to Cede & Co. (or such other nominee as may be requested by an authorized representative of DTC) is the responsibility of FMPA or the Trustee, disbursement of such payments to Direct Participants will be the responsibility of DTC, and disbursement of such payments to the Beneficial Owners will be the responsibility of Direct and Indirect Participants.

A Beneficial Owner shall give notice to elect to have its Offered Securities purchased or tendered, through its Participant, to Tender Agent, and shall effect delivery of such Offered Securities by causing the Direct Participant to transfer the Participant's interest in the Offered Securities, on DTC's records, to Tender Agent. The requirement for physical delivery of Offered Securities in connection with an optional tender or a mandatory purchase will be deemed satisfied when the ownership rights in the Offered Securities are transferred by Direct Participants on DTC's records and followed by a book-entry credit of tendered Offered Securities to Tender Agent's DTC account.

DTC may discontinue providing its services as depository with respect to the Offered Securities at any time by giving reasonable notice to FMPA or the Trustee. Under such circumstances, in the event that a successor depository is not obtained, Offered Security certificates are required to be printed and delivered.

FMPA may decide to discontinue use of the system of book-entry-only transfers through DTC (or a successor securities depository). In that event, Offered Security certificates will be printed and delivered to DTC.

NEITHER FMPA NOR THE TRUSTEE NOR THE UNDERWRITER (OTHER THAN IN ITS CAPACITY, IF ANY, AS A DIRECT PARTICIPANT OR AN INDIRECT PARTICIPANT) WILL HAVE ANY OBLIGATION TO THE DIRECT PARTICIPANTS OR THE INDIRECT PARTICIPANTS OR THE PERSONS FOR WHOM THEY ACT AS NOMINEES WITH RESPECT TO DTC'S PROCEDURES OR ANY PROCEDURES OR ARRANGEMENTS BETWEEN DIRECT PARTICIPANTS, INDIRECT PARTICIPANTS AND THE PERSONS FOR WHOM THEY ACT RELATING TO THE MAKING OF ANY DEMAND BY CEDE & CO. AS THE REGISTERED OWNER OF OFFERED SECURITIES, THE ADHERENCE TO SUCH PROCEDURES OR ARRANGEMENTS OR THE EFFECTIVENESS OF ANY ACTION TAKEN PURSUANT TO SUCH PROCEDURES OR ARRANGEMENTS.

THE ABOVE INFORMATION CONCERNING DTC AND DTC'S BOOK-ENTRY SYSTEM HAS BEEN OBTAINED FROM SOURCES THAT FMPA BELIEVES TO BE RELIABLE, BUT FMPA TAKES NO RESPONSIBILITY FOR THE ACCURACY THEREOF. NEITHER FMPA NOR THE TRUSTEE WILL HAVE

ANY RESPONSIBILITY OR OBLIGATION TO PARTICIPANTS, BENEFICIAL OWNERS OR OTHER NOMINEES OF SUCH BENEFICIAL OWNERS FOR (1) SENDING TRANSACTION STATEMENTS; (2) MAINTAINING, SUPERVISING OR REVIEWING, OR THE ACCURACY OF, ANY RECORDS MAINTAINED BY DTC OR ANY PARTICIPANT OR OTHER NOMINEES OF SUCH BENEFICIAL OWNERS; (3) PAYMENT OR THE TIMELINESS OF PAYMENT BY DTC TO ANY PARTICIPANT, OR BY ANY PARTICIPANT OR OTHER NOMINEES OF BENEFICIAL OWNERS TO ANY BENEFICIAL OWNER, OF ANY AMOUNT DUE IN RESPECT OF THE PRINCIPAL OF OR REDEMPTION PREMIUM, IF ANY, INTEREST OR PURCHASE PRICE ON OFFERED SECURITIES; (4) DELIVERY OR TIMELY DELIVERY BY DTC TO ANY PARTICIPANT, OR BY ANY PARTICIPANT OR OTHER NOMINEES OF BENEFICIAL OWNERS TO ANY BENEFICIAL OWNERS, OF ANY NOTICE (INCLUDING NOTICE OF REDEMPTION) OR OTHER COMMUNICATION WHICH IS REQUIRED OR PERMITTED UNDER THE TERMS OF THE RESOLUTION TO BE GIVEN TO HOLDERS OR OWNERS OF OFFERED SECURITIES; (5) THE SELECTION OF THE BENEFICIAL OWNERS TO RECEIVE PAYMENT IN THE EVENT OF ANY PARTIAL REDEMPTION OF OFFERED SECURITIES; OR (6) ANY ACTION TAKEN BY DTC OR ITS NOMINEE AS THE REGISTERED OWNER OF OFFERED SECURITIES.

So long as Cede & Co. is the registered owner of Offered Securities, as nominee for DTC, references in this Official Statement to the Bondholders, Holders or registered owners of Offered Securities (other than under the caption "TAX MATTERS" herein) shall mean Cede & Co., as aforesaid, and shall not mean the Beneficial Owners of Offered Securities.

When reference is made to any action which is required or permitted to be taken by the Beneficial Owners, such reference shall only relate to those permitted to act (by statute, regulation or otherwise) on behalf of such Beneficial Owners for such purposes. When notices are given, they shall be sent by FMPA or the Trustee to DTC only.

As long as the book-entry system is used for Offered Securities, the Trustee and FMPA will give any notices required to be given to Owners of Offered Securities only to DTC. Any failure of DTC to advise any Direct Participant, or of any Direct Participant to notify any Indirect Participant, or of any Direct Participant or Indirect Participant to notify any Beneficial Owner, of any such notice and its content or effect will not affect the validity of the action premised on such notice. Conveyance of notices and other communications by DTC to Direct Participants, by Direct Participants to Indirect Participants and by Direct Participants and Indirect Participants to Beneficial Owners will be governed by arrangements among them, subject to any statutory or regulatory requirements as may be in effect from time to time. Beneficial owners may desire to make arrangements with a Direct Participant or Indirect Participant so that all notices of redemption or other communications to DTC which affect such Beneficial Owners will be forwarded in writing by such Direct Participant or Indirect Participant.

NEITHER FMPA NOR THE TRUSTEE WILL HAVE ANY RESPONSIBILITY OR OBLIGATION TO SUCH DIRECT PARTICIPANTS, OR THE PERSONS FOR WHOM THEY ACT AS NOMINEES, WITH RESPECT TO THE PAYMENTS TO OR THE PROVIDING OF NOTICE FOR THE DIRECT PARTICIPANTS, THE INDIRECT PARTICIPANTS, OR THE BENEFICIAL OWNERS OF OFFERED SECURITIES.

For every transfer and exchange of a beneficial ownership interest in Offered Securities, the Beneficial Owner may be charged a sum sufficient to cover any tax, fee or other governmental charge that may be imposed in relation thereto.

DTC may discontinue providing its services as depository with respect to Offered Securities at any time by giving reasonable notice to FMPA or the Trustee. Under such circumstances, in the event that a successor depository is not obtained, certificates for the Offered Securities are required to be printed and delivered.

FMPA may decide to discontinue use of the system of book-entry transfers through DTC (or a successor securities depository). In that event, certificates for the Offered Securities will be printed and delivered to DTC.

The information in this section concerning DTC and DTC's book-entry system has been obtained from sources that FMPA believes to be reliable, but FMPA takes no responsibility for the accuracy thereof.

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APPENDIX G

CONTINUING DISCLOSURE UNDER SEC RULE 15C2-12

In order to assist the Underwriters in complying with the provisions of paragraph (b)(5) of Rule 15c2-12 promulgated by the Securities and Exchange Commission under the Securities Exchange Act of 1934, as amended (“Rule 15c2-12”), FMPA and the Trustee will enter into a written agreement for the benefit of the holders of the Offered Securities (the “Disclosure Agreement”) to provide continuing disclosure. FMPA will undertake in the Disclosure Agreement to provide to the Municipal Securities Rulemaking Board (“MSRB”) in electronic format through the Electronic Municipal Market Access website of the MSRB (“EMMA”), currently located at <https://emma.msrb.org>, on an annual basis by no later than nine months after the end of each fiscal year of FMPA commencing with the fiscal year ended September 30, 2019 certain financial information and operating data, referred to herein as “Annual Financial Information,” including, but not limited to annual financial statements of FMPA. In addition, FMPA will undertake in the Disclosure Agreement, for the benefit of the holders of the Offered Securities, to provide to the MSRB, in a timely manner (not in excess of ten (10) Business Days after the occurrence of the event), the notices required to be provided by Rule 15c2-12 and described below.

The required Annual Financial Information shall consist of (1) the annual agency financial information consisting of (A) financial and operating data relating to the Agency’s All-Requirements Power Supply Project consisting of: (i) a description of the Agency’s All-Requirements Power Supply Project; (ii) information of the type included in the table captioned “Historical and Projected Future Capacity Requirements and Resources” under the heading “THE PROJECT” for the three most recently completed fiscal years; (iii) historical operating results for the All-Requirements Power Supply Project for the three most recently completed fiscal years, including net sales to Participants and net power costs; and (iv) information concerning the Agency’s debt service requirements for the All-Requirements Power Supply Project; (B) a presentation of the Agency’s financial results in accordance with GAAP for the two most recent completed fiscal years for which that information is then currently available; (C) material litigation related to any of the foregoing; together with (D) such narrative explanation as may be necessary to avoid misunderstanding and to assist the reader in understanding the presentation of financial information and operating data concerning, and in judging the financial condition of, the Agency (collectively, the “Annual Agency Financial Information”); and (2) the annual Major Participant financial information consisting of (A) financial and operating data consisting of: (i) the information of the type contained herein in Appendix B — “THE MAJOR PARTICIPANTS”, after fiscal year ending September 30, 2019, other than the information contained under the heading “General”; (ii) information concerning sales of electric services, customers, and non-coincident peak demand; and (iii) a presentation of the Major Participants’ information concerning historical net energy requirements and peak demand; (B) material litigation related to any of the foregoing; together with (C) such narrative explanation as may be necessary to avoid misunderstanding and to assist the reader in understanding the presentation of financial information and operating data concerning, and in judging the financial condition of, the Major Participants (collectively, the “Annual Major Participant Financial Information”). For the purpose of determining which Participants constitute “Major Participants,” any Participant which as of September 30 in any year accounts for 10% or more of the Revenues for the All-Requirements Power Supply Project for the preceding fiscal year will be deemed a Major Participant.

The type of historical financial information and operating data relating to FMPA described above is currently included herein under the headings “DEBT SERVICE REQUIREMENTS,” “THE PROJECT” and “LITIGATION.” The type of financial information and operating data relating to the Major Participants described above is currently included herein under the headings “THE PROJECT PARTICIPANTS”, APPENDIX A — “MEMBERS’ PARTICIPATION IN FMPA PROJECTS” and APPENDIX B — “THE MAJOR PARTICIPANTS.” The requirements contained in the undertaking discussed above are intended to set forth a general description of the type of financial information and operating data to be provided; such descriptions are not intended to state more than general categories of financial information and operating data; and where information required to be disclosed can no longer be generated because the operations to which it related have been materially changed or discontinued, a statement to that effect shall be provided.

All or any portion of the Annual Financial Information, as well as the audited financial statements, may be incorporated therein by cross reference to any other documents which have been filed with (i) the MSRB through its EMMA system or (ii) the Securities and Exchange Commission; provided, however, that if the document is an

official statement, it shall have been filed with the MSRB and need not have been filed elsewhere. Annual Financial Information for any fiscal year containing any modified operating data or financial information for each such fiscal year shall explain, in narrative form, the reasons for such modification and the effect of such modification on the Annual Financial Information being provided for such fiscal year. If a change in accounting principles is included in any such modification, such Annual Financial Information shall present a comparison between the financial statements or information prepared on the basis of the modified accounting principles and those prepared on the basis of the former accounting principles. Such comparison shall include a qualitative discussion of the differences in the accounting principles and the impact of the change in the accounting principles on the presentation of the financial information. To the extent feasible, such comparison shall also be quantitative. A notice of any such change in accounting principles shall be sent to the MSRB through its EMMA system.

Pursuant to Rule 15c2-12 under the Securities Exchange Act of 1934, FMPA will undertake for the benefit of Holders of the Offered Securities to provide or cause to be provided either directly or through the Trustee, Audited Financial Statements of the Agency and the Major Participants by no later than nine months after the end of each fiscal year commencing with the fiscal year ending September 30, 2019, when and if such audited financial statements become available and, if such audited financial statements are not available on the date which is nine months after the end of a fiscal year, the unaudited financial statements of FMPA and Major Participants for such fiscal year. The Audited Agency Financial Statements and the Audited Major Participant Financial Statements will be filed with the MSRB through its EMMA system.

FMPA will undertake, for the benefit of Holders of the Offered Securities, to provide or cause to be provided either directly or through the Trustee, notice to EMMA of any of the following events (1) principal and interest payment delinquencies; (2) non-payment related defaults, if material; (3) unscheduled draws on debt service reserves reflecting financial difficulties; (4) unscheduled draws on credit enhancements reflecting financial difficulties; (5) substitution of credit or liquidity providers, or their failure to perform; (6) adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB) or other material notices and determinations with respect to the tax status of the Offered Securities or other material events affecting the tax status of the Offered Securities; (7) modifications to the rights of Holders of the Offered Securities, if material; (8) bond calls, if material; (9) defeasances; (10) release, substitution, or sale of property securing repayment of the Offered Securities, if material; (11) rating changes; (12) tender offers; (13) bankruptcy, insolvency, receivership or similar event of FMPA or a Major Participant; (14) consummation of a merger, consolidation or acquisition involving FMPA, the sale of all or substantially all of FMPA's assets, other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, if material; (15) appointment of a successor or additional trustee, or the change of name of a trustee, if material; (16) the incurrence of a Financial Obligation (as defined below) of FMPA or a Major Participant, if material, or agreement as to covenants, events of default, remedies, priority rights, or other similar terms of a Financial Obligation of FMPA or a Major Participant, any of which affect holders of the Offered Securities, if material; (17) a default, event of acceleration, termination event, modification of terms, or other similar events under the terms of a Financial Obligation of FMPA or a Major Participant, any of which reflect financial difficulties and (18) failure to provide annual financial information as required. "Financial Obligation" (i) means a: (A) debt obligation; (B) derivative instrument entered into in connection with, or pledged as security or a source of payment for, an existing or planned debt obligation; or (C) guarantee of (A) or (B), but (ii) shall not include municipal securities as to which a final official statement has been provided to the MSRB consistent with Rule 15c2-12.

FMPA will request, obtain and provide, pursuant to the Power Supply Contracts or otherwise, Annual Major Participant Financial Information, Audited Major Participant Financial Statements, and information relating to any change in fiscal year and the basis on which audited financial statements are prepared, from time to time and in sufficient time to permit FMPA to comply with the provisions of the undertaking, and shall enforce such provisions of the undertaking; the failure of any Major Participant to furnish any such requested information or data shall not excuse the performance by FMPA of any of its obligations under the undertaking. Under the Power Supply Contracts, the Participants are required to furnish to FMPA, upon request, all information, financial statements and other documents as shall be reasonably necessary in connection with the financing of the All-Requirements Power Supply Project.

If FMPA fails to comply with any provision of its undertaking described herein, then the Trustee or any Holder of the Offered Securities (which will include beneficial owners during any period that DTC acts as securities depository for, and DTC or its nominee is the registered owner of, the Offered Securities) may enforce, for the equal benefit and protection of all Holders similarly situated, by mandamus or other suit or proceeding at law or in equity, the undertaking against FMPA and any of its officers, agents and employees, and may compel FMPA or any such officers, agents or employees to perform and carry out their duties thereunder; *provided* that the sole and exclusive remedy for breach or default under the undertaking is an action to compel specific performance, and no person, including any Holder of Offered Securities, may recover monetary damages thereunder under any circumstances, and provided further that any challenge to the adequacy of any information under the undertaking may be brought only by the Trustee or the Holders of 25% in aggregate principal amount of the Offered Securities at the time outstanding which are affected thereby. Failure to comply with any provisions of the undertaking shall not constitute a default under the Resolution nor give right to the Trustee or any Holder to exercise any of the remedies under the Resolution.

The foregoing is intended to set forth a general description of the type of financial information and operating data that will be provided; the descriptions are not intended to state more than general categories of financial information and operating data; and where FMPA's undertaking calls for information that no longer can be generated or is no longer relevant because the operations to which it related have been materially changed or discontinued, a statement to that effect will be provided. FMPA does not anticipate that it often will be necessary to amend the undertaking. The undertaking, however, may be amended or modified under certain circumstances set forth therein and the undertaking will continue until the earlier of the date the Offered Securities have been paid in full or legally defeased pursuant to the Resolution or the date the undertaking is no longer required by law. Copies of the undertaking when executed by the parties will be on file at the office of FMPA.

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ESCROW DEPOSIT AGREEMENT

by and between

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

and

**TD BANK, NATIONAL ASSOCIATION,
as Escrow Agent and Trustee**

Dated November __, 2019

**Relating to the Payment on the Redemption Date of the
Redemption Price and interest on the outstanding
All-Requirements Power Supply Project Variable Rate Demand
Refunding Revenue Bonds, Series 2008C,
All-Requirements Power Supply Project Revenue Bonds
Series 2013A (Taxable)**

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ESCROW DEPOSIT AGREEMENT

This **ESCROW DEPOSIT AGREEMENT** (this “**Escrow Agreement**”) is made as of November __, 2019, by and between the Florida Municipal Power Agency (All-Requirements Power Supply Project) (“**FMPA**”) and TD Bank, National Association, as escrow agent hereunder and as Trustee under the Resolution (defined below) (the “**Bank**”).

WITNESSETH:

WHEREAS, FMPA, under and pursuant to its All-Requirements Power Supply Project Revenue Bond Resolution, adopted on March 22, 1985, as amended and restated in its entirety on May 23, 2003 (the “**Bond Resolution**”), as supplemented and amended including as supplemented by the Series 2008 Supplemental All-Requirements Power Supply Project Revenue Bond Resolution (Variable Rate Bonds), adopted by the Executive Committee on August 13, 2008 (the “**Series 2008 Supplemental Resolution**”), which authorized, among other things, the issuance of All-Requirements Power Supply Project Variable Rate Demand Refunding Revenue Bonds, Series 2008C in an aggregate principal amount of \$154,565,000 (the “**Series 2008C Bonds**”), and as supplemented by the Series 2013A Supplemental All-Requirements Power Supply Project Revenue Bond Resolution, adopted by the Executive Committee on July 19, 2013 (the “**Series 2013 Supplemental Resolution**” and together with the Series 2008 Supplemental Resolution, the “**Refunded Bonds Supplemental Resolutions**”), which authorized the issuance of \$15,000,000 aggregate principal amount of All-Requirements Power Supply Project Revenue Bonds, Series 2013A (Taxable) (the “**Series 2013A Bonds**”); and

WHEREAS, FMPA wishes to defease all of the outstanding Series 2008C Bonds shown in Schedule 1 (the “**Refunded Series 2008C Bonds**”) and all of the outstanding Series 2013A Bonds shown in Schedule 1 (the “**Refunded Series 2013A Bonds**” and, together with the Refunded Series 2008C Bonds, the “**Refunded Bonds**”);

WHEREAS, FMPA has determined to issue (i) \$_____ principal amount of its All-Requirements Power Supply Project Refunding Revenue Bonds, Series 2019A (the “**Series 2019A Bonds**”) under and pursuant to the Bond Resolution and the Series 2019A Supplemental All-Requirements Power Supply Project Revenue Bond Resolution (Fixed Rate Bonds), adopted on September 19, 2019 (the “**Series 2019A Supplemental Resolution**”) and the Initial Bond Series Certificate, dated as of October __, 2019 (the “**Series 2019A Bond Series Certificate**”), executed by FMPA in connection with the Series 2019A Bonds and (ii) \$_____ principal amount of its All-Requirements Power Supply Project Refunding Revenue Bonds, Series 2019B (the “**Series 2019B Bonds**”) under and pursuant to the Bond Resolution and the Series 2019B Supplemental All-Requirements Power Supply Project Revenue Bond Resolution (Fixed Rate Bonds), adopted on September 19, 2019 (the “**Series 2019B Supplemental Resolution**”) and the Initial Bond Series Certificate, dated as of October __, 2019 (the “**Series 2019B Bond Series Certificate**”), executed by FMPA in connection with the Series 2019B Bonds (said Series 2019B Bond Series Certificate, together with the Bond Resolution, the Series 2019A Supplemental Resolution, the Series 2019B Supplemental Resolution and the Series 2019A Bond Series Certificate (the “**Resolution**”);

WHEREAS, pursuant to the Series 2019A Supplemental Resolution, a portion of the proceeds of the Series 2019A Bonds will be provided to the Bank, along with \$_____ from amounts on deposit in the Debt Service Account in the Debt Service Fund to enable the Bank to have moneys sufficient to pay on the redemption date the redemption price of and interest on the Refunded Series 2008C Bonds; and

WHEREAS, pursuant to the Series 2019B Supplemental Resolution, a portion of the proceeds of the Series 2019B Bonds will be provided to the Bank, along with \$_____ from amounts on deposit in the Debt Service Account in the Debt Service Fund to enable the Bank to have moneys sufficient to pay on the redemption date the redemption price of and interest on the Refunded Series 2013A Bonds.

NOW, THEREFOR, in consideration of the foregoing and the mutual covenants, agreements and representations herein set forth, FMPA and the Bank hereby agree as follows:

SECTION 1. Irrevocable Instructions. FMPA hereby irrevocably instructs the Bank, and the Bank hereby agrees, as follows:

(a) The Bank shall establish (i) a special trust account to be known as the “Florida Municipal Power Agency All-Requirements Power Supply Project Refunding Revenue Bonds, Series 2019A Escrow Account (the “**Series 2019A Escrow Account**,” and (ii) a special trust account to be known as the “Florida Municipal Power Agency All-Requirements Power Supply Project Refunding Revenue Bonds, Series 2019B Escrow Account (the “**Series 2019B Escrow Account**,” and together with the Series 2019A Escrow Account, the “**Escrow Account**”);

(b) On the date of delivery of the Series 2019A Bonds, FMPA shall deposit, or cause to be deposited, with the Bank the following amounts that the Bank shall deposit in the Series 2019A Escrow Account (i) an amount equal to \$_____ from the proceeds of the Series 2019A Bonds, and (ii) an amount equal to \$_____ from monies held by it as trustee under the Resolution in the Debt Service Account of the Debt Service Fund with respect to the Refunded Series 2008C Bonds. The Bank shall use \$_____ of the amount deposited in the Series 2019A Escrow Account to purchase the escrow investments described in Schedule 2 attached hereto (the “**Series 2019A Escrow Investments**”). The remaining sum of \$_____ shall be held in cash uninvested.

(c) On the date of delivery of the Series 2019B Bonds, FMPA shall deposit, or cause to be deposited, with the Bank the following amounts that the Bank shall deposit in the Series 2019B Escrow Account (i) an amount equal to \$_____ from the proceeds of the Series 2019B Bonds, and (ii) an amount equal to \$_____ from monies held by it as trustee under the Resolution in the Debt Service Account of the Debt Service Fund with respect to the Refunded Series 2013A Bonds. The Bank shall use \$_____ of the amount deposited in the Series 2019B Escrow Account to purchase the escrow investments described in Schedule 2 attached hereto (the “**Series 2019B Escrow Investments**”). The remaining sum of \$_____ shall be held in cash uninvested.

(d) The Bank shall collect and deposit in the Series 2019A Escrow Account the principal of and interest on all investments (the “**Series 2019A Earnings**”) held for the account

of the Series 2019A Escrow Account promptly as such principal matures and such interest becomes due and shall apply such principal and interest, together with any other moneys on deposit in the Series 2019A Escrow Account, in accordance with this Escrow Agreement;

(e) The Bank shall collect and deposit in the Series 2019B Escrow Account the principal of and interest on all investments (the “**Series 2019B Earnings**”) held for the account of the Series 2019B Escrow Account promptly as such principal matures and such interest becomes due and shall apply such principal and interest, together with any other moneys on deposit in the Series 2019B Escrow Account, in accordance with this Escrow Agreement;

(f) The Bank shall hold the Series 2019A Escrow Account, together with the Series 2019A Escrow Investments and all money from time to time therein, as a special and separate trust account, wholly segregated from all other securities and money on deposit with the Bank, for the payment of the redemption price of and interest on the Refunded Series 2008C Bonds on their respective redemption date shown on Schedule 1 hereto;

(g) The Bank shall hold the Series 2019B Escrow Account, together with the Series 2019B Escrow Investments and all money from time to time therein, as a special and separate trust account, wholly segregated from all other securities and money on deposit with the Bank, for the payment of the redemption price of and interest on the Refunded Series 2013A Bonds on their respective redemption date shown on Schedule 1 hereto;

(h) FMPA directs the Bank, as Trustee for the Refunded Series 2008C Bonds, to give notice of redemption of the Refunded Series 2008C Bonds to be redeemed on the applicable redemption date as provided in Section 405 of the Resolution, as supplemented by the Series 2008 Supplemental Resolution relating to the Refunded Series 2008C Bonds, on behalf of FMPA in the form provided in Exhibit A attached hereto. FMPA hereby directs the Bank, as Trustee for the Refunded Series 2013A Bonds, to give notice of redemption of the Refunded Series 2013A Bonds to be redeemed on the applicable redemption date as provided in Section 405 of the Resolution, as supplemented by the Series 2013A Supplemental Resolution relating to the Refunded Series 2013A Bonds, on behalf of FMPA in the form provided in Exhibit A attached hereto. FMPA directs the Bank, as Trustee for the Refunded Bonds, to provide notice of defeasance in the form provided in Exhibit B attached hereto for the Refunded Bonds. Redemption notices and defeasance notices distributed by the Trustee will be sent to bondholders pursuant to the Resolution and will be distributed to the Municipal Securities Rulemaking Board (“MSRB”) through the MSRB’s Electronic Municipal Market Access system.

(i) The Bank shall apply the money in the Escrow Account to the payment of the redemption price of and interest on the Refunded Bonds on their respective redemption dates in the amounts set forth in Schedule 1 hereto; and

(j) After payment in full in accordance herewith of the redemption price of and the interest due on the Refunded Bonds on their respective redemption dates, the Bank shall transfer (i) from the Series 2019A Escrow Account to the Debt Service Account in the Debt Service Fund for the Series 2019A Bonds or to such other account directed by FMPA and in accordance with applicable law and acceptable to the Bond Counsel, held under the Resolution, free and clear of the trusts created hereby, any and all money remaining in the Series 2019A Escrow Account and

(ii) from the Series 2019B Escrow Account to the Debt Service Account in the Debt Service Fund for the Series 2019B Bonds or to such other account directed by FMPA and in accordance with applicable law and acceptable to the Bond Counsel, held under the Resolution, free and clear of the trusts created hereby, any and all money remaining in the Series 2019B Escrow Account.

Neither the Series 2019A Escrow Investments, the Series 2019B Escrow Investments, the money deposited in the Series 2019A Escrow Account, and the money deposited in the Series 2019B Escrow Account pursuant to this Escrow Agreement, nor the principal or interest payments on any such Series 2019A Escrow Investments and Series 2019B Escrow Investments, respectively, shall be withdrawn or used for any purpose other than as set forth in this Escrow Agreement, and shall be held in trust for the payment of the redemption price of the Refunded Bonds when due and the payment of interest on the Refunded Bonds when due.

SECTION 2. Investment of Money. No money held in the Escrow Account shall be invested by the Bank other than as provided in Section 1(b) and Section 3 hereof.

SECTION 3. Substitution of Escrow Investments. (a) If any of the Series 2019A Escrow Investments or the Series 2019B Escrow Investments are not available for delivery on the date of the issuance of the Series 2019A Bonds or the Series 2019B Bonds, respectively, the Escrow Agent is directed to accept moneys and/or other Series 2019A Escrow Investments or Series 2019B Escrow Investments, as applicable (“Substituted Securities”) in lieu thereof, provided: (1) the Substituted Securities are non-callable direct obligations of the United States of America, (2) the maturing principal of and interest on such Substituted Securities is equal to or greater than the maturity value of the unavailable Series 2019A Escrow Investments or Series 2019B Escrow Investments, as applicable and is payable on or prior to the dates payments were scheduled to be made on the unavailable Series 2019A Escrow Investments or Series 2019B Escrow Investments, as applicable, (3) if moneys are delivered, such moneys (to be held uninvested) are delivered in an amount which, together with any Substituted Securities and any Series 2019A Escrow Investments or Series 2019B Escrow Investments, as applicable listed in Schedule 2 hereof for which no substitution is made, will be sufficient to pay all of the principal of and interest to become due on the Refunded Bonds, (4) FMPA and Bond Counsel approve such substitution, and (5) FMPA, the Trustee and Bond Counsel receive verification from an independent certified public accountant stating that the principal of and interest on the Substituted Securities and the Series 2019A Escrow Investments or Series 2019B Escrow Investments, as applicable together with the uninvested cash in the Series 2019A Escrow Account or Series 2019B Escrow Account, as applicable, will be sufficient, without reinvestment, to pay all of the principal of and interest to become due on the Refunded Bonds. In the event that moneys are required to be delivered on the date of issuance of the Series 2019A Bonds or the Series 2019B Bonds and the original Series 2019A Escrow Investments or Series 2019B Escrow Investments, as applicable become available and are tendered to the Escrow Agent at the original applicable price offered using the date of issuance of the Series 2019A Bonds or Series 2019B Bonds, as applicable by or on behalf of [_____] in full on or in part on or before [____], the Escrow Agent shall accept such Series 2019A Escrow Investments or Series 2019B Escrow Investments, as applicable and credit [____], in whole or on a pro-rated basis, as applicable, the moneys for any or all portions of the undelivered Series 2019A Escrow Investments or Series 2019B Escrow Investments, as applicable. In the event that [____] delivers

the original Series 2019A Escrow Investments or Series 2019B Escrow Investments, as applicable in part subsequent to the date of issuance of the Series 2019A Bonds or Series 2019B Bonds, such delivery must occur on [_____].

(b) Other than as provided in Section 3(a) hereof, FMPA shall not have, and hereby waives any right to deliver to the Bank, in substitution for any Series 2019A Escrow Investments or any Series 2019B Escrow Investments, any other securities or investments.

SECTION 4. Bondholder's Lien. The Series 2019A Escrow Investments, money representing the Series 2019A Earnings thereon or redemption price thereof and any other money on deposit in the Series 2019A Escrow Account shall be subject to an express lien and trust for the benefit of the holders of the Refunded Series 2008C Bonds until used and applied in accordance with the terms of this Escrow Agreement subject to the provisions hereof.

The Series 2019B Escrow Investments, money representing the Series 2019B Earnings thereon or redemption price thereof and any other money on deposit in the Series 2019B Escrow Account shall be subject to an express lien and trust for the benefit of the holders of the Refunded Series 2013A Bonds until used and applied in accordance with the terms of this Escrow Agreement subject to the provisions hereof.

SECTION 5. Defeasance. In accordance with Section 1201 of the Resolution [and Section ____] of the Refunded Bonds Supplemental Resolutions], FMPA by this writing exercises the option to have the covenants, agreements and other obligations of FMPA to the holders of the Refunded Bonds discharged and satisfied.

SECTION 6. Amendments. This Escrow Agreement may not be amended except to cure any ambiguity or defect or inconsistent provision herein or any provision which is inconsistent with the Resolution or to insert such provisions clarifying matters or questions arising hereunder or under the Resolution as are necessary or desirable, provided that such provisions are not contrary to or inconsistent herewith or with the Resolutions.

SECTION 7. Bank's Duties. The duties and obligations of the Bank shall be determined by the express provisions of this Escrow Agreement and the Bank shall not be liable except for the performance of such duties and obligations as are specifically set forth herein. The Bank shall not be liable for any action taken or omitted by it so long as such action or omission is made or taken in good faith and belief by the Bank, and is within the discretion or rights or powers conferred upon it hereby. The Bank shall not be liable in connection with the performance of its duties hereunder except for its own negligence or default.

SECTION 8. Compensation. The Bank shall be entitled to, and FMPA hereby confirms its obligation to pay, the reasonable compensation heretofore mutually agreed to by FMPA and the Bank, for the performance of its duties and responsibilities hereunder. The Bank shall not have any lien for the payment of any fees or expenses on any of the money or Series 2019A Escrow Investments, Series 2019B Escrow Investments, Series 2019A Earnings or Series 2019B Earnings from time to time held by it hereunder or transferred to any accounts held by it as trustee under the Resolution.

SECTION 9. Governing Law. This Escrow Agreement shall be governed by and construed in accordance with the laws of the State of Florida, without regard to conflict of law principles.

SECTION 10. Counterparts. This Escrow Agreement may be executed in one or more counterparts and when each party hereto has executed and delivered at least one counterpart, this Escrow Agreement shall become binding on all parties and such counterparts shall be deemed to be one and the same document.

SECTION 11. Severability. If one or more provisions of this Escrow Agreement or the application of any such provisions to any set of circumstances shall be determined to be invalid or ineffective for any reason, such determination shall not affect the validity and enforceability of the remaining provisions or the application of the same provisions or any of the remaining provisions to other circumstances.

[Remainder of page intentionally left blank; signature page follows]

IN WITNESS WHEREOF, the Bank and FMPA have caused this Escrow Agreement to be executed by their respective duly authorized officers, all as of the date and year first above written.

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

By: _____
Authorized Officer

TD BANK, NATIONAL ASSOCIATION,
as Escrow Agent and Trustee

By: _____
Authorized Officer

SCHEDULE 1

BONDS TO BE REDEEMED

All-Requirements Power Supply Project Variable Rate Demand Refunding Revenue Bonds,
Series 2008C

| <u>Amount</u> | <u>Rate</u> | <u>Maturity (October 1)</u> | <u>CUSIP</u> |
|---------------|-------------|---------------------------------|--------------|
|---------------|-------------|---------------------------------|--------------|

All-Requirements Power Supply Project Revenue Bonds, Series 2013A (Taxable)

| <u>Amount</u> | <u>Rate</u> | <u>Maturity (October 1)</u> | <u>CUSIP</u> |
|---------------|-------------|---------------------------------|--------------|
|---------------|-------------|---------------------------------|--------------|

SCHEDULE 2

DESCRIPTION OF ESCROW INVESTMENTS

SERIES 2019A ESCROW INVESTMENTS

SERIES 2019B ESCROW INVESTMENTS

FORM OF NOTICE OF REDEMPTION

FLORIDA MUNICIPAL POWER AGENCY

**ALL-REQUIREMENTS POWER SUPPLY PROJECT VARIABLE RATE DEMAND
REFUNDING REVENUE BONDS, SERIES 2008C**

MATURING ON:

| <u>Series</u> | <u>Date</u> | <u>CUSIP No.</u> ¹ |
|---------------|-------------|-------------------------------|
|---------------|-------------|-------------------------------|

**ALL-REQUIREMENTS POWER SUPPLY PROJECT REVENUE BONDS,
SERIES 2013A (Taxable)**

MATURING ON:

| <u>Series</u> | <u>Date</u> | <u>CUSIP No.</u> ² |
|---------------|-------------|-------------------------------|
|---------------|-------------|-------------------------------|

Notice is hereby given to the holders of the (i) outstanding All-Requirements Power Supply Project Variable Rate Demand Refunding Revenue Bonds, Series 2008C (the “Series 2008C Bonds”) and (ii) outstanding All-Requirements Power Supply Project Revenue Bonds, Series 2013A (Taxable) (the “Series 2013A Bonds”), in each case which mature on October 1 in each of the years set forth above (the Series 2008C Bonds together with the Series 2013A Bonds, the “Refunded Bonds”) that the above-mentioned Refunded Bonds have been called for redemption prior to maturity on [_____] in accordance with their terms at a redemption price equal to [100]% of the principal amount thereof, together in each case with accrued interest thereon to, but not including, [_____].

¹ No representation is made as to the accuracy of the CUSIP numbers either as printed on the Refunded Bonds or as set forth in this Notice of Redemption.

² No representation is made as to the accuracy of the CUSIP numbers either as printed on the Refunded Bonds or as set forth in this Notice of Redemption.

[The source of the funds to be used for such redemption is the principal of and interest on Investment Securities heretofore deposited with the Escrow Agent, together with moneys, if any, heretofore deposited with the Escrow Agent.]

The redemption price of and accrued interest on the Refunded Bonds shall become due and payable on [_____] and from and after [_____] interest on the Refunded Bonds shall cease to accrue and be payable.

To assure that the holders of the Refunded Bonds receive payment of the redemption price and accrued interest to which they are entitled, send your Registered Bond, unendorsed, about [two (2) weeks] prior to [_____] to the principal corporate trust office of the Escrow Agent:

By Mail

[address]

[address]

By Hand

[address]

[address]

Sending your certificates by registered, insured mail is recommended.

To avoid a ____% backup withholding tax required by the Interest and Dividend Tax Compliance Act of 1983, holders must submit a properly completed IRS Form W-9 with their Bonds, unless such form has been previously provided.

Dated this ____ day of _____, ____.

FLORIDA MUNICIPAL POWER AGENCY

By: TD Bank, National Association,
as Escrow Agent and Trustee

NOTICE OF DEFEASANCE AND [PRIOR] REDEMPTION

FLORIDA MUNICIPAL POWER AGENCY

Relating to

**ALL-REQUIREMENTS POWER SUPPLY PROJECT VARIABLE RATE DEMAND
REFUNDING REVENUE BONDS,
SERIES 2008C**

MATURING ON:

Date

CUSIP No.¹

**ALL-REQUIREMENTS POWER SUPPLY PROJECT REVENUE BONDS,
SERIES 2013A**

MATURING ON:

Date

CUSIP No.²

Notice is hereby given to the holders of the outstanding bonds designated Florida Municipal Power Agency All-Requirements Power Supply Project Variable Rate Demand Refunding Revenue Bonds, Series 2008C (the “Refunded Series 2008C Bonds”), and Florida Municipal Power Agency All-Requirements Power Supply Project Revenue Bonds, Series 2013A (the “Refunded Series 2013A Bonds” and, together with the Refunded Series 2008C Bonds, the “Refunded Bonds”) which mature on October 1 in each of the years set forth above (the “Refunded Bonds”) (i) that there has been deposited with TD Bank, National Association, as Escrow Agent, moneys and/or government obligations permitted by the All-Requirements Power Supply Project Revenue Bond Resolution, adopted by Florida Municipal Power Agency (the “Agency”) on March 22, 1985, as amended and restated in the entirety on May 23, 2003, as amended and supplemented (the “Resolution”), the principal of and the interest on which when due will provide moneys which, together with such moneys deposited with the Escrow Agent, shall be sufficient and available to pay (a) on [_____] the principal of all Refunded Series 2008C Bonds and interest on all Refunded Series 2008C Bonds on and prior to such redemption

¹ No representation is made as to the accuracy of the CUSIP numbers either as printed on the Refunded Bonds or as set forth in this Notice of Redemption.

² No representation is made as to the accuracy of the CUSIP numbers either as printed on the Refunded Bonds or as set forth in this Notice of Redemption.

date, and (b) on [_____] the principal of all Refunded Series 2013A Bonds and interest on all Refunded Series 2013A Bonds on and prior to such redemption date; (ii) that the Escrow Agent has been irrevocably instructed to redeem (a) the Refunded Series 2008C Bonds on [_____] and (b) the Refunded Series 2013A Bonds on [_____] and (iii) that the Refunded Bonds are deemed to be paid in accordance the Resolution.

Dated this _____ day of _____, _____.

FLORIDA MUNICIPAL POWER AGENCY

By: TD Bank National Association,
as Escrow Agent

AGENDA ITEM 10 – REPORTS

**e. Resolution 2019-EC7-Series 2019
B Bonds and Related Documents**

**Finance Committee Meeting
September 19, 2019**

A RESOLUTION OF THE EXECUTIVE COMMITTEE OF FLORIDA MUNICIPAL POWER AGENCY (I) RECITING STATEMENT OF AUTHORITY; (II) APPROVING AND ADOPTING THE SERIES 2019B SUPPLEMENTAL ALL-REQUIREMENTS POWER SUPPLY PROJECT REVENUE BOND RESOLUTION (FIXED RATE BONDS) WHICH AUTHORIZES THE ISSUANCE OF FLORIDA MUNICIPAL POWER AGENCY ALL-REQUIREMENTS POWER SUPPLY PROJECT REFUNDING REVENUE BONDS, SERIES 2019B (FEDERALLY TAXABLE) TO BE SOLD ON OR BEFORE MAY 31, 2020 IN A PRINCIPAL AMOUNT SUFFICIENT TO PRODUCE NOT TO EXCEED EIGHT MILLION DOLLARS (\$8,000,000) IN NET PROCEEDS FOR THE PURPOSE OF REFUNDING ALL OR A PORTION OF FMPA'S ALL-REQUIREMENTS POWER SUPPLY PROJECT REVENUE BONDS, SERIES 2013A AND TO PAY ANY COSTS OF ISSUANCE RELATED TO THE SERIES 2019B BONDS AND DELEGATES TO AUTHORIZED SIGNATORIES AND AUTHORIZED OFFICERS CERTAIN MATTERS RELATING TO THE ISSUANCE OF SUCH SERIES 2019B BONDS INCLUDING (1) WHETHER AND WHEN TO ISSUE SUCH SERIES 2019B BONDS, (2) DETERMINATION OF THE PRINCIPAL AMOUNTS, MATURITIES, INTEREST RATES, SINKING FUND INSTALLMENTS AND OTHER REDEMPTION PROVISIONS OF THE SERIES 2019B BONDS, (3) APPROVAL OF THE SALE AND PURCHASE PRICE FOR THE SERIES 2019B BONDS, (4) DETERMINATION OF AMOUNT, IF ANY, OF THE DEBT SERVICE RESERVE REQUIREMENT FOR THE SERIES 2019B BONDS, (5) DETERMINATION OF THE AGGREGATE PRINCIPAL AMOUNT OF SERIES 2019B BONDS TO BE ISSUED, (6) DETERMINATION OF PRESENT VALUE SAVINGS FROM ISSUING THE SERIES 2019B BONDS AND FROM ISSUING FMPA'S ALL-REQUIREMENTS POWER SUPPLY PROJECT REFUNDING REVENUE BONDS, SERIES 2019A AND (7) DETERMINATION OF THE ADVISABILITY OF SECURING BOND INSURANCE FOR SUCH SERIES 2019B BONDS; (III) MAKING CERTAIN FINDINGS AS TO THE REASONS REQUIRING THE NEGOTIATED SALE OF THE SERIES 2019B BONDS; (IV) ACKNOWLEDGING REQUIREMENT TO OBTAIN DISCLOSURE STATEMENT FROM THE UNDERWRITERS AND APPROVING THE FORM DISCLOSURE STATEMENT; (V) AUTHORIZING AND APPROVING THE AWARD AND SALE OF THE SERIES 2019B BONDS TO ONE OR MORE UNDERWRITERS OF BONDS OF FMPA AND THE EXECUTION OF A BOND PURCHASE CONTRACT; (VI) APPROVING THE PREPARATION, EXECUTION, DELIVERY AND USE OF A PRELIMINARY AND A FINAL OFFICIAL STATEMENT, THE DEEMING "FINAL" OF THE PRELIMINARY OFFICIAL STATEMENT AND THE EXECUTION, DELIVERY AND PERFORMANCE OF A CONTINUING DISCLOSURE AGREEMENT AND, IF NECESSARY, AN ESCROW DEPOSIT AGREEMENT; (VII) DESIGNATING AUTHORIZED OFFICERS AND APPROVING AND RATIFYING PREVIOUS ACTIONS; (VIII) PROVIDING FOR THE TAKING OF CERTAIN OTHER ACTIONS; (IX) PROVIDING FOR SEVERABILITY; AND (X) PROVIDING FOR AN EFFECTIVE DATE.

BE IT RESOLVED BY THE EXECUTIVE COMMITTEE OF THE FLORIDA MUNICIPAL POWER AGENCY ("FMPA") THAT:

SECTION 1. AUTHORITY FOR THIS RESOLUTION. This resolution (the "Resolution") is adopted pursuant to the provisions of Part II, Chapter 361, Florida Statutes, as amended, Section 163.01, Florida Statutes, as amended, and Part II, Chapter 166, Florida Statutes, as amended.

SECTION 2. APPROVAL AND ADOPTION OF THE SERIES 2019B SUPPLEMENTAL ALL-REQUIREMENTS POWER SUPPLY PROJECT REVENUE BOND RESOLUTION (FIXED RATE BONDS). The terms of the Series 2019B Supplemental All-Requirements Power Supply Project Revenue Bond Resolution (Fixed Rate Bonds) (the "Series 2019B Supplemental Resolution"), in the form attached hereto as Exhibit A, which delegates to Authorized Signatories, defined therein, certain matters relating to the issuance by FMPA of its All-Requirements Power Supply Project Refunding Revenue Bonds, Series 2019B (Federally Taxable) (the "Series 2019B Bonds") including, without limitation, whether and when to issue the Series 2019B Bonds, the aggregate principal amount of the Series 2019B Bonds, various matters relating to the initial issuance of the Series 2019B Bonds, including the interest rates, maturities, principal amounts, sinking fund installments and other redemption provisions relating to the Series 2019B Bonds, determination of amount, if any, of the Debt Service Reserve Requirement for the Series 2019B Bonds, determination of present value savings from issuing the Series 2019B Bonds and from issuing FMPA's All-Requirements Power Supply Project Refunding Revenue Bonds, Series 2019A, provisions relating to the sale and purchase of the Series 2019B Bonds, the execution and delivery of an Escrow Deposit Agreement, if any, are hereby approved and said Supplemental Resolution is hereby adopted and the Authorized Officers designated herein are hereby authorized and directed to execute and file the same with the Trustee. In connection with such delegation, the Authorized Officers are further authorized to execute and deliver a Bond Series Certificate fixing the terms and other details of the Series 2019B Bonds. Capitalized terms used herein but not defined shall have the meanings ascribed to such terms in the All-Requirements Power Supply Revenue Bond Resolution, adopted by FMPA on March 22, 1985, as amended and restated in its entirety on May 23, 2003, as supplemented and amended (the "Bond Resolution").

SECTION 3. FINDINGS RELATING TO THE NEGOTIATED SALE OF THE SERIES 2019B BONDS AUTHORIZED BY THE SERIES 2019B SUPPLEMENTAL RESOLUTION. Pursuant to Section 218.385, Florida Statutes, as amended, it is hereby found, determined and declared in respect of any negotiated sale of the Series 2019B Bonds authorized by the Series 2019B Supplemental Resolution, as follows:

3.01 The Series 2019B Bonds to be sold will provide funds to pay the costs of refunding all or a portion of FMPA's All-Requirements Power Supply Project Refunding Revenue Bonds, Series 2013A (the "Refunded Bonds") and to pay Costs of Issuance relating to the Series 2019B Bonds.

3.02 The Series 2019B Bonds authorized by the Series 2019B Supplemental Resolution are expected to be issued in a single series at a time deemed most beneficial to providing monies to refund the Refunded Bonds and to pay any Costs of Issuance relating to the Series 2019B Bonds as economically and expeditiously as possible and the successful sale of such Series 2019B Bonds would be made more difficult and expensive if required to be sold at competitive sale.

3.03 Due to the characteristics of the Series 2019B Bonds, prevailing and anticipated market conditions and the need for flexibility in timing the issuance of the Series 2019B Bonds, it is necessary and in the best interests of FMPA to sell the Series 2019B Bonds at a negotiated sale to the underwriters, upon satisfaction of the terms and conditions set forth in the Series 2019B Supplemental Resolution and in the Bond Purchase Contract (as defined below).

SECTION 4. ACKNOWLEDGMENT OF REQUIREMENT TO OBTAIN DISCLOSURE STATEMENT FROM UNDERWRITERS; APPROVAL OF FORM OF DISCLOSURE STATEMENT. FMPA hereby acknowledges that it is required to receive from the Underwriters a disclosure statement containing the information required pursuant to Section 218.385(6), Florida Statutes. The form of disclosure statement, in substantially the form attached as an exhibit to the form of Bond Purchase Contract attached as Exhibit "A" to the Series 2019B Supplemental Resolution, is hereby approved (the "Bond Purchase Contract").

SECTION 5. AUTHORIZATION AND APPROVAL FOR THE AWARD OF SALE OF THE SERIES 2019B BONDS TO THE UNDERWRITERS OF FMPA'S SERIES 2019B BONDS AND THE EXECUTION OF A BOND PURCHASE CONTRACT BETWEEN FMPA AND BARCLAYS CAPITAL INC., AS REPRESENTATIVE OF THE UNDERWRITERS. The sale of the Series 2019B Bonds to Barclays Capital Inc., on behalf of itself and as representative for BofA Securities, Inc. (collectively, the "Underwriters"), is hereby authorized, together with the execution and delivery by the Authorized Officers of a Bond Purchase Contract, substantially in the form attached to the Series 2019B Supplemental Resolution as Exhibit "A", with such changes therein as such Authorized Officers may deem necessary or desirable, for such sale to the Underwriters, as provided in the Series 2019B Supplemental Resolution.

SECTION 6. APPROVING THE FORM OF AND THE EXECUTION, DELIVERY AND THE USE OF A PRELIMINARY AND A FINAL OFFICIAL STATEMENT, AUTHORIZING THE AUTHORIZED OFFICERS TO DEEM "FINAL" THE PRELIMINARY OFFICIAL STATEMENT, AND APPROVING THE EXECUTION, DELIVERY AND PERFORMANCE OF A CONTINUING DISCLOSURE AGREEMENT AND, IF NECESSARY, AN ESCROW DEPOSIT AGREEMENT.

(a) The Authorized Officers are hereby authorized to prepare a Preliminary Official Statement and a Final Official Statement in substantially the form of the Preliminary Official Statement approved and attached as Exhibit "B" to the Series 2019B Supplemental Resolution, with such revisions to reflect the operations of the All-Requirements Power Supply Project, and with such other changes, omissions, insertions and revisions as the Authorized Officers may approve. Such Authorized Officers are hereby authorized to make public and permit the distribution of the Preliminary Official Statement and to execute and deliver a final Official Statement relating to the Series 2019B Bonds on behalf of FMPA with such changes, omissions, insertions, revisions or modifications in and such additions to or deletions thereto as such Authorized Officers may approve, such approval to be conclusively evidenced by the execution thereof by such Authorized Officers and such Official Statement as so executed and delivered is hereby approved. The Authorized Officers are authorized to deliver a certification to the effect that the Preliminary Official Statement, together with such other documents, if any, described in such certificate was deemed final as of its date for purposes of Rule 15c2-12 of the Securities and Exchange Commission. Such Authorized Officers are also hereby authorized to execute, deliver and provide for the performance by FMPA of the terms and conditions of a Continuing Disclosure Agreement in substantially the form appended to the Bond Purchase Contract with such changes therein as such Officers deem necessary or desirable, such approval to be evidenced conclusively by the execution of such Continuing Disclosure Agreement by said Authorized Officers of FMPA. The Authorized Officers of FMPA are hereby authorized and directed to execute and deliver an Escrow Deposit Agreement, if necessary or desirable, in substantially the form attached to the Series 2019B Supplemental Resolution as Exhibit "C," subject to such changes or modifications therein as the Authorized Officers may approve as necessary or desirable thereto, such approval to be evidenced conclusively by the execution of such Escrow Deposit Agreement by said Authorized Officers of FMPA.

(b) The Preliminary Official Statement, Final Official Statement, Continuing Disclosure Agreement and all other disclosure documentation relating to the issuance of the Series 2019B Bonds will be prepared in accordance with FMPA's Municipal Finance Disclosure Procedures, adopted on November 10, 2015, as amended (the "Disclosure Procedures").

SECTION 7. DESIGNATION OF AUTHORIZED OFFICERS AND APPROVAL AND RATIFICATION OF PREVIOUS ACTIONS. The Chairperson of the Executive Committee and the Vice Chairperson of the Executive Committee and the Secretary, elected Treasurer, General Manager and CEO, any Assistant Secretary and the Chief Financial Officer of FMPA are each hereby designated as (i) Authorized Officers for the purposes of executing and delivering the Series 2019B Supplemental Resolution and, subject to the provisions of the Series 2019B Supplemental Resolution, taking any other actions authorized by this Resolution and in connection with the issuance of the Series 2019B Bonds under the Series 2019B Supplemental Resolution and (ii) as Authorized Officers as defined in Section 101 of the Bond Resolution for the purpose of executing and delivering the documents set forth herein and taking any other actions authorized by this Resolution in connection with the issuance of the Series 2019B Bonds and any actions taken prior to the date hereof in connection with any actions authorized by this Resolution are hereby approved and ratified.

SECTION 8. FURTHER ACTIONS. Each Authorized Officer designated hereunder is hereby authorized and empowered to take all further actions as may be necessary or desirable in carrying out the terms and provisions of this Resolution and each of the documents referred to herein.

SECTION 9. SEVERABILITY. If one or more provisions of this Resolution should be determined by a court of competent jurisdiction to be contrary to law, such provisions shall be deemed to be severable from the remaining provisions hereof, and shall in no way affect the validity or enforceability of such remaining provisions.

SECTION 10. EFFECTIVE DATE. This Resolution shall take effect immediately upon its adoption.

This Resolution 2019-EC[_] is hereby approved and adopted by the Executive Committee of the Florida Municipal Power Agency on September 19, 2019.

Chairperson, Executive Committee

[Remainder of page intentionally left blank]

I HEREBY CERTIFY that, on September 19, 2019, the above Resolution 2019-EC[_] was approved and adopted by the Executive Committee of the Florida Municipal Power Agency, and that this is a true and conformed copy of Resolution 2019-EC[_].

ATTEST:

Secretary or Assistant Secretary

SEAL

EXHIBIT A

Series 2019B Supplemental All-Requirements Power
Supply Project Revenue Bond Resolution (Fixed Rate Bonds)

FLORIDA MUNICIPAL POWER AGENCY
ALL-REQUIREMENTS POWER SUPPLY PROJECT

**All-Requirements Power Supply Project Refunding Revenue Bonds,
Series 2019B (Federally Taxable)**

**Series 2019B Supplemental
All-Requirements Power Supply Project
Revenue Bond Resolution
(Fixed Rate Bonds)**

Adopted September 19, 2019

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**SERIES 2019B SUPPLEMENTAL
ALL-REQUIREMENTS POWER SUPPLY PROJECT
REVENUE BOND RESOLUTION (FIXED RATE BONDS)**

BE IT RESOLVED by Florida Municipal Power Agency (“FMPA”) as follows:

ARTICLE I.

DEFINITIONS AND STATUTORY AUTHORITY

SECTION 1.01. Supplemental Resolution. This Series 2019B Supplemental All-Requirements Power Supply Project Revenue Bond Resolution (Fixed Rate Bonds) (the “Supplemental Resolution”) is supplemental to the All-Requirements Power Supply Project Revenue Bond Resolution adopted by FMPA on March 22, 1985, as amended and restated in its entirety on May 23, 2003, as supplemented and amended to the date hereof (the “Bond Resolution”). The Bond Resolution as so supplemented and amended is hereinafter referred to as the “Resolution”.

SECTION 1.02. Definitions. 1. Except as provided by this Supplemental Resolution, all terms which are defined in Section 101 of the Resolution shall have the same meanings, respectively, in this Supplemental Resolution as such terms are given in said Section 101 of the Resolution.

2. In this Supplemental Resolution:

Authorized Signatories means (i) Chairperson of the Executive Committee or the Vice Chairperson of the Executive Committee and (ii) the General Manager and CEO of FMPA or the Chief Financial Officer of FMPA.

Bond Counsel means Nixon Peabody LLP or any other attorney at law or a firm of attorneys, designated by FMPA, of nationally recognized standing in matters pertaining to the tax-exempt nature of interest on bonds issued by states and their political subdivisions, duly admitted to the practice of law before the highest court of any state of the United States of America selected by FMPA.

Bond Series Certificate means a certificate fixing the terms and other details of the Series 2019B Bonds, executed by the Authorized Signatories in accordance with delegation of power to do so under Section 2.07 hereof.

Business Day means any day that is not a Saturday, Sunday or other day on which commercial lenders in New York City or the State of Florida are closed.

Code means the Internal Revenue Code of 1986, as amended, and the applicable regulations thereunder.

DTC means The Depository Trust Company, New York, New York, as initial Securities Depository or any substitute securities depository appointed pursuant to Section 2.12.3(c) hereof.

Net Proceeds shall have the meaning set forth in Section 2.01 of this Supplemental Resolution.

Opinion of Bond Counsel means a written opinion signed by Bond Counsel.

Refunded Bonds means FMPA's All-Requirements Power Supply Project Revenue Bonds, Series 2013A to be refunded with a portion of the proceeds of the Series 2019B Bonds, as more particularly described in the Bond Series Certificate.

Securities Depository means a recognized securities depository selected by FMPA to maintain a book-entry system with respect to the Series 2019B Bonds, and shall include any substitute for or successor to the securities depository initially acting as Securities Depository.

Securities Depository Nominee means, as to any Securities Depository, such Securities Depository or the nominee of such Securities Depository in whose name there shall be registered on the registration books maintained by FMPA at the office of the Bond Registrar the bond certificates to be delivered to and immobilized at such Securities Depository during the continuation with such Securities Depository of participation in its book-entry system.

Series 2019B Bonds means FMPA's All-Requirements Power Supply Project Refunding Revenue Bonds, Series 2019B (Federally Taxable), authorized by Article II of this Supplemental Resolution.

Supplemental Resolution means, collectively, this Supplemental Resolution and Bond Series Certificate, which is supplemental to the Bond Resolution as from time to time amended or supplemented by other supplemental resolutions in accordance with the terms of the Resolution and the terms hereof. This Supplemental Resolution shall constitute a "Supplemental Resolution" within the meaning of the Resolution.

SECTION 1.03. Authority for this Supplemental Resolution. This Supplemental Resolution is adopted (i) pursuant to the provisions of the Act and (ii) in accordance with Article II and Article X of the Bond Resolution.

ARTICLE II.

AUTHORIZATION OF SERIES 2019B BONDS; TERMS AND PROVISIONS OF SERIES 2019B BONDS

SECTION 2.01. Principal Amount, Designation of Series, Purpose, Debt Service Reserve Requirement. 1. Pursuant to the provisions of the Bond Resolution, a Series of Additional Bonds entitled to the benefit, protection and security of the Bond Resolution, which for purposes of this Supplemental Resolution shall be referred to herein as the "Series 2019B Bonds", is hereby authorized to be issued from the date of this Supplemental Resolution to and including May 31, 2020 in an aggregate principal amount not to exceed the principal amount necessary so that, after giving effect to any original issue discount (exclusive of any premium) and underwriters' discount from the principal amount and exclusive of the amount, if any, required to be deposited in the Debt Service Reserve Account to satisfy the Debt Service Reserve Requirement, if any (other than the amount, if

any, provided from other available funds of FMFA), the amount to be applied to the refunding of the Refunded Bonds pursuant to Section 3.01(a) of this Supplemental Resolution, or otherwise applied to effectuate the purposes of subsection 3 of Section 2.01 (exclusive of the amount so deposited therein determined in any Bond Series Certificate as estimated to be necessary to pay capitalized interest or to pay any Costs of Issuance of the Series 2019B Bonds) payable from the proceeds of such Series 2019B Bonds, shall not exceed the amount or amounts determined in the Bond Series Certificate to be necessary to effectuate the purposes set forth in subsection 3 of Section 2.01 hereof ("Net Proceeds"); provided, however, that as of any date of original issuance of any Series 2019B Bonds issued to finance all or a portion of the cost of refunding the Refunded Bonds, the aggregate amount of Net Proceeds shall not exceed \$8,000,000.

2. Series 2019B Bonds shall be designated as, and shall be distinguished from the Bonds of all other Series by the title, "All-Requirements Power Supply Project Refunding Revenue Bonds, Series 2019B" or such other title or titles as are set forth in the Bond Series Certificate.

3. The purposes for which the Series 2019B Bonds are issued is to provide for the payment of all or any part of the cost of refunding the Refunded Bonds deemed advisable by the Authorized Signatories executing a Bond Series Certificate pursuant to Section 2.07.1 hereof in accordance with Section 204 of the Bond Resolution, to fund the Debt Service Reserve Requirement, if any, to pay Costs of Issuance and to fund any related capitalized interest, all to the extent and in the manner provided in this Supplemental Resolution.

4. The Debt Service Reserve Requirement, if any, for the Series 2019B Bonds shall be the amount set forth in the Bond Series Certificate.

SECTION 2.02. Date, Maturities, Principal Amounts and Interest. The Series 2019B Bonds, except as otherwise provided in the Resolution, shall be dated the date or dates determined in the Bond Series Certificate. The Series 2019B Bonds shall mature on the date or dates and in the year or years and principal amount or amounts, and shall bear interest at the rate or rates per annum, if any, specified in the Bond Series Certificate.

The Series 2019B Bonds shall bear interest from their date or dates and be payable on such date or dates as may be determined pursuant to the Bond Series Certificate. Except as otherwise provided in the Bond Series Certificate, interest on the Series 2019B Bonds shall be computed on the basis of twelve 30-day months and a 360-day year.

SECTION 2.03. Forms of Series 2019B Bonds and Trustee's Certificate of Authentication, Denominations, Numbers and Letters. 1. Unless otherwise provided in the Bond Series Certificate, the Series 2019B Bonds shall be issued in fully registered form, subject to the provisions of a book-entry-only system (as hereinafter described), without coupons. Subject to the provisions of the Resolution, the form of registered Series 2019B Bonds, and the Trustee's certificate of authentication, shall be substantially in the form and in the authorized denominations set forth in the Bond Series Certificate. The Series 2019B Bonds shall be lettered and numbered as provided in the Bond Series Certificate.

2. At the written direction of an Authorized Officer, “CUSIP” identification numbers will be imprinted on the Series 2019B Bonds, but such numbers shall not constitute a part of the contract evidenced by the Series 2019B Bonds and any error or omission with respect thereto shall not constitute cause for refusal of any purchaser to accept delivery of and pay for the Series 2019B Bonds. In addition, failure on the part of FMPA or the Trustee to use such CUSIP numbers in any notice to Holders of the Series 2019B Bonds shall not constitute an event of default or any similar violation of FMPA’s contract with such Holders.

SECTION 2.04. Place and Medium of Payment; Paying Agent. Except as otherwise provided in the Bond Series Certificate, principal and Redemption Price of the Series 2019B Bonds shall be payable to the registered owner of each Series 2019B Bond when due upon presentation of such Series 2019B Bond at the principal corporate trust office of the Trustee. Except as otherwise provided in the Bond Series Certificate, interest on the registered Series 2019B Bonds will be paid by check or draft mailed on the interest payment date by the Paying Agent, to the registered owner at his address as it appears on the registration books or, at the option of any Holder of at least one million dollars (\$1,000,000) in principal amount of the Series 2019B Bonds, by wire transfer in immediately available funds on each interest payment date to such Holder thereof upon written notice from such Holder to the Trustee, at such address as the Trustee may from time to time notify such Holder, containing the wire transfer address (which shall be in the continental United States) to which such Holder wishes to have such wire directed, if such written notice is received not less than twenty (20) days prior to the related interest payment date (such notice may refer to multiple interest payments).

SECTION 2.05. Sinking Fund Installments. The Series 2019B Bonds as determined in the Bond Series Certificate shall be subject to redemption in part, selected in such manner as the Trustee deems fair and appropriate, on each date in the year or years determined in the Bond Series Certificate at the principal amount thereof plus accrued interest up to but not including the date of redemption thereof, from mandatory Sinking Fund Installments which are required to be made in amounts sufficient to redeem on each such date the principal amount of such Series 2019B Bonds.

SECTION 2.06. Redemption Prices and Terms. The Series 2019B Bonds as determined in the Bond Series Certificate may also be subject to redemption prior to maturity, at the option of FMPA, at the Redemption Price or Redemption Prices, if any, and on the redemption terms, if any, as provided in the Bond Series Certificate, upon notice as provided in Article IV of the Resolution, at any time as a whole or in part (selected in such manner as the Trustee deems fair and appropriate within a maturity if less than all of a maturity is to be redeemed), from maturities designated by FMPA on and after the date and in the years and at a Redemption Price equal the principal amount thereof plus accrued interest up to but not including the redemption date.

SECTION 2.07. Delegation to Authorized Signatories. 1. There is hereby delegated to the Authorized Signatories, subject to the limitations contained in this Supplemental Resolution, the following powers with respect to the issuance of any Series 2019B Bonds:

- (a) to determine when to issue any Series 2019B Bonds, the amount of Net Proceeds to be provided by the Series 2019B Bonds, and the amount of the proceeds of

the Series 2019B Bonds estimated to be necessary to pay the Costs of Issuance of the Series 2019B Bonds and to fund capitalized interest, if any;

(b) to determine the amount, if any, of the Debt Service Reserve Requirement for the Series 2019B Bonds and the amount of the proceeds of the Series 2019B Bonds estimated to be necessary to fund any such Debt Service Reserve Requirement;

(c) to determine the principal amounts of the Series 2019B Bonds to be issued, which aggregate principal amounts shall not exceed the principal amounts permitted by Section 2.01 of this Supplemental Resolution, and to determine Accreted Values and Appreciated Values, if applicable;

(d) to determine the maturity date and principal amount of each maturity of the Series 2019B Bonds and the amount and due date of each Sinking Fund Installment, if any; provided, however, that the final maturity date of the Series 2019B Bonds shall be no later than October 1, 2023;

(e) to determine the date or dates which the Series 2019B Bonds shall be dated and the interest rate or rates of the Series 2019B Bonds; provided, however, that the Series 2019B Bonds shall not have a true interest cost in excess of 4.00%;

(f) to determine the Redemption Price or Redemption Prices, if any, and the redemption terms, if any, for the Series 2019B Bonds; provided, however, that if the Series 2019B Bonds are to be redeemable at the election of FMPA, the Redemption Price shall not be greater than one hundred two percent (102%) of the principal amount of the Series 2019B Bonds to be redeemed, plus accrued interest thereon up to but not including the date of redemption;

(g) to determine the purchase price for the Series 2019B Bonds to be paid by the purchasers referred to in the Purchase Contract, as such document is described in Section 2.08 of this Supplemental Resolution which may include such original issue discount and original issue premium as shall be determined in the Bond Series Certificate; provided, however, that the underwriters' discount reflected in such purchase price shall not exceed \$5.00 for each one thousand dollars (\$1,000) principal amount of the Series 2019B Bonds;

(h) to determine the advisability, as compared to an unenhanced transaction, of obtaining bond insurance, to select a provider or providers thereof and to determine and accept the terms and provisions and price thereof, to determine such other matters related thereto as in the opinion of the Authorized Signatories executing the Bond Series Certificate shall be considered necessary or appropriate and to effect such determinations by making any changes in or additions to this Supplemental Resolution required by bond insurance providers, if any, or required by a Rating Agency in order to attain or maintain specific ratings on the Series 2019B Bonds, or relating to the mechanisms for the repayment of amounts advanced thereunder or payment of fees, premiums, expenses or any other amounts, notices, the provision of information, and such other matters of a technical, mechanical, procedural or descriptive nature necessary or appropriate to

obtain or implement bond insurance with respect to the Series 2019B Bonds, and to make any changes in connection therewith;

(i) to take all actions required for the Series 2019B Bonds to be eligible under the rules and regulations of DTC for investment and trading as uncertificated securities, to execute and deliver a standard form of letter of representation with DTC and, notwithstanding any provisions to the contrary contained in this Supplemental Resolution, to include in the Bond Series Certificate such terms and provisions in addition to or modifying those contained in Section 2.12 hereof as may be appropriate or necessary to provide for uncertificated securities in lieu of Series 2019B Bonds issuable in fully registered form;

(j) to determine whether to (i) enter into an Escrow Deposit Agreement (as hereinafter defined) or other arrangement in connection with the issuance of the Series 2019B Bonds, including the selection of a verification agent, if any, and the manner of determining specified matters relating to the defeasance of the Refunded Bonds and (ii) purchase SLGs or open market securities and the form and substance thereof and any related investment agreement, and to determine the application of any amounts released in connection with any such refunding from any funds and accounts held under the Resolution;

(k) to determine the present value savings from FMPA issuing the Series 2019B Bonds as compared to the Refunded Bonds and from FMPA issuing the All-Requirements Power Supply Project Refunding Revenue Bonds, Series 2019A as compared to FMPA's All-Requirements Power Supply Project Variable Rate Demand Refunding Revenue Bonds, Series 2008C, such total combined present value savings shall be no less than negative present value savings of \$500,000 and the Authorized Signatories may rely on a certificate from FMPA's financial advisor in order to confirm the savings determinations made in this clause (k);

(l) to make such changes in or from the form of this Supplemental Resolution as may be necessary or desirable in connection with obtaining a rating with respect to the Series 2019B Bonds or, in the opinion of Bond Counsel, in order to cure any ambiguities, inconsistencies or other defects; and

(m) to determine such other matters specified in or permitted by (i) Sections 202 and 204 of the Bond Resolution or (ii) any provision of this Supplemental Resolution, including preparation of any documentation therefore.

2. The Authorized Signatories shall execute a Bond Series Certificate evidencing the determinations made pursuant to this Supplemental Resolution and any such Bond Series Certificate shall be conclusive evidence of the determinations of the Authorized Signatories as stated therein. The Bond Series Certificate shall be delivered to the Trustee prior to or contemporaneous with the authentication and delivery of the Series 2019B Bonds accompanied by a certificate of Dunlap & Associates, Inc., as financial advisor to FMPA, certifying that, based on such assumptions as such financial advisor deems appropriate, issuance of the Series 2019B Bonds for the purposes of refunding the Refunded Bonds and payment of the Costs of Issuance

of the Series 2019B Bonds is advisable given current and expected financial market conditions. Determinations set forth in any Bond Series Certificate shall have the same effect as if set forth in this Supplemental Resolution.

3. In the event that the Authorized Signatories exercise any of the authority delegated to them pursuant to this Section 2.07 and execute a Bond Series Certificate evidencing such exercise, a report describing the exercise of such delegated authority shall be delivered at the next regularly scheduled meeting of the Executive Committee of FMPA following the closing of the Series 2019B Bonds.

SECTION 2.08. Sale of Series 2019B Bonds.

1. Each Authorized Officer is hereby authorized to sell and award the Series 2019B Bonds to the purchasers referred to in the Purchase Contract, which Purchase Contract shall be substantially in the form of the draft Purchase Contract attached hereto as Exhibit A with such revisions to reflect the terms and provisions of the Series 2019B Bonds as may be approved by the Officer executing the Purchase Contract (the "Purchase Contract"). Each Authorized Officer is hereby authorized to agree to the selection of the representative of the underwriters as referred to in the Purchase Contract and to execute and deliver the Purchase Contract for and on behalf and in the name of FMPA with such changes, omissions, insertions and revisions as may be approved by the Authorized Officer executing the Purchase Contract, said execution being conclusive evidence of such approval and concurrence in the selection of the representative of the underwriters; *provided, however*, that at or prior to the time of the execution and delivery of the Purchase Contract, FMPA shall have received from the senior managing underwriter the disclosure statement required pursuant to Section 218.385(6), Florida Statutes. The purchase price of the Series 2019B Bonds to be paid by the Underwriters pursuant to the Purchase Contract shall be determined as provided in Section 2.07 hereof, subject to the limitations set forth therein.

2. Each Authorized Officer is hereby authorized to make public and to authorize the use and distribution by said purchasers or other appropriate parties of a preliminary official statement (the "Preliminary Official Statement") in connection with the public offering of the Series 2019B Bonds, in substantially the form of the draft Preliminary Official Statement attached hereto as Exhibit B with such changes, omissions, insertions and revisions as such Officer shall deem necessary or appropriate. FMPA authorizes any of said Authorized Officers to deliver a certification to the effect that such Preliminary Official Statement, together with such other documents, if any, described in such certificate, was deemed final as of its date for purposes of Rule 15c2-12 of the Securities and Exchange Commission as applicable.

3. Each Authorized Officer is hereby authorized to make public and to authorize distribution of a final Official Statement in substantially the form of the Preliminary Official Statement, with such changes, omissions, insertions and revisions as such Officer shall deem necessary or appropriate, to sign such Official Statement and to deliver such Official Statement to the purchasers of such issue of the Series 2019B Bonds, such execution being conclusive evidence of the approval of such changes, omissions, insertions and revisions.

4. Each Authorized Officer is hereby authorized to execute and deliver for and on behalf and in the name of FMPA, to the extent determined by such Authorized Officer to be necessary or convenient, a Continuing Disclosure Agreement, substantially in the form appended to the Purchase Contract, with such changes, omissions, insertions and revisions as such Officer shall deem advisable (the "Continuing Disclosure Agreement"), said execution being conclusive evidence of the approval of such changes, omissions, insertions and revisions.

5. Each Authorized Officer is hereby authorized to execute and deliver for and on behalf and in the name of FMPA, to the extent determined by such Authorized Officer to be necessary or convenient, an Escrow Deposit Agreement, with TD Bank, National Association, as Escrow Agent (the "Escrow Agent"), substantially in the form attached hereto as Exhibit C, with such changes, omissions, insertions and revisions as such Officer shall deem advisable (the "Escrow Deposit Agreement"), said execution being conclusive evidence of the approval of such changes, omissions, insertions and revisions.

6. Each Authorized Officer is hereby authorized to take any and all action which they deem necessary or advisable in order to effect the registration or qualification (or exemption therefrom) of the Series 2019B Bonds for issue, offer, sale or trade under the Blue Sky or securities laws of any of the states of the United States of America and in connection therewith to execute, acknowledge, verify, deliver, file or cause to be published any applications, reports, consents to service of process, appointments of attorneys to receive service of process and other papers and instruments which may be required under such laws, and to take any and all further action which they may deem necessary or advisable in order to maintain any such registration or qualification for as long as they deem necessary or as required by law or by the underwriters.

7. The proceeds of the good faith check, if any, received by FMPA from the purchasers of the Series 2019B Bonds under the terms of the Purchase Contract may be invested by FMPA pending application of the proceeds of such good faith check for the purposes provided in Section 2.01 of this Supplemental Resolution at the time of the issuance and delivery of such Series 2019B Bonds or such good faith check may be held by FMPA uncashed and returned to the representative of the underwriters at the time of the issuance and delivery of the Series 2019B Bonds.

8. Each Authorized Officer is hereby authorized and directed to execute and deliver or cause to be executed and delivered any and all documents and instruments (including any insurance agreements or documents or instruments relating to bond insurance deemed appropriate) and to do and cause to be done any and all administrative acts and things as may be necessary or desirable in connection with the approval, execution and delivery of the Purchase Contract, the Continuing Disclosure Agreement, the Escrow Deposit Agreement, if any, the terms of any bond insurance or other such agreement or arrangement and the carrying out of their terms and the terms of the Bond Resolution and this Supplemental Resolution and the issuance, sale and delivery the Series 2019B Bonds and for implementing the terms of the Series 2019B Bonds and the transactions contemplated hereby or thereby.

9. When reference is made in this Supplemental Resolution to the authorization of an Authorized Officer to do any act, such act may be accomplished by any of such Officers individually.

SECTION 2.09. Compliance with Municipal Finance Disclosure Procedures. All actions taken by the Authorized Signatories under Section 2.07 and by the Authorized Officers under Section 2.08 shall be in compliance with all applicable provisions of FMPA's Municipal Finance Disclosure Procedures, adopted on November 10, 2015, as may be amended from time to time.

SECTION 2.10. Appointment of Paying Agent and Bond Registrar for the Series 2019B Bonds. Unless otherwise provided by the Bond Series Certificate, TD Bank, National Association is hereby appointed Paying Agent and Bond Registrar for the Series 2019B Bonds, such appointments to be effective immediately upon the filing of this Supplemental Resolution with the Trustee.

SECTION 2.11. Dealings in Series 2019B Bonds with FMPA. The Trustee, the Paying Agent or the Bond Registrar, each in its individual capacity, may in good faith buy, sell, own, hold and deal in any of the Series 2019B Bonds issued hereunder, and may join in any action which any Holder of the Series 2019B Bonds may be entitled to take with like effect as if it did not act in any capacity hereunder. The Trustee, the Paying Agent or the Bond Registrar, each in its individual capacity, either as principal or agent, may also engage in or be interested in any financial or other transaction with FMPA, and may act as depository, trustee, or agent for any committee or body of Holders of any Series 2019B Bonds secured hereby or other obligations of FMPA as freely as if it did not act in any capacity hereunder.

SECTION 2.12. Book-Entry-Only System. 1. Except as provided in subsections 2 and 3 of this Section 2.12, the registered holder of all Series 2019B Bonds shall be, and the Series 2019B Bonds shall be registered in the name of, Cede & Co. ("Cede"), as nominee of DTC. Payment of interest for any Series 2019B Bond, as applicable, shall be made in accordance with the provisions of this Supplemental Resolution to the account of Cede on the interest payment dates for the Series 2019B Bonds at the address indicated for Cede in the registration books of FMPA kept by the Bond Registrar.

2. (a) The Series 2019B Bonds shall be initially issued in the form of a separate single fully registered Bond in the amount of each separate stated maturity of the Series 2019B Bonds. Upon initial issuance, the ownership of each such Series 2019B Bond shall be registered in the registration books kept by the Bond Registrar, in the name of Cede, as nominee of DTC. With respect to Series 2019B Bonds so registered in the name of Cede, FMPA, the Trustee, the Bond Registrar and any Paying Agent shall have no responsibility or obligation to any DTC participant or to any beneficial owner of any of such Series 2019B Bonds. Without limiting the immediately preceding sentence, FMPA, the Trustee, the Bond Registrar and any Paying Agent shall have no responsibility or obligation with respect to (i) the accuracy of the records of DTC, Cede or any DTC participant with respect to any beneficial ownership interest in the Series 2019B Bonds, (ii) the delivery to any DTC participant, beneficial owner or other person, other than DTC, of any notice with respect to the Series 2019B Bonds, including any notice of redemption, or (iii) the payment to any DTC participant, beneficial owner or other person, other than DTC, of any amount with respect to the principal or Redemption Price of, or interest on, any of the Series 2019B Bonds. FMPA, the Trustee, the Bond Registrar and any Paying Agent may treat DTC as, and deem DTC to be, the absolute owner of each Series 2019B Bond for all purposes whatsoever, including (but not limited to) (a) payment of the principal or Redemption

Price of, and interest on, each such Series 2019B Bond, (b) giving notices of redemption and other matters with respect to such Series 2019B Bonds and (c) registering transfers with respect to such Series 2019B Bonds. The Paying Agent shall pay the principal or Redemption Price of, and interest on, all Series 2019B Bonds only to or upon the order of DTC, and all such payments shall be valid and effective to satisfy fully and discharge FMPA's obligations with respect to such principal or Redemption Price and interest, to the extent of the sum or sums so paid. Except as provided in subsection 3 of this Section 2.12, no person other than DTC shall receive a Series 2019B Bond evidencing the obligation of FMPA to make payments of principal or Redemption Price of, and interest on, any such Series 2019B Bond pursuant to the Resolution. Upon delivery by DTC to the Trustee of written notice to the effect that DTC has determined to substitute a new nominee in place of Cede, and subject to the transfer provisions of the Resolution, the word "Cede" in this Supplemental Resolution shall refer to such new nominee of DTC.

(b) Except as provided in subsection 3(c) of this Section 2.12, and notwithstanding any other provisions of the Resolution or this Supplemental Resolution, the Series 2019B Bonds may be transferred, in whole but not in part, only to a nominee of DTC, or by a nominee of DTC to DTC or another nominee of DTC, or by DTC or a nominee of DTC to any successor securities depository appointed pursuant to this Section 2.12 or any nominee thereof.

3. (a) DTC may determine to discontinue providing its services with respect to the Series 2019B Bonds at any time by giving written notice to FMPA, the Trustee, the Bond Registrar and the Paying Agent, which notice shall certify that DTC has discharged its responsibilities with respect to the Series 2019B Bonds under applicable law.

(b) FMPA, in its sole discretion and without the consent of any other person, may, by written notice to the Trustee, terminate the services of DTC with respect to the Series 2019B Bonds if FMPA determines that the continuation of the system of book-entry-only transfers through DTC is not in the best interests of the beneficial owners of the Series 2019B Bonds or FMPA; and FMPA shall, by written notice to the Trustee, terminate the services of DTC with respect to the Series 2019B Bonds upon receipt by FMPA, the Bond Registrar, the Trustee and the Paying Agent of written notice from DTC to the effect that DTC has received written notice from DTC participants having interests, as shown in the records of DTC, in an aggregate principal amount of not less than fifty percent (50%) of the aggregate principal amount of the then Outstanding Series 2019B Bonds to the effect that: (i) DTC is unable to discharge its responsibilities with respect to the Series 2019B Bonds; or (ii) a continuation of the requirement that all of the Outstanding Series 2019B Bonds be registered in the registration books kept by Bond Registrar, in the name of Cede, as nominee of DTC, is not in the best interests of the beneficial owners of the Series 2019B Bonds.

(c) Upon the termination of the services of DTC with respect to the Series 2019B Bonds pursuant to subsection 3(b)(ii) hereof, or upon the discontinuance or termination of the services of DTC with respect to the Series 2019B Bonds pursuant to subsection 3(a) or subsection 3(b)(i) hereof, FMPA may within 90 days thereafter appoint a substitute Securities Depository which, in the opinion of FMPA, is willing and able to undertake the functions of DTC hereunder upon reasonable and customary terms. If no such successor can be found within such period, the Series 2019B Bonds shall no longer be restricted to being registered in the

registration books kept by the Bond Registrar, in the name of Cede, as nominee of DTC. In such event, FMPA shall execute and the Trustee or its authenticating agent shall authenticate Series 2019B Bond certificates as requested by DTC of like principal amount, maturity and Series, in authorized denominations and the Trustee or its authenticating agent shall deliver such certificates at its corporate trust office to the beneficial owners identified in writing by the Securities Depository in replacement of such beneficial owners' beneficial interests in the Series 2019B Bonds.

(d) Notwithstanding any other provision of the Resolution or this Supplemental Resolution to the contrary, so long as any Series 2019B Bond is registered in the name of Cede, as nominee of DTC, all payments with respect to the principal or Redemption Price of, and interest on, such Series 2019B Bond and all notices with respect to such Series 2019B Bond shall be made and given, respectively, to DTC as provided in the blanket letter of representations of FMPA addressed to DTC with respect to the Series 2019B Bonds.

(e) In connection with any notice or other communication to be provided to Holders of Series 2019B Bonds registered in the name of Cede pursuant to the Resolution by FMPA or the Trustee with respect to any consent or other action to be taken by such Holders, FMPA shall establish a record date for such consent or other action by such Holders and give DTC notice of such record date not less than fifteen (15) calendar days in advance of such record date to the extent reasonably possible.

ARTICLE III.

APPLICATION OF PROCEEDS OF SERIES 2019B BONDS

SECTION 3.01. Disposition of Series 2019B Bond Proceeds. Unless otherwise provided in the Bond Series Certificate, any proceeds of the sale of the Series 2019B Bonds, other than accrued interest, if any, shall be applied, simultaneously with the issuance and delivery of the Series 2019B Bonds, at one time or from time to time in one or more Series or subseries, as follows:

(a) the amount specified in the Bond Series Certificate shall be transferred to the Trustee or to the Escrow Agent under the Escrow Deposit Agreement, as applicable, to be applied to the refunding of the Refunded Bonds; and

(b) the amount, if any, specified in the Bond Series Certificate shall be transferred to the Trustee to be deposited in the Debt Service Reserve Fund; and

(c) the balance of such proceeds, exclusive of accrued interest, if any, shall be deposited in the Costs of Issuance Account which is deemed to be established for such Series in the Construction Fund and applied to the payment of Costs of Issuance.

Unless otherwise provided in a Bond Series Certificate, the accrued interest, if any, and the capitalized interest, if any, received on the sale of the Series 2019B Bonds shall be deposited in the Debt Service Fund.

SECTION 3.02. Purchase of Escrow Securities. Upon the issuance of the Series 2019B Bonds, the Authorized Officers of FMPA may determine it is necessary or convenient for FMPA to enter into an Escrow Deposit Agreement for the purpose of securing the money and securities to be used to provide for the refunding of the Refunded Bonds. In such event, the Authorized Officers of FMPA are hereby authorized (a) to deposit monies in an amount which shall be sufficient, or (b) to acquire or cause to be acquired either (i) state and local government series securities from the United States Treasury or (ii) open market securities acquired through a competitive bidding process, the principal of and the interest on which securities when due will provide monies which, together with the monies, if any, deposited with the Trustee at the same time, shall be sufficient, to pay when due the principal or Redemption Price, if applicable, and interest due and to become due on said Refunded Bonds on or prior to the redemption date or maturity date thereof in accordance with Article XII of the Bond Resolution.

ARTICLE IV.

MISCELLANEOUS

SECTION 4.01. Effective Date. This Series 2019B Supplemental All-Requirements Power Supply Project Revenue Bond Resolution (Fixed Rate Bonds) shall take effect immediately after its adoption by the Executive Committee and the filing of a copy thereof certified by the Secretary or Assistant Secretary of the Executive Committee with the Trustee.

FLORIDA MUNICIPAL POWER AGENCY

By: _____
Chairperson of the Executive Committee

ATTEST:

By: _____
Secretary or Assistant Secretary

EXHIBIT A

Form of Bond Purchase Contract

EXHIBIT B

Form of Preliminary Official Statement

EXHIBIT C

Form of Escrow Deposit Agreement

\$[_____]
FLORIDA MUNICIPAL POWER AGENCY
ALL-REQUIREMENTS POWER SUPPLY PROJECT
REFUNDING REVENUE BONDS,
\$[_____] SERIES 2019A AND
\$[_____] SERIES 2019B (FEDERALLY TAXABLE)

[_____] , 2019

PURCHASE CONTRACT

Florida Municipal Power Agency
8553 Commodity Circle
Orlando, Florida 32819

Dear Sirs:

The undersigned Barclays Capital Inc. (the “Representative”) on behalf of itself and BofA Securities, Inc. (the “Underwriters”) offers to enter into this Purchase Contract with you, the Florida Municipal Power Agency (the “Agency”). This offer is made subject to written acceptance hereof by the Agency at or before 12:00 midnight, New York time, on the date hereof, and, if not so accepted, will be subject to withdrawal by the Underwriters upon notice delivered to the Agency at any time prior to the acceptance hereof by the Agency. The Representative hereby represents that it is authorized to act on behalf of the Underwriters.

1. Purchase and Sale. Upon the terms and conditions and in reliance on the representations, warranties, covenants and agreements set forth herein, the Underwriters hereby agree to purchase from the Agency, and the Agency hereby agrees to sell and deliver to the Underwriters, all (but not less than all) of the \$[_____] aggregate principal amount of All-Requirements Power Supply Project Refunding Revenue Bonds, Series 2019A (the “Series 2019A Bonds”) and \$[_____] aggregate principal amount of All-Requirements Power Supply Project Refunding Revenue Bonds, Series 2019B (Federally Taxable) (the “Series 2019B Bonds” and, together with the Series 2019A Bonds, the “2019 Bonds”). The 2019 Bonds shall be dated, shall mature on such dates, bear such rates of interest and be subject to redemption, and have such other terms and provisions, all as set forth in the Official Statement of the Agency relating to the 2019 Bonds, dated [_____] , 2019 (the “Official Statement”). The Official Statement shall be substantially in the form of the Preliminary Official Statement (defined below), with only such changes as shall have been accepted by the Representative. The purchase price for the Series 2019A Bonds shall be \$[_____] (representing the aggregate principal amount of the Series 2019A Bonds plus net original issue premium of \$[_____] and less an underwriters’ discount of \$[_____]) and the purchase price for the Series 2019B Bonds shall be \$[_____] (representing the aggregate principal amount of the Series 2019B Bonds less an underwriters’ discount of \$[_____]).

The statements required by Section 218.385, Florida Statutes, are attached hereto as Exhibits B-1, B-2 and C.

The 2019 Bonds shall be as described in, and shall be issued and secured under the provisions of the All-Requirements Power Supply Project Revenue Bond Resolution, adopted on March 22, 1985, as amended and restated in its entirety on May 23, 2003, as amended and supplemented, including as supplemented by the Series 2019A Supplemental All-Requirements Power Supply Project Revenue Bond Resolution (Fixed Rate Bonds) authorizing the Series 2019A Bonds, adopted on [_____] , 2019 and the Series 2019B Supplemental All-Requirements Power Supply Project Revenue Bond Resolution

(Fixed Rate Bonds) authorizing the Series 2019B Bonds, adopted on [____], 2019, and as it may be further supplemented from time to time on or prior to the date hereof, together with such amendments, modifications or supplements which have been approved by the Representative prior to the Closing referred to in Section 5 hereof, are hereinafter collectively called the “Resolution.” The Underwriters agree to make promptly a public offering of the 2019 Bonds at the initial offering price or prices as set forth in the Official Statement. The 2019 Bonds shall initially bear interest as set forth in the Official Statement. The proceeds of the Series 2019A Bonds will be used, together with other available funds of the Agency (if any), to (i) currently refund all of the Agency’s outstanding All-Requirements Power Supply Project Revenue Bonds, Series 2008C, (ii) pay the costs of terminating existing interest rate swap agreements associated with such bonds and (iii) pay the costs of issuance of the Series 2019A Bonds. The proceeds of the Series 2019B Bonds will be used, together with other available funds of the Agency (if any), to (i) currently refund all of the Agency’s outstanding All-Requirements Power Supply Project Revenue Bonds, Series 2013A (Taxable) and (ii) pay the costs of issuance of the Series 2019B Bonds.

2. Delivery of Official Statement and Other Documents. (a) Prior to the date hereof, you have provided to the Underwriters for their review the Preliminary Official Statement dated [____], 2019 (the “Preliminary Official Statement”), in connection with the pricing of the 2019 Bonds. The Underwriters have reviewed the Preliminary Official Statement prior to the execution of this Purchase Contract. The Agency hereby confirms that the Preliminary Official Statement was deemed final as of its date for purposes of Rule 15c2-12 under the Securities Exchange Act of 1934, as amended (“Rule 15c2-12”).

(b) As soon as practicable and in all events within seven business days of the date hereof (but in no event less than two business days prior to the Closing), the Agency will deliver, at its expense to the Representative, sufficient copies of the final Official Statement as may be reasonably requested by the Representative to enable the Underwriters to fulfill their obligations pursuant to the securities laws of Florida and the United States and to comply with the requirements of Rule 15c2-12 and all applicable rules of the Municipal Securities Rulemaking Board (“MSRB”). The Agency agrees to deliver to the Underwriters an electronic copy of the Official Statement in a form that permits the Underwriters to satisfy their obligations under the rules and regulations of the MSRB and the Securities and Exchange Commission.

The Representative agrees to (i) promptly file a copy of the Official Statement with the MSRB and its Electronic Municipal Market Access system (the “Repository”) upon receipt of the final Official Statement by delivering such Official Statement (with any required forms) to the Repository within one (1) business day after receipt of such final Official Statement from the Agency pursuant to MSRB Rule G-32, and (ii) take any and all other actions necessary to comply with applicable Securities and Exchange Commission and MSRB rules governing the offering, sale and delivery of the 2019 Bonds to ultimate purchasers. The Representative shall notify the Agency of the date on which the final Official Statement is filed with the Repository.

The Agency ratifies the use and distribution of the Preliminary Official Statement and authorizes the use of the Official Statement in connection with the public offering and sale of the 2019 Bonds. The Underwriters agree that they will not confirm the sale of any 2019 Bonds unless the confirmation of sale requesting payment is accompanied or preceded by the delivery of a copy of the Official Statement. Unless otherwise notified in writing by the Representative on or prior to the date of Closing, the Agency can assume that the “end of the underwriting period” for the 2019 Bonds for all purposes of Rule 15c2-12 is the date of the Closing. In the event such notice is given in writing by the Representative, the Representative shall notify the Agency in writing following the occurrence of the “end of the underwriting period” for the 2019 Bonds as defined in Rule 15c2-12. The “end of the underwriting

period” for the 2019 Bonds as used in this Purchase Contract shall mean the date of Closing or such later date as to which notice is given by the Representative in accordance with the preceding sentence.

(c) From the date hereof to and including the date which is twenty-five days from the end of the underwriting period, if there shall exist any event which, in the opinion of the Representative or in the opinion of the Agency, requires a supplement or amendment to the Official Statement so that it will not contain any untrue statement of a material fact or omit to state a material fact necessary in order to make the statements therein, in the light of the circumstances under which they were made, not misleading, when it is delivered to a potential investor, the Agency will supplement or amend at its own expense the Official Statement in a form and in a manner approved by the Representative and the Agency. The Agency will promptly notify the Representative of the occurrence of any event of which it has knowledge, which, in its opinion, is an event described in the preceding sentence. The amendments or supplements that may be authorized for use with respect to the 2019 Bonds are hereinafter included within the term “Official Statement.”

(d) The Agency has previously entered into separate All-Requirements Power Supply Contracts, each by and between the Agency and the respective Participants (which are the City of Bushnell, the City of Clewiston, the City of Fort Meade, the Fort Pierce Utilities Authority, the City of Green Cove Springs, the Town of Havana, the City of Jacksonville Beach, the Utility Board of the City of Key West, Florida, Kissimmee Utility Authority, the City of Lake Worth, the City of Leesburg, the City of Newberry, the City of Ocala and the City of Starke, collectively referred to herein as the “Participants”) (the “Power Supply Contracts”). The Power Supply Contracts are also hereinafter collectively referred to as the “Related Documents.”

The Agency hereby authorizes the Underwriters to use the Official Statement, the forms or copies of the Resolution and the Related Documents and the information contained therein in connection with the public offering and sale of the 2019 Bonds.

3. Public Offering; Establishment of Issue Price.

(a) The Underwriters agree to make a bona fide public offering of the Series 2019A Bonds at prices not in excess of the initial offering price or prices (or at yields not lower than the yield or yields) set forth in the Official Statement. The Underwriters reserve the right to change such public offering prices as the Underwriters deem necessary or desirable, in its sole discretion, in connection with the marketing of the Series 2019A Bonds, and may offer and sell the Series 2019A Bonds to certain dealers, unit investment trusts and money market funds, certain of which may be sponsored or managed by one or more of the Underwriters at prices lower than the public offering prices or yields greater than the yields set forth therein.

(b) The Representative, on behalf of the Underwriters, agrees to assist the Agency in establishing the issue price of the Series 2019A Bonds and shall execute and deliver to the Agency at Closing an “issue price” or similar certificate, substantially in the form attached hereto as Exhibit G, together with the supporting pricing wires or equivalent communications, with such modifications as may be deemed appropriate or necessary, in the reasonable judgment of the Representative, the Agency and Bond Counsel, to accurately reflect, as applicable, the sales price or prices or the initial offering price or prices to the public of the Series 2019A Bonds.

(c) The Agency represents that it will treat the first price at which 10% of each maturity of the Series 2019A Bonds (the “10% test”) is sold to the public as the issue price of that maturity (if different interest rates apply within a maturity, each separate CUSIP number within that maturity will be subject to the 10% test). If, as of the date hereof, the 10% test has not been satisfied as to any maturity of the Series

2019A Bonds the Representative confirms that the Underwriters have offered the Series 2019A Bonds to the public on or before the date of this Purchase Contract at the offering price or prices (the “initial offering price”), or at the corresponding yield or yields, set forth in the Official Statement. Schedule I also sets forth, as of the date of this Purchase Contract, the maturities, if any, of the Series 2019A Bonds for which the 10% test has not been satisfied and for which the Agency and the Representative, on behalf of the Underwriters, agree that the restrictions set forth in the next sentence shall apply (the “hold-the-offering-price rule”). So long as the hold-the-offering-price rule remains applicable to any maturity of the Series 2019A Bonds, the Underwriters will neither offer nor sell unsold Series 2019A Bonds of that maturity to any person at a price that is higher than the initial offering price to the public during the period starting on the sale date and ending on the earlier of the following:

- (i) the close of the fifth (5th) business day after the sale date; or
- (ii) the date on which the Underwriters have sold at least 10% of that maturity of the Series 2019A to the public at a price that is no higher than the initial offering price to the public.

The Agency acknowledges that, in making the representation set forth in this subsection, the Representative will rely on (i) the agreement of each Underwriter to comply with the hold-the-offering-price rule, as set forth in an agreement among underwriters and the related pricing wires, (ii) in the event a selling group has been created in connection with the initial sale of the Series 2019A Bonds to the public, the agreement of each dealer who is a member of the selling group to comply with the hold-the-offering-price rule, as set forth in a selling group agreement and the related pricing wires, and (iii) in the event that an Underwriter or selling group member is a party to a retail distribution agreement that was employed in connection with the initial sale of the Series 2019A Bonds to the public, the agreement of each broker-dealer that is a party to such agreement to comply with the hold-the-offering-price rule, as set forth in the retail distribution agreement and the related pricing wires. The Agency further acknowledges that each Underwriter shall be solely liable for its failure to comply with its agreement regarding the hold-the-offering-price rule and that no Underwriter shall be liable for the failure of any other Underwriter, or of any dealer who is a member of a selling group, or of any broker-dealer that is a party to a retail distribution agreement, to comply with its corresponding agreement regarding the hold-the-offering-price rule as applicable to the Series 2019A Bonds.

(d) The Representative confirms that:

- (i) any retail distribution agreement (to which the Representative and any member of a selling group is a party) relating to the initial sale of the Series 2019A Bonds to the public, together with the related pricing wires, contains or will contain language obligating each Underwriter, each dealer who is a member of the selling group, and each broker-dealer that is a party to such retail distribution agreement, as applicable, to (A) report the prices at which it sells to the public the unsold Series 2019A Bonds of each maturity allotted to it until it is notified by the Representative that either the 10% test has been satisfied as to the Series 2019A Bonds of that maturity or all Series 2019A Bonds of that maturity have been sold to the public and (B) comply with the hold-the-offering-price rule, if applicable, in each case if and for so long as directed by the Representative and as set forth in the related pricing wires, and

- (ii) any agreement among underwriters and any selling group agreement relating to the initial sale of the Series 2019A Bonds to the public, together with the related pricing wires, contains or will contain language obligating each Underwriter and any member of a selling group that is a party to a retail distribution agreement to be employed in connection with the initial sale of the Series 2019A Bonds to the public to require each broker-dealer that is a party to such retail distribution agreement to (A) report the prices at which it sells to the public the unsold Series 2019A Bonds of each maturity allotted to it until it is notified by the Representative or the Underwriter that either the 10% test has been satisfied as to the

2019 Bonds of that maturity or all Series 2019A Bonds of that maturity have been sold to the public and (B) comply with the hold-the-offering-price rule, if applicable, in each case if and for so long as directed by the Representative or the Underwriter and as set forth in the related pricing wires.

(e) The Underwriters acknowledge that sales of any Series 2019A Bonds to any person that is a related party to an Underwriter shall not constitute sales to the public for purposes of this section. Further, for purposes of this section:

(i) “public” means any person other than an underwriter or a related party to an underwriter,

(ii) “underwriter” means (A) any person that agrees pursuant to a written contract with the Agency (or with the lead underwriter to form an underwriting syndicate) to participate in the initial sale of the Series 2019A Bonds to the public and (B) any person that agrees pursuant to a written contract directly or indirectly with a person described in clause (A) to participate in the initial sale of the Series 2019A Bonds to the public (including a member of a selling group or a party to a retail distribution agreement participating in the initial sale of the Series 2019A Bonds to the public),

(iii) a purchaser of any of the Series 2019A Bonds is a “related party” to an underwriter if the underwriter and the purchaser have greater than 50% common ownership, directly or indirectly, to (A) more than 50% common ownership of the voting power or the total value of their stock, if both entities are corporations (including direct ownership by one corporation of another), (B) more than 50% common ownership of their capital interests or profits interests, if both entities are partnerships (including direct ownership by one partnership of another), or (C) more than 50% common ownership of the value of the outstanding stock of the corporation or the capital interests or profit interests of the partnership, as applicable, if one entity is a corporation and the other entity is a partnership (including direct ownership of the applicable stock or interests by one entity of the other), and

(iv) “sale date” means the date of execution of this Purchase Contract by all parties.

4. Good Faith Deposit. Delivered to the Agency herewith is a federal funds wire or a check payable to the order of the Agency in the amount of \$[_____] (the “Good Faith Deposit”) as security for the performance by the Underwriters of their obligation to accept and pay for the 2019 Bonds on the date of the Closing in accordance with the provisions hereof. The Agency shall hold such check (if applicable) uncashed until the date of the Closing. In the event of the Underwriters’ compliance with their obligations hereunder, the Good Faith Deposit shall be returned to the Representative on the date of the Closing upon payment to the Agency as provided in Section 1 hereof of the purchase price of the 2019 Bonds. In the event the Agency does not accept this offer, or upon the failure of the Agency to deliver the 2019 Bonds on the date of the Closing, or if the Agency shall be unable to satisfy the conditions to the obligations of the Underwriters contained in this Purchase Contract, or if such obligations of the Underwriters shall be terminated for any reason permitted by this Purchase Contract except for the reasons set forth in Section 10 hereof, the Good Faith Deposit shall immediately be returned to the Representative. If the Underwriters fail (other than for a reason permitted hereunder) to accept and pay for the 2019 Bonds upon tender thereof by the Agency on the date of the Closing as herein provided, the Good Faith Deposit shall be retained by the Agency as and for full and agreed upon liquidated damages, and not as a penalty, to the Agency for such failure, and the retention of the Good Faith Deposit shall constitute a full release and discharge of all claims and damages for such failure and of any and all defaults hereunder on the part of the Underwriters.

5. Agency Representations, Warranties, Covenants and Agreements. The Agency represents and warrants to and covenants and agrees with the Underwriters that, as of the date hereof and as of the date of the Closing:

(a) The Agency has been duly and validly created under and pursuant to Chapter 361, Part II, Florida Statutes and Chapter 163, Part I, Florida Statutes, (collectively, the “Act”) and the Interlocal Agreement Creating the Florida Municipal Power Agency, as amended and supplemented (the “Interlocal Agreement”) and is a duly and validly existing governmental legal entity under the laws of the State of Florida, and has full legal right, power and authority to acquire, construct, operate, maintain, improve, finance and refinance the All-Requirements Power Supply Project (as defined in the Resolution) as contemplated by the Related Documents and the Official Statement.

(b) The Agency has, or had on the date of execution, full legal right, power and authority to enter into this Purchase Contract and the Continuing Disclosure Agreement, dated the date of Closing, substantially in the form attached hereto as Exhibit H (the “Continuing Disclosure Undertaking”) to assist the Underwriters in complying with the U.S. Securities and Exchange Commission Rule 15c2-12(b)(5), to adopt the Resolution and to issue, sell and deliver the 2019 Bonds to the Underwriters as provided herein; by official action of the Agency taken prior to or concurrently with the acceptance hereof, the Agency has duly enacted the Resolution in accordance with the Act, Chapter 166, Part II, Florida Statutes, as amended, and the Interlocal Agreement; the Resolution is in full force and has not been amended, modified or rescinded; the Agency has duly authorized and approved the execution and delivery of, and the performance by the Agency of its obligations contained in the Continuing Disclosure Undertaking and this Purchase Contract; and the Agency has duly authorized and approved the performance by the Agency of its obligations contained in the Resolution and the consummation by it of all other transactions contemplated by the Related Documents, the Resolution, the Official Statement and this Purchase Contract to have been performed or consummated in connection with the Closing at or prior to the date of Closing, and the Agency is in compliance with the provisions of the Resolution.

(c) The Agency had at their respective dates of execution and has full legal right, power and authority to enter into the Related Documents. By appropriate official action, the Agency has duly authorized and approved the execution and delivery of and the performance by the Agency of its obligations under the Related Documents. The Related Documents are or will at the Closing be in full force and effect and have not been amended, modified or rescinded since their respective dates of execution except as provided by amendments, copies of which shall have been furnished to the Representative on or before the date hereof. The Related Documents constitute or will at the Closing constitute valid and legally binding agreements of the Agency enforceable against the Agency in accordance with their terms; provided, however, that the enforceability thereof may be subject to judicial discretion, the valid exercise of the sovereign police powers of the State of Florida and of the constitutional powers of the United States and valid bankruptcy, insolvency, reorganization, moratorium and other laws affecting creditors’ rights.

(d) Except as disclosed by the Preliminary Official Statement and the Official Statement, the Agency is not in breach of or default under any applicable constitutional provision, law or administrative regulation of the State of Florida or the United States, or any agency or department of either, or the Interlocal Agreement, or the bylaws of the Agency, or any applicable judgment or decree or any loan agreement, indenture, bond, note, resolution, agreement or other instrument to which the Agency is a party or to which the Agency or any of its properties or other assets is otherwise subject, and no event has occurred and is continuing which, with the passage of time or the giving of notice, or both, would constitute a default or event of default under any such instrument, in any such case to the extent that the same would have a material and adverse effect upon the business or properties or financial condition of the Agency; to the best knowledge of the Agency there is no default by any party to the Related

Documents and no legal impediment to the performance thereof by any party thereto; and the execution and delivery of the 2019 Bonds, this Purchase Contract, the Continuing Disclosure Undertaking, and the Related Documents and the adoption of the Resolution, and compliance with the provisions on the Agency's part contained therein, will not conflict with or constitute a breach of or default under the Act, the Interlocal Agreement or the by-laws of the Agency or under any constitutional provision, law, administrative regulation, judgment, decree, loan agreement, indenture, bond, note, resolution, agreement or other instrument to which the Agency is a party or to which the Agency or any of its properties or other assets is otherwise subject, nor will any such execution, delivery, adoption or compliance result in the creation or imposition of any lien, charge or other security interest or encumbrance of any nature whatsoever upon any of the properties or the assets of the Agency under the terms of any such law, regulation or instrument, except as provided or permitted by the 2019 Bonds, the Resolution, the Continuing Disclosure Undertaking and the Related Documents. The Agency has not been in default in the payment of either principal or interest on any of its obligations issued by it since its inception in 1978. The foregoing representation and warranty is given and made by the Agency in contemplation of Section 517.051(l), Florida Statutes.

(e) All approvals, consents and orders of any governmental authority, legislative body, board, agency or commission having jurisdiction which would constitute a condition precedent to or the absence of which would materially adversely affect the due performance by the Agency of its obligations under this Purchase Contract, the Resolution, the Continuing Disclosure Undertaking, the Related Documents and the 2019 Bonds have been, or prior to the Closing will have been, duly obtained, except for (i) such approvals, consents and orders as may be required under the Blue Sky or securities laws of any state in connection with the offering and sale of the 2019 Bonds or (ii) such approvals, consents and orders described in the Official Statement as not having been obtained or (iii) not of material significance to the All-Requirements Power Supply Project or customarily granted in due course after application therefor and expected to be obtained without material difficulty or delay.

(f) Under the laws of the State of Florida, the authority of the Agency and each of the Participants to determine, fix, impose and collect rates and charges for electric power and energy sold and delivered is not subject to the regulatory jurisdiction of the Florida Public Service Commission, and there is no other regional or State governmental regulatory authority with the authority to limit or restrict such rates and charges, in each case except as described in the Preliminary Official Statement and the Official Statement (including, but not limited to, "STATE REGULATORY OVERSIGHT").

(g) The 2019 Bonds, when issued, authenticated and delivered in accordance with the Resolution and sold to the Underwriters as provided herein and in accordance with the provisions of the Resolution, will be valid and legally enforceable obligations of the Agency in accordance with their terms and the terms of the Resolution, and will be direct and special obligations of the Agency payable solely from and secured solely by a pledge and assignment of (a) with respect to the Series 2019A Bonds, the proceeds of the sale of the Series 2019A Bonds, and with respect to the Series 2019B Bonds, the proceeds of the sale of the Series 2019B Bonds, (b) all right, title and interest of the Agency in, to and under the Power Supply Contracts, (c) the Revenues (as defined in the Resolution), and (d) all funds established by the Resolution (other than the Decommissioning Fund, if established) including investment income, if any, thereon, subject only to the provisions of the Resolution permitting the application thereof for the purposes and on the terms and conditions set forth in the Resolution.

(h) The Preliminary Official Statement was, as of its date, and the Official Statement, as of the date hereof, is and at all times subsequent hereto up to and including the date of the Closing will be, true and correct in all material respects and does not contain any untrue statement of a material fact or omit to state a material fact which is necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading. In addition, any amendments or supplements to the Official

Statement prepared and furnished by the Agency pursuant hereto, at the time of each amendment or supplement thereto and (unless subsequently again supplemented or amended) at all times subsequent thereto up to and including the time of Closing, will be true and correct in all material respects and will not contain any untrue statement of a material fact or omit to state any material fact necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading.

(i) The 2019 Bonds, the Resolution, the Continuing Disclosure Undertaking and the Related Documents conform in all material respects to the descriptions thereof contained in the Official Statement as it is delivered in final form.

(j) Except as disclosed in the Preliminary Official Statement and the Official Statement, since the date of the Agency's last audited financial statements, the Agency has not or will not have incurred any material liabilities direct or contingent, or entered into any material transaction related to the All-Requirements Power Supply Project, in each case other than in the ordinary course of its business, and there has not or shall not have been any material adverse change in the condition, financial or physical, of the Agency or its properties or other assets related to the All-Requirements Power Supply Project.

(k) Except as disclosed in the Preliminary Official Statement and the Official Statement, there is no action, suit, proceeding, inquiry or investigation, at law or in equity before or by any court, government agency or public board or body, pending or, to the best knowledge of the Agency, threatened, which may affect the corporate existence of the Agency or the titles of its officers to their respective offices, or which may affect or which seeks to prohibit, restrain or enjoin the sale, issuance or delivery of the 2019 Bonds or the collection of the amounts pledged or to be pledged to pay the principal of and interest on the 2019 Bonds, or which in any way contests or affects the validity or enforceability of the 2019 Bonds, the Resolution, this Purchase Contract, the Related Documents, the Continuing Disclosure Undertaking or any of them, or which may result in any material adverse change in the business, properties, other assets or financial condition of the Agency, or which contests in any way the completeness or accuracy of the Official Statement or which contests the power of the Agency or any authority or proceedings for the issuance, sale or delivery of this Purchase Contract, the Related Documents, the Continuing Disclosure Undertaking, or any of them, nor, to the best knowledge of the Agency, is there any basis therefor, wherein an unfavorable decision, ruling or finding would materially adversely affect the validity or enforceability of the 2019 Bonds, the Resolution, the Related Documents, the Continuing Disclosure Undertaking or this Purchase Contract.

(l) The Agency will furnish such information, execute such instruments and take such other action not inconsistent with law in cooperation with the Representative as the Representative may reasonably request in order to qualify the 2019 Bonds for offer and sale under the Blue Sky or securities laws and regulations of the states and other jurisdictions of the United States as the Representative may designate provided that the Agency shall not be obligated to take any action that would subject it to the general service of process in any state where it is not now so subject.

(m) The Agency will advise the Representative promptly of any proposal to amend or supplement the Official Statement and will not effect any such amendment or supplement without the consent of the Representative. The Agency will advise the Representative promptly of the institution of any proceedings known to it by any governmental agency prohibiting or otherwise affecting the use of the Official Statement in connection with the offering, sale or distribution of the 2019 Bonds.

(n) Except as disclosed in the Preliminary Official Statement and the Official Statement, the Agency has not failed during the previous five years to comply in all material respects with any previous undertakings in a written continuing disclosure contract or agreement under Rule 15c2-12.

6. The Closing. At noon, New York time, on [____], 2019, or at such earlier or later time or date to which the Agency and the Representative may mutually agree, the Agency will, subject to the terms and conditions hereof, deliver the 2019 Bonds to the Underwriters in full book-entry form, duly executed, together with the other documents hereinafter mentioned, and, subject to the terms and conditions hereof, the Underwriters will accept such delivery and pay the aggregate purchase price of the 2019 Bonds in Federal Funds to the Agency (such delivery of and payment for the 2019 Bonds is herein called the “Closing”). The Agency shall cause CUSIP identification numbers to be printed on the 2019 Bonds, but neither the failure to print such number on any 2019 Bond nor any error with respect thereto shall constitute cause for a failure or refusal by the Underwriters to accept delivery of and pay for the 2019 Bonds in accordance with the terms of this Purchase Contract. The Closing shall occur at the offices of the Agency, or such other place to which the Agency and the Representative shall have mutually agreed. The 2019 Bonds shall be prepared and delivered as fully registered bonds in such authorized denominations and registered in full book-entry form in the name of Cede & Co., as nominee of The Depository Trust Company, New York, New York (“DTC”) and shall be made available to the Representative during the business day prior to the Closing for purposes of inspection. Simultaneously with the delivery of the 2019 Bonds, the Representative shall cause the 2019 Bonds to be delivered to DTC or its designee.

7. Closing Conditions. The Underwriters have entered into this Purchase Contract in reliance upon the representations, warranties, covenants and agreements of the Agency contained herein and in reliance upon the representations, warranties, covenants and agreements to be contained in the documents and instruments to be delivered at the Closing and upon the performance by the Agency of its obligations hereunder, both as of the date hereof and as of the date of the Closing. Accordingly, the Underwriters’ obligations under this Purchase Contract to purchase, to accept delivery of and to pay for the 2019 Bonds shall be conditioned upon the performance by the Agency of its obligations to be performed hereunder and under such documents and instruments at or prior to the Closing, and shall also be subject to the following additional conditions:

(a) The representations, warranties, covenants and agreements of the Agency contained herein shall be true, complete and correct on the date hereof and on and as of the date of the Closing, as if made on the date of the Closing;

(b) At the time of Closing, the Resolution, the Continuing Disclosure Undertaking and the Related Documents shall be in full force and effect and the Resolution and the Related Documents shall not have been amended, modified or supplemented since the date hereof and the form of the Continuing Disclosure Undertaking shall not have been amended, modified or supplemented since the date hereof except if approved by the Representative, and the Official Statement as delivered to the Representative shall not have been supplemented or amended, except in any such case as may have been approved by the Representative;

(c) At the time of the Closing, all official action of the Agency relating to this Purchase Contract, the 2019 Bonds, the Resolution, the Continuing Disclosure Undertaking and the Related Documents taken as of the date hereof shall be in full force and effect and shall not have been amended, modified or supplemented, except for amendments, modifications or supplements which have been approved by the Representative prior to the Closing;

(d) At the time of the Closing, except as contemplated by the Official Statement, there shall have been no material adverse change or any development involving a prospective material adverse change in the status of operation and required permits and approvals for All-Requirements Power Supply Project in the condition, financial or otherwise, or in the revenue or operations of the All-Requirements Power Supply Project as described in the Official Statement;

(e) At or prior to the Closing, the Representative shall have received copies of each of the following documents:

(1) The Official Statement and each supplement or amendment, if any, thereto executed on behalf of the Agency by an Authorized Officer of the Agency;

(2) The Continuing Disclosure Agreement and each supplement or amendment, if any, thereto executed on behalf of the Agency by an Authorized Officer of the Agency;

(3) An opinion, dated the date of the Closing and addressed to the Agency, of Nixon Peabody LLP, New York, New York, Bond Counsel to the Agency, in substantially the form attached as Appendix E to the Official Statement, accompanied by a letter authorizing the Underwriters to rely thereon as though such opinion were addressed to the Underwriters;

(4) An opinion, dated the date of the Closing and addressed to the Underwriters, of Nixon Peabody LLP, New York, New York, Bond Counsel to the Agency, in substantially the form attached hereto as Exhibit D;

(5) An opinion, dated the date of the Closing and addressed to the Underwriters, of Jody L. Finklea, Esquire, General Counsel and Chief Legal Officer of the Agency, in substantially the form attached hereto as Exhibit E;

(6) An opinion of Orrick, Herrington & Sutcliffe LLP, dated the date of the Closing, addressed to the Underwriters in a form reasonably acceptable to the Underwriters;

(7) An opinion of counsel to the Trustee, dated the date of the Closing, in a form reasonably acceptable to the Agency and Underwriters;

(8) The Blue Sky Memorandum;

(9) Federal Tax Regulatory Certificate with Form 8038 in connection with the Series 2019A Bonds;

(10) A certificate, dated the date of the Closing, signed by the Chairperson of the Executive Committee and the General Manager and Chief Executive Officer of the Agency or other authorized officer of the Agency in substantially the form attached hereto as Exhibit F (but in lieu of or in conjunction with such certificate the Representative may, in its sole discretion, accept certificates or opinions of Nixon Peabody LLP, New York, New York, Bond Counsel to the Agency, Jody L. Finklea, Esquire, General Counsel and Chief Legal Officer of the Agency, or of other counsel acceptable to the Representative, that in the opinion of such counsel the issues raised in any pending or threatened litigation referred to in such certificate are without substance or that the contentions of all plaintiffs therein are without merit);

(11) Certified copies of the proceedings of the Executive Committee of the Agency authorizing and approving the Supplemental Resolutions for the Series 2019A Bonds and the Series 2019B Bonds;

(12) A transcript of all proceedings relating to the authorization and issuance of the 2019 Bonds certified by the Secretary of the Agency;

(13) Evidence of an “[A+]” rating from Fitch Ratings (“Fitch”) and an “[A2]” rating from Moody’s Investors Service, Inc. (“Moody’s”) on the 2019 Bonds or such other ratings to which the Representative may agree; and

(14) Such additional legal opinions, certificates, instruments and other documents as the Representative may reasonably request to evidence the truth and accuracy, as of the date hereof and as of the date of the Closing, of the representations, warranties, covenants and agreements of the Agency contained herein and the truth, accuracy and completeness of the statements and information contained in the Official Statement and the due performance or satisfaction by the Agency on or prior to the date of the Closing of all agreements then to be performed and conditions then to be satisfied by it.

All of the evidence, opinions, letters, certificates, instruments and other documents mentioned above or elsewhere in this Purchase Contract shall be deemed to be in compliance with the provisions hereof if, but only if, they are in form and substance satisfactory to the Representative with such exceptions and modifications as shall be approved by the Representative and as shall not in the opinion of the Representative materially impair the investment quality of the 2019 Bonds. The opinions and certificates referred to in clauses (4), (5) and (10) of such subparagraph (e) shall be deemed satisfactory provided they are substantially in the forms attached as exhibits to this Purchase Contract.

If the Agency shall be unable to satisfy the conditions to the obligations of the Underwriters to purchase, to accept delivery of and to pay for the 2019 Bonds contained in this Purchase Contract, or if the obligations of the Underwriters to purchase, to accept delivery of and to pay for the 2019 Bonds shall be terminated for any reason permitted by this Purchase Contract, this Purchase Contract shall terminate and neither the Underwriters nor the Agency shall be under any further obligation hereunder, the respective obligations of the Agency and the Underwriters set forth in Paragraph 8 hereof shall continue in full force and effect.

8. Termination. The Underwriters may terminate this Purchase Contract by notice to the Agency in the event that between the date hereof and the Closing:

(a) legislation shall be introduced in or enacted by the Congress of the United States or adopted by either House thereof, or a decision by a federal court (including the Tax Court of the United States), or a ruling, regulation (proposed, temporary or final) or official statement by or on behalf of the Treasury Department of the United States, the Internal Revenue Service or other federal agency shall be made, with respect to taxation upon revenues or other income of the general character expected to be derived by the Agency or upon interest received on bonds of the general character of the Series 2019A Bonds, or which would have the effect of changing directly or indirectly the federal income tax consequences of interest on bonds of the general character of the Series 2019A Bonds in the hands of the holders thereof, which legislation, ruling, regulation or official statement would, in the reasonable judgment of the Representative, materially adversely affect the market price of the Series 2019A Bonds;

(b) there shall occur any event or circumstance occurs or information becomes known, which, in the reasonable judgment of the Representative, either (i) makes untrue any statement of a material fact set forth in the Preliminary Official Statement and the final Official Statement (other than any statement or information relating to the Underwriters) or results in an omission to state a material fact necessary to make the statements made therein, in the light of the circumstances under which they were made, not

misleading or (ii) the Agency refuses to permit the Preliminary Official Statement or the final Official Statement to be supplemented to correct or supply such statement or information, or the effect of the Preliminary Official Statement or the final Official Statement as so corrected or supplemented is, in the reasonable judgment of the Representative, to materially adversely affect the market for the 2019 Bonds or the sale, at the contemplated offering price or prices (or yield or yields), by the Underwriters of the 2019 Bonds;

(c) there shall occur any outbreak of hostilities or any national or international calamity or crisis or a financial crisis, or an escalation of any such hostilities, calamity or crisis, the effect of which on the financial markets of the United States is, in the reasonable judgment of the Representative, to materially adversely affect the market for the 2019 Bonds or the sale, at the contemplated offering price or prices (or yield or yields), by the Underwriters of the 2019 Bonds;

(d) a general suspension of trading on the New York Stock Exchange shall have occurred and be in force or minimum or maximum prices for trading shall have been fixed and be in force or maximum ranges for prices for securities shall have been required and be in force on the New York Stock Exchange, whether by virtue of a determination by such Exchange or by order of the Securities and Exchange Commission or any other governmental authority the effect of which on the financial markets of the United States is, in the reasonable judgment of the Representative, to materially adversely affect the market for the 2019 Bonds or the sale, at the contemplated offering price or prices (or yield or yields), by the Underwriters of the 2019 Bonds;

(e) a general banking moratorium shall have been declared by either federal, New York or Florida authorities and be in force, the effect of which on the financial markets of the United States is, in the reasonable judgment of the Representative, to materially adversely affect the market for the 2019 Bonds or the sale, at the contemplated offering price or prices (or yield or yields), by the Underwriters of the 2019 Bonds;

(f) a material disruption in commercial banking or securities settlement, payment or clearance services in the United States shall have occurred;

(g) legislation shall have been enacted, a decision of any federal or Florida court shall have been made, or a ruling or regulation (proposed, temporary or final) of the Securities and Exchange Commission or other governmental agency shall have been made or issued that, in the opinion of the Representative and its counsel, has the effect of requiring the contemplated distribution of the 2019 Bonds to be registered under the Securities Act of 1933, as amended, or the Indenture to be qualified under the Trust Indenture Act of 1939, as amended; or

(h) the purchase of and payment for the 2019 Bonds by the Underwriters, or the resale of the 2019 Bonds by the Underwriters, on the terms and conditions herein provided shall be prohibited by any applicable law, governmental regulation or order of any court, governmental authority, board, agency or commission.

9. Expenses. The Underwriters shall be under no obligation to pay, and the Agency shall pay, any expenses incident to the performance of the obligations of the Agency hereunder including, but not limited to: (a) the cost of preparation, printing or other reproduction of the Resolution and Related Documents; (b) the cost of preparation and printing of the 2019 Bonds; (c) the fees and disbursements of Bond Counsel and the General Counsel to the Agency; (d) the fees and disbursements of the financial advisor to the Agency; (e) the fees and disbursements of any experts, consultants or advisors retained by the Agency; (f) fees for bond ratings; (g) the fees and expenses of the Registrar, the Paying Agent, the Trustee and of their respective counsel; and (h) the costs of preparing, printing and delivering the

Preliminary Official Statement, Official Statement and any supplements or amendments to either of them; however, the Agency shall have no obligation to pay any fees, costs or other amounts relating to any supplements or amendments to the Official Statement to the extent such amendment or supplement is prepared after the period described in paragraph 2(c) hereof (provided that for purposes of this paragraph the end of the underwriting period shall be deemed to be the date of the Closing).

The Underwriters shall pay (which may be included as an expense component of the Underwriter's discount): (a) the cost of all "blue sky" and legal investment memoranda; (b) all advertising expenses; and (c) all other expenses incurred by them or any of them in connection with the public offering of the 2019 Bonds, including the fees of Underwriters' counsel. In the event that either party shall have paid obligations of the other as set forth in this Section 9, adjustment shall be made at the time of the Closing.

10. Termination by the Agency. In the absence of a termination of this Agreement by the Underwriters as permitted by Section 8 hereof, this Purchase Contract may be terminated in writing by the Agency in the event that the Underwriters shall fail to accept delivery and pay the purchase price of the 2019 Bonds at the Closing upon (i) tender thereof to or on behalf of the Underwriters by the Agency and (ii) delivery to the Underwriters of all of the documents to be delivered at Closing, all as provided in Section 7(e) hereof, and in such event the Agency shall retain the Good Faith Deposit as provided in Section 4 hereof.

11. Notices. Any notice or other communication to be given to the Agency under this Purchase Contract may be given by delivering the same in writing at its address set forth above, and any notice or other communication to be given to the Underwriters may be given by delivering the same in writing to Barclays Capital Inc. 745 Seventh Avenue, 19th Floor, New York, New York 10019; Attention: Brian Middlebrook.

12. Parties in Interest. This Purchase Contract is made solely for the benefit of the Agency and the Underwriters (including the successors or assignees of the Agency or the Underwriters) and no other party or person shall acquire or have any right hereunder or by virtue hereof. All representations, warranties, covenants and agreements in this Purchase Contract shall remain operative and in full force and effect, regardless of: (i) any investigations made by or on behalf of any of the Underwriters; (ii) the delivery of and payment for the 2019 Bonds pursuant to this Purchase Contract; or (iii) any termination of this Purchase Contract but only to the extent provided by the last paragraph of Section 6 hereof.

13. Waiver. Notwithstanding any provision herein to the contrary, the performance of any and all obligations of the Agency hereunder and the performance of any and all conditions contained herein for the benefit of the Underwriters may be waived by the Representative, in its sole discretion, and the approval of the Underwriters when required hereunder or the determination of their satisfaction as to any document referred to herein shall be in writing, signed by appropriate officer or officers of the Representative and delivered to you.

14. Effectiveness. This Purchase Contract shall become effective upon the execution of the acceptance hereof by the Chairperson or Vice Chairperson of the Executive Committee or the General Manager and the Chief Executive Officer of the Agency or the Chief Financial Officer (and attestation of such execution by the Secretary, Assistant Secretary or Treasurer or of the Agency) and shall be valid and enforceable at the time of such acceptance.

15. Counterparts. This Purchase Contract may be executed in several counterparts, each of which shall be regarded as an original and all of which shall constitute one and the same document.

16. Headings. The headings of the sections of this Purchase Contract are inserted for convenience only and shall not be deemed to be a part hereof.

17. Florida Law Governs. The validity, interpretation and performance of this Purchase Contract shall be governed by the laws of the State of Florida.

18. No Advisory or Fiduciary Role. The Agency acknowledges and agrees that (i) the primary role of the Underwriters, as underwriters, is for the purchase and sale of the 2019 Bonds pursuant to this Purchase Contract is an arm's-length commercial transaction between the Agency and the Underwriters, (ii) in connection with such transaction, each Underwriter is acting solely as a principal and not as an agent or a fiduciary of the Agency, (iii) the Underwriters have not assumed any advisory or fiduciary responsibility in favor of the Agency with respect to the offering of the 2019 Bonds or the process leading thereto (whether or not the Underwriters have advised or are currently advising the Agency on other matters) or any other obligation to the Agency except the obligations expressly set forth in this Purchase Contract, (iv) the Underwriters have financial interests that differ from those of the Agency and are not acting as municipal advisors (as defined in Section 15B of the Securities Exchange Act of 1934, as amended) or financial advisors and (v) the Agency has consulted with its own municipal, accounting, tax, legal and financial advisors to the extent it deemed it appropriate in connection with the offering of the 2019 Bonds.

19. Entire Agreement. This Purchase Contract when accepted by you in writing as heretofore specified shall constitute the entire agreement between us and is made solely for the benefit of the Agency and the Underwriters.

Very truly yours,

BARCLAYS CAPITAL INC., as Representative

By: _____
Name:
Title:

Accepted by:
FLORIDA MUNICIPAL POWER AGENCY

By: _____
Chairperson of the Executive Committee

By: _____
Chief Financial Officer

(SEAL)

ATTEST:

Assistant Secretary

SCHEDULE I

Maturities of 2019 Bonds
Less Than 10% of Which Were Sold to the Public

EXHIBIT A

OFFICIAL STATEMENT OF THE AGENCY

EXHIBIT B-1

\$[_____]
FLORIDA MUNICIPAL POWER AGENCY
ALL-REQUIREMENTS POWER SUPPLY PROJECT
REFUNDING REVENUE BONDS,
\$[_____] SERIES 2019A AND
\$[_____] SERIES 2019B (FEDERALLY TAXABLE)

DISCLOSURE STATEMENT

[Purchase Contract Date], 2019

Florida Municipal Power Agency
8553 Commodity Circle
Orlando, Florida 32819

Ladies and Gentlemen:

In connection with the proposed issuance by the Florida Municipal Power Agency (the “Agency”) of \$[_____] principal amount of Refunding Revenue Bonds, Series 2019A (the “Series 2019A Bonds”) and \$[_____] principal amount of Refunding Revenue Bonds, Series 2019B (Federally Taxable) (the “Series 2019B Bonds” and, together with the Series 2019A Bonds, the “2019 Bonds”), Barclays Capital Inc. and BofA Securities, Inc. (the “Underwriters”) have agreed to underwrite a public offering of the Bonds. Arrangement for underwriting the Bonds will include a Purchase Contract between the Agency and the Underwriters.

The purpose of this letter is to furnish, pursuant to the provisions of Section 218.385(6), Florida Statutes, as amended, certain information in respect to the arrangement contemplated for the underwriting of the 2019 Bonds as follows:

(a) The nature and estimated amount of expenses to be incurred by the Underwriters and paid by the Underwriters in connection with the purchase and offering of the 2019 Bonds are set forth on Schedule I attached hereto.

(b) No person has entered into an understanding with any Underwriter, or to the knowledge of the Underwriters, with the Agency for any paid or promised compensation or valuable consideration, directly or indirectly, expressly or implied, to act solely as an intermediary between the Agency and the Underwriters for the purpose of influencing any transaction in the purchase of the 2019 Bonds.

(c) The amount of underwriting spread, including the management fee (if any), expected to be realized is as follows:

| | Per \$1,000 Series 2019A Bond | Per \$1,000 Series 2019B Bond |
|---------------------------|-------------------------------------|-------------------------------------|
| Average Takedown | | |
| Underwriter's Expenses | | |
| Total Underwriting Spread | | |

(d) No other fee, bonus or other compensation is estimated to be paid by the Underwriters in connection with the issuance of the 2019 Bonds to any person not regularly employed or retained by the Underwriters (including any "finder", as defined in Section 218.386 (1) (a), Florida Statutes, as amended), except as specifically enumerated as expenses to be incurred and paid by the Underwriters, as set forth in Schedule I attached hereto.

(e) The names and addresses of the Underwriters are set forth below:

Barclays Capital Inc.
745 Seventh Avenue, 17th Floor
New York, New York 10019

BofA Securities, Inc.
One Bryant Park, 12th Floor
New York, New York 10036

We understand that you do not require any further disclosure from the Underwriters, pursuant to Section 218.385(6), Florida Statutes, as amended.

Very truly yours,

Barclays Capital Inc., as Representative

By: _____
Name:
Title:

SCHEDULE I

ESTIMATED UNDERWRITER'S FEE AND EXPENSES

SERIES 2019A BONDS

| <u>UNDERWRITER'S DISCOUNT</u> | <u>Per \$1,000 Bond</u> | <u>Dollar Amount</u> |
|-------------------------------|-------------------------|----------------------|
| Average Takedown | | |
| Underwriter's Expenses | _____ | _____ |
| Total Underwriting Spread | ===== | ===== |

DETAILED EXPENSE BREAKDOWN

| | |
|--|-------|
| [Underwriters' Counsel | |
| i-Deal (Bookrunning, Wire Services, EOE) | |
| Out of Pocket | |
| DTC | |
| CUSIP] | _____ |
| Total Underwriting Expenses | ===== |

SERIES 2019B BONDS

| <u>UNDERWRITER'S DISCOUNT</u> | <u>Per \$1,000 Bond</u> | <u>Dollar Amount</u> |
|-------------------------------|-------------------------|----------------------|
| Average Takedown | | |
| Underwriter's Expenses | _____ | _____ |
| Total Underwriting Spread | ===== | ===== |

DETAILED EXPENSE BREAKDOWN

| | |
|--|-------|
| [Underwriters' Counsel | |
| i-Deal (Bookrunning, Wire Services, EOE) | |
| Out of Pocket | |
| DTC | |
| CUSIP] | _____ |
| Total Underwriting Expenses | ===== |

EXHIBIT B-2

\$[_____]
FLORIDA MUNICIPAL POWER AGENCY
ALL-REQUIREMENTS POWER SUPPLY PROJECT
REFUNDING REVENUE BONDS,
\$[_____] SERIES 2019A AND
\$[_____] SERIES 2019B (FEDERALLY TAXABLE)
DISCLOSURE STATEMENT OF FINANCIAL ADVISOR

[Purchase Contract Date], 2019

Florida Municipal Power Agency
8553 Commodity Circle
Orlando, Florida 32819

Ladies and Gentlemen:

In connection with our serving as Financial Advisor to the Florida Municipal Power Agency (the “Agency”) in connection with the sale by the Agency of its bonds referred to above, we have not paid any fee, bonus or gratuity to any person not regularly employed or engaged by us.

DUNLAP & ASSOCIATES, INC.

By: _____

TRUTH-IN-BONDING STATEMENT

Florida Municipal Power Agency
8553 Commodity Circle
Orlando, Florida 32819

Re: \$[_____]
FLORIDA MUNICIPAL POWER AGENCY
ALL-REQUIREMENTS POWER SUPPLY PROJECT
REFUNDING REVENUE BONDS,
\$[_____] SERIES 2019A AND
\$[_____] SERIES 2019B (FEDERALLY TAXABLE)

[Purchase Contract Date], 2019

Ladies and Gentlemen:

In connection with the proposed issuance by the Florida Municipal Power Agency (the "Agency") of the All-Requirements Power Supply Project Refunding Revenue Bonds, Series 2019A (the "Series 2019A Bonds") and All-Requirements Power Supply Project Refunding Revenue Bonds, Series 2019B (Federally Taxable) (the "Series 2019B Bonds and, together with the Series 2019A Bonds, the "Bonds") referred to above, Barclays Capital Inc. and BofA Securities, Inc. (the "Underwriters") have agreed to underwrite a public offering of the Bonds. Arrangements for underwriting the Bonds will include a Purchase Contract between the Agency and the Underwriters.

The purpose of this letter is to furnish, pursuant to the provisions of Section 218.385(2) and (3), Florida Statutes, as amended, the truth-in-bonding statement required thereby, as follows:

(a) (i) The Agency is proposing to issue \$[_____] of its limited obligations for the principal purposes of (i) providing funds to currently refund all of the Agency's outstanding All-Requirements Power Supply Project Revenue Bonds, Series 2008C, (ii) paying any costs of terminating existing interest rate swap agreements associated therewith and (iii) paying certain expenses related to the issuance and sale of the Bonds. The final maturity of the Series 2019A Bonds is [_____] and the average life of the Series 2019A Bonds is [_____] years. The Series 2019A Bonds have a true interest cost of [_____] %.

(ii) The sources of repayment for the Series 2019A Bonds are (i) the proceeds of the sale of the Series 2019A Bonds pending application thereof, (ii) all right, title and interest of the Agency in, to and under the Power Supply Contracts, (iii) the Revenues (as defined in the Resolution), and (iv) all Funds (except as otherwise specifically provided in the Resolution) established by the Resolution, including the investment income, if any, thereof, subject only to the provisions of the Resolution permitting the application thereof for the purpose and on the terms and conditions set forth in the Resolution. Authorizing this obligation will result in approximately \$[_____] , plus interest of \$[_____] , of the above sources of repayment not being available to finance the other services of the Agency over the life of the Bonds.

(b) (i) The Agency is proposing to issue \$[_____] of its limited obligations for the principal purposes of (i) providing funds to currently refund all of the Agency's outstanding All-Requirements Power Supply Project Revenue Bonds, Series 2013A (Taxable) and (ii) paying certain expenses related to the issuance and sale of the Bonds. The final maturity of the Series 2019B Bonds is [_____] and the average life of the Series 2019B Bonds is [_____] years. The Series 2019B Bonds have a true interest cost of [_____] %.

(ii) The sources of repayment for the Series 2019B Bonds are (i) the proceeds of the sale of the Series 2019B Bonds pending application thereof, (ii) all right, title and interest of the Agency in, to and under the Power Supply Contracts, (iii) the Revenues (as defined in the Resolution), and (iv) all Funds (except as otherwise specifically provided in the Resolution) established by the Resolution, including the investment income, if any, thereof, subject only to the provisions of the Resolution permitting the application thereof for the purpose and on the terms and conditions set forth in the Resolution. Authorizing this obligation will result in approximately \$[_____] , plus interest of \$[_____] , of the above sources of repayment not being available to finance the other services of the Agency over the life of the Bonds.

The foregoing is provided for informational purposes only and shall not affect or control the actual terms and conditions of the Bonds.

Yours very truly,

Barclays Capital Inc., as Representative

By: _____
Name:
Title:

OPINION OF BOND COUNSEL

(Date of Closing)

Florida Municipal Power Agency
8553 Commodity Circle
Orlando, Florida 32819

Barclays Capital Inc.
as Representative of the Underwriters named in
the Purchase Contract dated [____], 2019
with the Florida Municipal Power Agency

Gentlemen:

We have served as Bond Counsel to Florida Municipal Power Agency in connection with the issuance and sale of its \$[____] All-Requirements Power Supply Project Refunding Revenue Bonds, Series 2019A (the “Series 2019A Bonds”) and \$[____] All-Requirements Power Supply Project Refunding Revenue Bonds, Series 2019B (Federally Taxable) (the “Series 2019B Bonds” and, together with the Series 2019A Bonds, the “2019 Bonds”), to the Underwriters named in the Purchase Contract referred to herein. Terms used herein which are defined in said Purchase Contract shall have the meanings specified therein.

We have examined, among other things, the Act, Chapter 166, Part II, Florida Statutes, the Interlocal Agreement, the Resolution, the proceedings of the Executive Committee of the Agency with respect to the authorization and issuance of the 2019 Bonds, the proceedings of the Executive Committee of the Agency with respect to the authorization, execution and delivery of each of the Power Supply Contracts, the Participation Agreement, the Purchase Contract, the Continuing Disclosure Undertaking and the Official Statement and such certificates and other documents relating to the Agency, the 2019 Bonds, the Resolution, the Continuing Disclosure Agreement, the Power Supply Contracts, and have made such other examination of applicable Florida and other laws as we have deemed necessary in giving this opinion.

Based upon the foregoing, we are of the opinion that:

(a) The Continuing Disclosure Agreement, dated [____], 2019 and the Purchase Contract between the Agency and the Underwriters named therein, dated [____], 2019, relating to the sale of the 2019 Bonds (the “Purchase Contract”), have each been duly authorized, executed and delivered by the Agency, and assuming due authorization, execution and delivery by the respective other parties thereto, each constitutes the legal, valid and binding agreement of the Agency in accordance with its terms. The opinion set forth in this paragraph (a) is subject to applicable bankruptcy, insolvency, moratorium, reorganization or other similar laws affecting creditors’ rights and judicial discretion, and the valid exercise of the sovereign police powers of the State of Florida and of the constitutional power of the United States of America.

(b) The 2019 Bonds are exempted securities as described in Section 3 (a) (2) of the Securities Act of 1933 and Section 304 (a) (4) of the Trust Indenture Act, each as amended and now in effect, and

the offer and sale of the 2019 Bonds does not require any registration under such Securities Act or the qualification of any indenture under such Trust Indenture Act.

(c) The statements contained in the Preliminary Official Statement and the Official Statement under the captions “INTRODUCTION — Authority for the Offered Securities, Additional Bonds, Subordinated Indebtedness, Payments under the Power Supply Contracts, Security for the Offered Securities,” “DESCRIPTION OF THE OFFERED SECURITIES,” “SECURITY AND SOURCES OF PAYMENT FOR THE OFFERED SECURITIES,” “THE POWER SUPPLY CONTRACTS,” “VALIDATION,” APPENDIX D — “SUMMARY OF CERTAIN PROVISIONS OF THE RESOLUTION AND POWER SUPPLY CONTRACTS,” and APPENDIX G — “CONTINUING DISCLOSURE UNDER SEC RULE 15C2-12” insofar as such statements constitute summaries of certain provisions of the 2019 Bonds, the Resolution, the Act, the Power Supply Contracts, the Participation Agreement, the Continuing Disclosure Undertaking and the documents referred to therein present a fair and accurate summary of such provisions. The statements in the Preliminary Official Statement and the Official Statement under the caption “TAX MATTERS” are accurate statements or summaries of the matters therein set forth.

Because the primary purpose of our professional engagement, as Bond Counsel to the Agency was not to establish factual matters, and because of the wholly or partially nonlegal character of many of the determinations involved in the preparation of the Preliminary Official Statement and the Official Statement, we are not passing upon and do not assume any responsibility for the accuracy, completeness or fairness of the statements contained in the Preliminary Official Statement and the Official Statement (except to the extent expressly set forth in paragraph (c) above) and we make no representation that we have independently verified the accuracy, completeness or fairness of such statements. However, in the course of our participation in the preparation of the Preliminary Official Statement and the Official Statement as Bond Counsel to the Agency, we conferred (which conferences did not extend beyond the date of the Official Statement) with representatives of the Agency, Jody L. Finklea, General Counsel to the Agency, the underwriters, underwriters’ counsel and the financial advisor, at which conferences the contents of the Preliminary Official Statement and the Official Statement and related matters were discussed. Our participation in the preparation of the Official Statement did not disclose to us any reason to believe that (A) the Preliminary Official Statement as of its date and as of the date of the Purchase Contract or the Official Statement as of its date contained any untrue statement of a material fact or omitted to state material fact necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading (except for APPENDIX C — “FMPA’S ANNUAL AUDIT REPORT FOR ITS FISCAL YEAR ENDED SEPTEMBER 30, 2018,” except for APPENDIX F — “BOOK-ENTRY-ONLY SYSTEM,” and except for the maps and schematic, graphic, pictorial, financial and statistical information included in the Official Statement, and including such information in the appendices thereto, as to all of which we express no view) or (B) that the Official Statement, as of the date hereof, contains any untrue statement of a material fact or omits to state a material fact necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading (except as aforesaid).

We hereby consent to references to us contained in the Preliminary Official Statement and the Official Statement.

We are furnishing this letter to the Agency and to you, as Representative of the Underwriters of the 2019 Bonds, solely for your benefit. The letter is not to be used, circulated, quoted or otherwise referred to for any other purpose.

Very truly yours,

OPINION OF JODY L. FINKLEA, ESQUIRE

(Date of Closing)

Barclays Capital Inc.,
as Representative of the Underwriters named
in the Purchase Contract

Ladies and Gentlemen:

I have served as General Counsel and Chief Legal Officer of Florida Municipal Power Agency in connection with the issuance and sale of its \$[_____] All-Requirements Power Supply Project Refunding Revenue Bonds, Series 2019A (the “Series 2019A Bonds”) and \$[_____] All-Requirements Power Supply Project Refunding Revenue Bonds, Series 2019B (Federally Taxable) (the “Series 2019B Bonds” and, together with the Series 2019A Bonds, the “2019 Bonds”), to the Underwriters named in the Purchase Contract referred to herein. Terms used herein which are defined in said Purchase Contract shall have the meanings specified therein or, if not defined therein, in the Official Statement, dated [_____] 2019, relating to the 2019 Bonds.

I have examined, among other things, the Act, Chapter 166, Part II, Florida Statutes, the Interlocal Agreement, the Resolution, the proceedings of the Executive Committee of the Agency with respect to the authorization and issuance of the 2019 Bonds and the authorization, execution and delivery of each of the Related Documents, the Continuing Disclosure Agreement, dated [_____] 2019 (the “Continuing Disclosure Undertaking”), the Purchase Contract and the Official Statement and such certificates and other documents relating to the Agency, the 2019 Bonds, the Resolution and the Related Documents, and have made such other examination of applicable Florida law as I have deemed necessary in giving this opinion.

Based upon the foregoing, I am of the opinion that:

(a) The Agency is duly existing as a governmental legal entity and, under the Constitution and laws of Florida, has full legal right, power and authority to acquire, construct, operate, maintain and improve the All-Requirements Power Supply Project.

(b) The execution and delivery of the Purchase Contract, the Continuing Disclosure Undertaking and the Related Documents and the Official Statement have been duly authorized by the Agency.

(c) The Related Documents, the Continuing Disclosure Undertaking and the Purchase Contract have been duly executed and delivered by the Agency and, assuming due authorization and execution by the other parties thereto, are valid and enforceable against the Agency in accordance with their respective terms.

(d) Under the laws of Florida, the authority of the Agency and each of the Participants to determine, fix, impose and collect rates and charges for electric power and energy sold and delivered is not subject to the regulatory jurisdiction of the Florida Public Service Commission, except as disclosed in the Preliminary Official Statement and the Official Statement (including, but not limited to, “STATE REGULATORY OVERSIGHT”).

(e) All Florida governmental regulatory approvals necessary to the issuance of the 2019 Bonds have been obtained.

(f) The execution and delivery of the Purchase Contract, the Continuing Disclosure Undertaking, the Related Documents and the 2019 Bonds by the Agency, the adoption and implementation of the Resolution, and compliance with the provisions of said Purchase Contract, the Continuing Disclosure Undertaking, the Resolution, the Related Documents and the 2019 Bonds, will not conflict with or constitute a breach of any Florida law, administrative regulation or court decree of any Florida court to which the Agency is subject.

(g) The Resolution has been duly adopted and is valid, binding and enforceable against the Agency in accordance with its terms.

(h) The authorization, execution and delivery by the Agency of the Related Documents and the Agency's compliance with all terms and provisions thereof will not be a breach of, or constitute a default under, the terms and conditions of any indenture, resolution, loan, mortgage, contract or other agreement to which the Agency is a party or by which the Agency or its properties is or may be bound.

(i) The statements contained in the Preliminary Official Statement and the Official Statement under the captions "THE POWER SUPPLY CONTRACTS," "FLORIDA MUNICIPAL POWER AGENCY," "THE PROJECT," "STATE REGULATORY OVERSIGHT", "CERTAIN FACTORS AFFECTING THE ELECTRIC UTILITY INDUSTRY," "ENVIRONMENTAL REGULATION," "LITIGATION", "CONTINUING DISCLOSURE; ADDITIONAL FMPA INFORMATION" and "Summary of Certain Provisions of the Power Supply Contracts" contained in APPENDIX D are true, correct and complete in all material respects and do not omit any material fact known to me, which, in my opinion, should be included or referred to therein so as to make the information or statements made therein not misleading.

(j) Based upon my participation in the preparation of the Preliminary Official Statement and the Official Statement as General Counsel and Chief Legal Officer of the Agency and without having undertaken to determine independently the accuracy, completeness or fairness of the statements contained in the Official Statement, I have no reason to believe that the Preliminary Official Statement, as of its date, or the Official Statement, as of the date hereof (except for APPENDIX C — "FMPA'S ANNUAL AUDIT REPORT FOR ITS FISCAL YEAR ENDED SEPTEMBER 30, 2018," except for APPENDIX F — "BOOK-ENTRY-ONLY SYSTEM" and except for the maps and schematic, graphic, pictorial, financial and statistical information included in the Preliminary Official Statement, including such information in the Appendices thereto, as to which I express no view) contained or contains any untrue statement of a material fact or omitted or omits to state a material fact required to be stated therein or necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading (except as aforesaid).

It is to be understood that the rights and obligations of the parties under the Purchase Contract, the Continuing Disclosure Undertaking, the Related Documents and the Resolution and the enforceability thereof may be subject to judicial discretion, the valid exercise of the sovereign police powers of the State of Florida and the constitutional powers of the United States of America, and valid bankruptcy, insolvency, reorganization and other laws affecting creditors' rights.

I am furnishing this letter to you, as Underwriters of the 2019 Bonds, solely for your benefit. The letter is not to be used, circulated, quoted or otherwise referred to for any other purpose.

Very truly yours,

FLORIDA MUNICIPAL POWER AGENCY

CERTIFICATE

We, Howard McKinnon, Chairperson of the Executive Committee of Florida Municipal Power Agency (the “Agency”), and Jacob A. Williams, General Manager and Chief Executive Officer of the Agency, hereby certify that:

1. To the best of our knowledge and belief, the representations, warranties, covenants and agreements of the Agency contained in the Purchase Contract dated [____], 2019 between the Agency and the Underwriters named therein (the “Purchase Contract”), with respect to the sale by the Agency of \$[____] All-Requirements Power Supply Project Refunding Revenue Bonds, Series 2019A (the “Series 2019A Bonds”) and \$[____] All-Requirements Power Supply Project Refunding Revenue Bonds, Series 2019B (Federally Taxable) (the “Series 2019B Bonds” and, together with the Series 2019A Bonds, the “2019 Bonds”), are true and correct in all material respects on and as of the date of the Closing as if made on the date of the Closing.

2. Except as disclosed in the Preliminary Official Statement, dated [____], 2019, relating to the 2019 Bonds (the “Preliminary Official Statement”) and the Official Statement, dated [____], 2019, relating to the 2019 Bonds (the “Official Statement”), no action, suit, proceeding, inquiry or investigation, at law or in equity, before or by any court, government agency or public board or body, is pending against or, to the best of our knowledge, threatened against the Agency, affecting the legal existence of the Agency or the titles of its officers to their respective offices or affecting or seeking to prohibit, restrain or enjoin the sale, issuance or delivery of the 2019 Bonds or the collection of the amounts pledged or to be pledged to pay the principal of and interest on the 2019 Bonds, or in any way contesting or affecting the validity or enforceability of the 2019 Bonds, the Resolution, the Purchase Contract, the Continuing Disclosure Undertaking or the Related Documents or contesting the tax-exempt status of the interest on the Series 2019A Bonds as described in the Official Statement, or contesting in any way the completeness or accuracy of the Official Statement or any supplement or amendment thereto, or contesting the powers of the Agency or any authority or proceedings for the issuance, sale and delivery of the 2019 Bonds, the adoption of the Resolution or the execution and delivery of the Purchase Contract, the Continuing Disclosure Undertaking or the Related Documents or the performance of the Agency’s obligations under the Resolution, the Purchase Contract or the Related Documents, nor to the best of our knowledge, is there any basis therefor, wherein an unfavorable decision, ruling or finding would materially adversely affect the validity or enforceability of the 2019 Bonds, the Resolution, the Related Documents, the Continuing Disclosure Undertaking or the Purchase Contract.

3. To the best of our knowledge, no event affecting the Agency has occurred since the date of the Official Statement which should be disclosed in the Official Statement so that the Official Statement will not contain any untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading, and which has not been disclosed in a supplement or amendment to the Official Statement.

4. The Agency has complied with all the agreements and satisfied all the conditions on its part to be performed or satisfied at or prior to the date hereof pursuant to the Purchase Contract.

5. All capitalized terms employed herein which are not otherwise defined shall have the same meanings as in the Purchase Contract.

[Closing Date], 2019

Chairperson of the Executive Committee
of the Agency

General Manager and Chief Executive Officer
of the Agency

ISSUE PRICE CERTIFICATE OF THE UNDERWRITER

The undersigned, on behalf of Barclays Capital Inc. (the “Representative”), on behalf of itself and BofA Securities, Inc., hereby certifies as set forth below with respect to the sale and issuance by Florida Municipal Power Agency (the “Issuer”) of its \$[_____] aggregate principal amount of All-Requirements Power Supply Project Refunding Revenue Bonds, Series 2019A (the “Bonds”).

1. *Sale of the Bonds.* As of the date of this certificate, for each Maturity of the Bonds, the first price at which at least 10% of such Maturity of the Bonds was sold to the Public is the respective price listed in Schedule A.

2. *Defined Terms.*

(a) *Issuer* means the Florida Municipal Power Agency.

(b) *Maturity* means Bonds with the same credit and payment terms. Bonds with different maturity dates, or Bonds with the same maturity date but different stated interest rates, are treated as separate Maturities.

(c) *Public* means any person (including an individual, trust, estate, partnership, association, company or corporation) other than an Underwriter or a related party to an Underwriter. The term “related party” for purposes of this certificate generally means any two or more persons who have greater than 50 percent common ownership, directly or indirectly.

(d) *Underwriter* means (i) any person that agrees pursuant to a written contract with the Issuer (or with the lead underwriter to form an underwriting syndicate) to participate in the initial sale of the Bonds to the Public, and (ii) any person that agrees pursuant to a written contract directly or indirectly with a person described in clause (i) of this paragraph to participate in the initial sale of the Bonds to the Public (including a member of a selling group or a party to a retail distribution agreement participating in the initial sale of the Bonds to the Public).

The representations set forth in this certificate are limited to factual matters only. Nothing in this certificate represents the Representative’s interpretation of any laws, including specifically Sections 103 and 148 of the Internal Revenue Code of 1986, as amended, and the Treasury Regulations thereunder. The undersigned understands that the foregoing information will be relied upon by the Issuer with respect to certain of the representations set forth in the Tax Certificate and with respect to compliance with the federal income tax rules affecting the Bonds, and by Nixon Peabody LLP in connection with rendering its opinion that the interest on the Bonds is excluded from gross income for federal income tax purposes, the preparation of the Internal Revenue Service form 8038-G, and other federal income tax advice that it may give to the Issuer from time to time relating to the Bonds.

BARCLAYS CAPITAL INC., as Representative of the
Underwriters

By: _____
Name:
Title:

Dated: [Closing Date], 2019

SCHEDULE A

SALE PRICES

| <u>Due October 1,</u> | <u>Principal Amount</u> | <u>Interest Rate</u> | <u>Yield</u> | <u>Price</u> |
|---------------------------|-----------------------------|--------------------------|--------------|--------------|
|---------------------------|-----------------------------|--------------------------|--------------|--------------|

SCHEDULE B
PRICING WIRE

FLORIDA MUNICIPAL POWER AGENCY
ALL-REQUIREMENTS POWER SUPPLY PROJECT
REFUNDING REVENUE BONDS, SERIES 2019A
AND
SERIES 2019B (FEDERALLY TAXABLE)

CONTINUING DISCLOSURE AGREEMENT

THIS AGREEMENT, dated [____], 2019, is made by and between the Agency and the Trustee, each as defined below in Section 1.

In order to permit the Underwriters to comply with the provisions of Rule 15c2-12 in connection with the public offering of the Bonds, the parties hereto, in consideration of the mutual covenants herein contained and other good and lawful consideration, hereby agree, for the sole and exclusive benefit of the Holders of the Bonds, as follows:

Section 1. Definitions; Rules of Construction.

(i) Capitalized terms used but not defined herein shall have the respective meanings ascribed to them in the Resolutions.

“Agency” shall mean Florida Municipal Power Agency, a governmental legal entity created pursuant to the laws of the State of Florida.

“Annual Agency Financial Information” shall mean the information specified in Section 3(i) hereof.

“Annual Financial Information” shall mean the Annual Major Participant Financial Information and Annual Agency Financial Information, collectively.

“Annual Major Participant Financial Information” shall mean the information specified in Section 3(ii) hereof.

“Audited Financial Statements” shall mean the Audited Agency Financial Statements and the Audited Major Participant Financial Statements.

“Audited Agency Financial Statements” shall mean the annual financial statements of the Agency, audited by such auditors as shall then be required or permitted by State law or the Resolutions. Audited Agency Financial Statements shall be prepared in accordance with GAAP; provided, however, that the Agency may, from time to time, if

required by federal or State legal requirements, modify the accounting principles to be followed in preparing its financial statements.

“Audited Major Participant Financial Statements” shall mean the annual financial statements of each Major Participant audited by such auditors as shall then be required or permitted by State law. Audited Major Participant Financial Statements shall be prepared in accordance with GAAP; provided, however, that Major Participants may, from time to time, if required, by federal or State legal requirements, or otherwise, modify the accounting principles to be followed in preparing its financial statements.

“Bonds” shall mean the Series 2019A Bonds and the Series 2019B Bonds.

“EMMA” shall mean the Electronic Municipal Market Access system, the electronic format information repository to the MSRB, created in accordance with certain amendments to Rule 15c2-12 under the Securities Exchange Act of 1934, as amended, or its successor.

“Financial Obligation” shall mean a: (A) debt obligation; (B) derivative instrument entered into in connection with, or pledged as security or a source of payment for, an existing or planned debt obligation; or (C) guarantee of (A) or (B), but (ii) shall not include municipal securities as to which a final official statement has been provided to the MSRB consistent with Rule 15c2-12

“GAAP” shall mean generally accepted accounting principles as in effect from time to time in the United States.

“Holder” shall mean any registered owner of Bonds, and, for purposes of Section 5 of this Agreement only, if registered in the name of DTC (or a nominee thereof) or in the name of any other entity (or a nominee thereof) that acts as a “clearing corporation” within the meaning of the New York Uniform Commercial Code and is a “clearing agency” registered pursuant to the provisions of Section 17A of the Securities Exchange Act of 1934, as amended, any beneficial owner of Bonds.

“Major Participants” shall mean, individually or collectively as the context requires, each Participant which shall have a Participant’s Share and each Participant or other unit of local government which pursuant to the Power Sales Contracts or otherwise shall have and/or shall have assumed (by agreement or by operation of law) the obligations of one or more Participants under the Power Sales Contracts to the extent of an aggregate Participant’s Share in excess of 10%. The Major Participants currently are the City of Jacksonville Beach, the Utility Board of the City of Key West, the Kissimmee Utility Authority and the City of Ocala.

“MSRB” shall mean the Municipal Securities Rulemaking Board established in accordance with the provisions of Section 15B(b)(1) of the Securities Exchange Act of 1934.

“Participants” shall mean City of Bushnell, City of Clewiston, City of Fort Meade, Town of Havana, City of Green Cove Springs, City of Jacksonville Beach, City

of Leesburg, City of Ocala, Utility Board of the City of Key West, Florida, Kissimmee Utility Authority, City of Lake Worth, City of Newberry, City of Starke and Fort Pierce Utilities Authority.

“Participant’s Share” shall mean the Participant’s prior years kWh purchases from the All-Requirements Power Supply Project.

“Resolutions” shall mean the All-Requirements Power Supply Revenue Bond Resolution, adopted on March 22, 1985, as amended and restated in its entirety on May 23, 2003, as amended and supplemented, including as supplemented by the Series 2019A Supplemental All-Requirements Power Supply Revenue Bond Resolution (Fixed Rate Bonds) and Series 2019B Supplemental All-Requirements Power Supply Revenue Bond Resolution (Fixed Rate Bonds), each adopted on [____], 2019.

“Rule 15c2-12” shall mean Rule 15c2-12 (as amended through the date of this Agreement) under the Securities Exchange Act of 1934, as amended, including any official interpretations thereof promulgated on or prior to the effective date hereof.

“Series 2019A Bonds” shall mean the Agency’s All-Requirements Power Supply Project Refunding Revenue Bonds, Series 2019A.

“Series 2019B Bonds” shall mean the Agency’s All-Requirements Power Supply Project Refunding Revenue Bonds, Series 2019B (Federally Taxable).

“State” shall mean the State of Florida.

“Trustee” shall mean TD Bank, National Association, Cherry Hill, New Jersey, or any successor trustee under the Resolution.

“Unaudited Agency Financial Statements” shall mean the same as Audited Agency Financial Statements except that they shall not have been audited.

“Unaudited Major Participant Financial Statements” shall mean the same as Audited Major Participant Financial Statements except that they shall not have been audited.

“Underwriters” shall mean the underwriter or underwriters that have contracted to purchase the Bonds from the Agency upon initial issuance.

(ii) Unless the context clearly indicates to the contrary, the following rules shall apply to the construction of this Agreement:

(a) Words importing the singular number shall include the plural number and vice versa.

(b) Any reference herein to a particular Section or subsection without further reference to a particular document or provision of law or regulation is a reference to a Section or subsection of this Agreement.

(c) The captions and headings herein are solely for convenience of reference and shall not constitute a part of this Agreement nor shall they affect its meaning, construction or effect.

Section 2. Obligation to Provide Continuing Disclosure.

(i) The Agency hereby undertakes, for the benefit of Holders of the Bonds, to provide or cause to be provided:

(a) to the MSRB through its EMMA system, no later than nine months after the end of each fiscal year, commencing with the fiscal year ending September 30, 2019, the Annual Financial Information relating to such fiscal year;

(b) if not submitted as part of the Annual Financial Information, to the MSRB through its EMMA system, not later than nine months after the end of each fiscal year commencing with the fiscal year ending September 30, 2019, (1) Audited Agency Financial Statements for such fiscal year when and if they become available and, if such Audited Agency Financial Statements are not available on the date which is nine months after the end of a fiscal year, the Unaudited Agency Financial Statements for such fiscal year and (2) Audited Major Participant Financial Statements for such fiscal year when and if they become available and, if such Audited Major Participant Financial Statements are not available on the date which is nine months after the end of a fiscal year, the Unaudited Major Participation Financial Statements for such fiscal year; provided, however, in the case of Audited Major Participant Financial Statements, that the same can practicably be obtained by the Agency;

(c) to EMMA, notice of the occurrence of any of the following events with respect to the Bonds in a timely manner not more than ten (10) Business Days after the event:

1. principal and interest payment delinquencies;
2. non-payment related defaults, if material;
3. unscheduled draws on debt service reserves reflecting financial difficulties;
4. unscheduled draws on credit enhancements reflecting financial difficulties;
5. substitution of credit or liquidity providers, or their failure to perform;
6. adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB) or other material notices or determinations with respect to the tax status of the Bonds, or other material events affecting the tax status of the Bonds;
7. modifications to the rights of Bondholders, if material;
8. bond calls, if material, and tender offers;

9. defeasances;
10. release, substitution, or sale of property securing repayment of the Bonds, if material;
11. rating changes;
12. bankruptcy, insolvency, receivership or similar proceedings of the Agency or a Major Participant;
13. the consummation of a merger, consolidation, or acquisition, or the sale of all or substantially all of the assets of the Agency or a Major Participant, other than in the ordinary course of business, the entry into a definitive agreement to undertake such action or the termination of a definitive agreement relating to such actions, other than pursuant to its terms, if material;
14. appointment of a successor trustee or additional trustee or the change of name of a trustee, if material;
15. the incurrence of a Financial Obligation of the Agency or a Major Participant, if material, or agreement as to covenants, events of default, remedies, priority rights, or other similar terms of a Financial Obligation of the Agency or a Major Participant, any of which affect holders of the Bonds, if material; and
16. a default, event of acceleration, termination event, modification of terms, or other similar events under the terms of a Financial Obligation of the Agency or a Major Participant, any of which reflect financial difficulties.

(d) to EMMA, in a timely manner, notice of a failure to provide any Annual Financial Information required by clause (i)(a) of this Section 2.

(ii) The Agency may satisfy its obligations hereunder by filing any notice, document or information with the MSRB through its EMMA system, to the extent permitted or required by the SEC.

(iii) Other Information. Nothing herein shall be deemed to prevent the Agency from disseminating any other information in addition to that required hereby in the manner set forth herein or in any other manner. If the Agency should disseminate any such additional information, the Agency shall not have any obligation hereunder to update such information or to include it in any future materials disseminated hereunder.

(iv) Disclaimer. The Agency and the Trustee shall be obligated to perform only those duties expressly provided for such entity in this Agreement, and neither of the foregoing shall be under any obligation to the Holders or other parties hereto to perform, or monitor the performance of, any duties of the other party.

Section 3. Annual Financial Information.

(i) The required Annual Agency Financial Information shall consist of the following:

(A) financial and operating data relating to the Agency's All-Requirements Power Supply Project consisting of: (1) a description of the Agency's All-Requirements Power Supply Project; (2) information of the type included in the table captioned "Historical Capacity Requirements and Resources" under the heading "THE PROJECT" in the Official Statement for the three most recently completed fiscal years; (3) historical operating results for the All-Requirements Power Supply Project for the three most recently completed fiscal years, including net sales to cities and net power costs; and (4) information concerning the Agency's debt service requirements for the All-Requirements Power Supply Project;

(B) a presentation of the Agency's financial results in accordance with GAAP for the two most recent completed fiscal years for which that information is then currently available;

(C) material litigation related to any of the foregoing; together with

(D) such narrative explanation as may be necessary to avoid misunderstanding and to assist the reader in understanding the presentation of financial information and operating data concerning, and in judging the financial condition of, the Agency.

(ii) The required Annual Major Participant Financial Information shall consist of the following:

(A) financial and operating data consisting of: (1) the information of the type contained in Appendix B to the Official Statement, other than the information contained under the headings "General"; (2) information concerning sales of electric services, customers, and non-coincident peak demand; and (3) a presentation of the Major Participants' information concerning historical net energy requirements and peak demand;

(B) material litigation related to any of the foregoing; together with

(C) such narrative explanation as may be necessary to avoid misunderstanding and to assist the reader in understanding the presentation of financial information and operating data concerning, and in judging the financial condition of, the Major Participants.

The type of financial information and operating data relating to the Agency described in Sections 3(i)(A), (B) and (C) is currently included in the Official Statement dated [____], 2019 and relating to the Bonds under the headings "DEBT SERVICE REQUIREMENTS", "THE PROJECT" and "LITIGATION". The type of financial information and operating data relating to the Major Participants described in Sections 3(ii)(A), (B) and (C) is currently included in the Official Statement dated [____], 2019 under the headings "THE PROJECT PARTICIPANTS", APPENDIX A – "MEMBER PARTICIPATION IN FMPA PROJECTS" and APPENDIX B – "THE MAJOR PARTICIPANTS". The requirements contained in this section are intended to set forth a general description of the type of financial information and operating

data to be provided; such descriptions are not intended to state more than general categories of financial information and operating data; and where the provisions of clause (i) call for information that no longer can be generated because the operations to which it related have been materially changed or discontinued, a statement to that effect shall be provided.

All or any portion of the Annual Financial Information may be incorporated therein by cross reference to any other documents which have been filed with (i) the MSRB through its EMMA system or (ii) the Securities and Exchange Commission; provided, however, that if the document is an official statement, it shall have been filed with the MSRB and need not have been filed elsewhere.

Annual Financial Information for any fiscal year containing any modified operating data or financial information (as contemplated by Section 7 hereof) for each such fiscal year shall explain, in narrative form, the reasons for such modification and the effect of such modification on the Annual Financial Information being provided for such fiscal year. If a change in accounting principles is included in any such modification, such Annual Financial Information shall present a comparison between the financial statements or information prepared on the basis of the modified accounting principles and those prepared on the basis of the former accounting principles. Such comparison shall include a qualitative discussion of the differences in the accounting principles and the impact of the change in the accounting principles on the presentation of the financial information. To the extent feasible, such comparison shall also be quantitative. A notice of any such change in accounting principles shall be sent to the MSRB through its EMMA system.

Information From Major Participants. The Agency agrees to request, obtain and provide, pursuant to the All-Requirements Power Supply Project Contracts or otherwise, Annual Major Participant Financial Information, Audited Major Participant Financial Statements, and information relating to any change in fiscal year and the basis on which audited financial statements are prepared, from time to time and in sufficient time to permit the Agency to comply with the provisions of this Agreement, and shall enforce such provisions of this Agreement; the failure of any Major Participant to furnish any such requested information or data shall not excuse the performance by the Agency of any of its obligations under this Agreement. Under the All-Requirements Power Supply Project Contracts, the Participants are required to furnish to the Agency, upon request all information, financial statements and other documents as shall be reasonably necessary in connection with the financing of the All-Requirements Power Supply Project.

Section 4. Financial Statements. The Audited Financial Statements for each fiscal year shall be prepared in accordance with GAAP as in effect from time to time. Such financial statements shall be audited by an independent accounting firm.

All or any portion of the Audited or Unaudited Financial Statements may be incorporated therein by specific reference to any other documents which have been filed with (i) the MSRB through its EMMA system or (ii) the Securities and Exchange Commission; provided, however, that if the document is an official statement, it shall have been filed with the MSRB and need not have been filed elsewhere.

Section 5. Remedies. If the Agency shall fail to comply with any provision of this Agreement, then the Trustee or any Holder of Bonds may enforce, for the equal benefit and protection of all Holders similarly situated, by mandamus or other suit or proceeding at law or in equity, this Agreement against the Agency and any of its officers, agents and employees, and may compel the Agency or any of its officers, agents or employees to perform and carry out their duties under this Agreement; provided that the sole and exclusive remedy for breach of this Agreement shall be an action to compel specific performance of the obligations of the Agency hereunder and no person or entity shall be entitled to recover monetary damages hereunder under any circumstances, and, provided further, that any challenge to the adequacy of any information provided pursuant to Section 2 shall be brought only by the Trustee or the Holders of 25% in aggregate principal amount of the Bonds at the time outstanding which are affected thereby. Failure to comply with any provision of this Agreement shall not constitute a default under the Resolutions nor give right to the Trustee or any Holder to exercise any of the remedies under the Resolutions.

Section 6. Parties in Interest. This Agreement is executed and delivered solely for the benefit of the Holders of the Bonds which, for the purposes of Section 5, include those beneficial owners of Bonds specified in the definition of Holder set forth in Section 1. For the purposes of such Section 5, such beneficial owners of Bonds shall be third-party beneficiaries of this Agreement. No person other than those described in Section 5 shall have any right to enforce the provisions hereof or any other rights hereunder.

Section 7. Amendments. Without the consent of any Holders (except to the extent expressly provided below), the Agency and the Trustee at any time and from time to time may enter into any amendments or changes to this Agreement for any of the following purposes:

(i) to comply with or conform to Rule 15c2-12 or any amendments thereto or authoritative interpretations thereof by the Securities and Exchange Commission or its staff (whether required or optional) which are applicable to the Agreement;

(ii) to add a dissemination agent for the information required to be provided hereby and to make any necessary or desirable provisions with respect thereto;

(iii) to evidence the succession of another person to the Agency and the assumption by any such successor of the covenants of the Agency hereunder;

(iv) to add to the covenants of the Agency for the benefit of the Holders, or to surrender any right or power herein conferred upon the Agency; or

(v) for any other purpose as a result of a change in circumstances that arises from a change in legal requirements, change in law, or change in the identity, nature, or status of the Agency, or type of business conducted; provided that (1) the Agreement, as amended, would have complied with the requirements of Rule 15c2-12 at the time of the offering of the Bonds, after taking into account any amendments or authoritative interpretations of Rule 15c2-12, as well as any change in circumstances, (2) the amendment or change either (a) does not materially impair the interests of Holders, as determined by bond counsel or (b) is approved by the vote or consent of Holders of a majority in outstanding principal amount of the Bonds affected thereby

at or prior to the time of such amendment or change and (3) the Trustee receives an opinion of bond counsel that such amendment is authorized or permitted by this Agreement.

Section 8. Termination. This Agreement shall remain in full force and effect until such time as all principal, redemption premiums, if any, and interest on the Bonds shall have been paid in full or legally defeased pursuant to the Resolutions (a “Legal Defeasance”); *provided, however,* that if Rule 15c2-12 (or successor provision) shall be amended, modified or changed so that all or any part of the information currently required to be provided thereunder shall no longer be required to be provided thereunder, then such information shall no longer be required to be provided hereunder; and *provided, further, that* if and to the extent Rule 15c2-12 (or successor provision), or any provision thereof shall be declared by a court of competent and final jurisdiction to be, in whole or in part, invalid, unconstitutional, null and void, or otherwise inapplicable to the Bonds, then the information required to be provided hereunder, insofar as it was required to be provided by a provision of Rule 15c2-12 so declared, shall no longer be required to be provided hereunder. Upon any Legal Defeasance, the Agency shall provide notice of such defeasance to the MSRB through its EMMA system. Such notice shall state whether the Bonds have been defeased to maturity or to redemption and the timing of such maturity or redemption. Upon any other termination pursuant to this Section 8, the Agency shall provide notice of such termination to the MSRB through its EMMA system.

Section 9. The Trustee.

(i) Except as otherwise set forth herein, this Agreement shall not create any obligation or duty on the part of the Trustee and the Trustee shall not be subject to any liability hereunder for acting or failing to act as the case may be.

(ii) The Agency shall indemnify and hold harmless the Trustee in connection with this Agreement, to the same extent provided in the Resolutions for matters arising thereunder.

Section 10. Governing Law. This Agreement shall be governed by the laws of the State of Florida determined without regard to principles of conflict of law.

Section 11. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be an original, but which together shall constitute one and the same Agreement.

[Remainder of page intentionally left blank; signatures appear on following page]

IN WITNESS WHEREOF, the undersigned have duly authorized, executed and delivered this Agreement as of the date first above written.

FLORIDA MUNICIPAL POWER AGENCY

By: _____
Name: Jacob Williams
Title: General Manager and CEO

TD BANK, NATIONAL ASSOCIATION,
as Trustee

By: _____
Name: David C. Leondi
Title: Vice President

NEW ISSUE–BOOK-ENTRY-ONLY**Ratings: Moody's: []****Fitch: []****See "Credit Ratings" herein.**

In the opinion of Bond Counsel, under existing law and assuming compliance with the tax covenants described herein, and the accuracy of certain representations and certifications made by Florida Municipal Power Agency described herein, interest on the Series 2019A Bonds is excluded from gross income for Federal income tax purposes under Section 103 of the Internal Revenue Code of 1986, as amended (the "Code"). Bond Counsel is also of the opinion that such interest on the Series 2019A Bonds is not treated as a preference item in calculating the alternative minimum tax imposed under the Code. Interest on the Series 2019B Bonds is not excluded from gross income for Federal income tax purposes. See "TAX MATTERS" herein regarding certain other tax considerations.

[\$82,095,000]***FLORIDA MUNICIPAL POWER AGENCY****[\$75,425,000]***

**All-Requirements Power Supply Project
Refunding Revenue Bonds, Series 2019A**

[\$6,670,000]*

**All-Requirements Power Supply Project
Refunding Revenue Bonds, Series 2019B
(Federally Taxable)**

DATED: DATE OF ISSUANCE**DUE: AS SHOWN ON INSIDE FRONT COVER**

The Series 2019A Bonds are being issued by the Florida Municipal Power Agency ("FMFA") to (i) currently refund all of FMFA's outstanding All-Requirements Power Supply Project Variable Rate Demand Refunding Revenue Bonds, Series 2008C, (ii) pay the costs of terminating existing interest rate swap agreements associated with such bonds and (iii) pay the costs of issuance of the Series 2019A Bonds. The Series 2019B Bonds are being issued by FMFA to (i) currently refund all of FMFA's outstanding All-Requirements Power Supply Project Revenue Bonds, Series 2013A (Taxable) and (ii) pay the costs of issuance of the Series 2019B Bonds. The Series 2019A Bonds and the Series 2019B Bonds are referred to herein as the "Offered Securities."

The Offered Securities are payable and secured on a parity with FMFA's senior lien Bonds (as defined in "INTRODUCTION – Outstanding Indebtedness") issued for the Project (as defined in "INTRODUCTION – The Project"), including those senior lien Bonds presently outstanding and those that may be issued for the Project in the future.

The Offered Securities are issuable as fully registered bonds and when issued will be registered in the name of Cede & Co., as Bondholder and Securities Depository Nominee of The Depository Trust Company, New York, New York. Individual purchases will be made in book-entry-only form through DTC Participants. TD Bank, National Association, Cherry Hill, New Jersey, is the Trustee, Paying Agent and Bond Registrar for the Offered Securities and all other parity senior lien Bonds of the Project.

The Offered Securities will be issued in authorized denominations of \$5,000 or any integral multiple thereof, and will accrue interest from their dated date payable on each April 1 and October 1, commencing April 1, 2020, at the rates and mature on the dates set forth on the inside front cover of this Official Statement.

The Offered Securities are not subject to redemption prior to maturity.

The Offered Securities are direct and special obligations of FMFA, payable from the revenues and other funds of the Project pledged thereto under the Resolution. Neither the State of Florida nor any political subdivision thereof other than FMFA, nor any Member of FMFA, is obligated to pay the Offered Securities. Neither the full faith and credit nor the taxing power of the State of Florida or any political subdivision thereof or any Member is pledged to the payment of the Offered Securities. FMFA has no taxing power.

MATURITY SCHEDULE – See Inside Front Cover

The Offered Securities are offered when, as and if issued and received by the Underwriters, subject to the approval of legality by Nixon Peabody LLP, New York, New York, Bond Counsel. Certain legal matters in connection with the Offered Securities will be passed upon for the Underwriters by their counsel, Orrick, Herrington & Sutcliffe LLP, New York, New York. Certain legal matters in connection with the Offered Securities are subject to the approval of Jody L. Finklea, Esquire, FMFA's General Counsel and Chief Legal Officer. Dunlap & Associates, Inc., Orlando, Florida, is acting as FMFA's Financial Advisor. It is expected that the Offered Securities in book-entry-only form will be available for delivery through The Depository Trust Company in New York, New York on or about [____], 2019.

Barclays**BofA Merrill Lynch**

_____, 2019

* Preliminary, subject to change.

FLORIDA MUNICIPAL POWER AGENCY

\$[75,425,000]* All-Requirements Power Supply Project Refunding Revenue Bonds, Series 2019A

| <u>DUE OCTOBER 1,</u> | <u>PRINCIPAL AMOUNT</u> | <u>INTEREST RATE</u> | <u>PRICE OR YIELD</u> | <u>CUSIP⁽¹⁾</u> |
|---------------------------|-----------------------------|--------------------------|---------------------------|----------------------------|
| 2025 | | | | |
| 2026 | | | | |
| 2027 | | | | |
| 2028 | | | | |
| 2029 | | | | |
| 2030 | | | | |
| 2031 | | | | |

\$[6,670,000]* All-Requirements Power Supply Project Refunding Revenue Bonds, Series 2019B (Federally Taxable)

| <u>DUE OCTOBER 1,</u> | <u>PRINCIPAL AMOUNT</u> | <u>INTEREST RATE</u> | <u>PRICE OR YIELD</u> | <u>CUSIP⁽¹⁾</u> |
|---------------------------|-----------------------------|--------------------------|---------------------------|----------------------------|
| 2020 | | | | |
| 2021 | | | | |
| 2022 | | | | |
| 2023 | | | | |

* Preliminary, subject to change.

⁽¹⁾ Copyright, American Bankers Association (the "ABA"). CUSIP data herein are provided by CUSIP Global Services, operated on behalf of the ABA by CUSIP Global Services, which is managed on behalf of the ABA by S&P Global Market Intelligence, a division of S&P Global Inc. The CUSIP numbers listed above are being provided solely for the convenience of Holders of the Offered Securities only at the time of issuance of the Offered Securities and FMPA, and the Underwriters do not make any representation with respect to such numbers or undertake any responsibility for their accuracy now or at any time in the future. The CUSIP number for a specific maturity is subject to being changed after the issuance of the Offered Securities as a result of various subsequent actions including, but not limited to, a refunding in whole or in part of such maturity or as a result of the procurement of secondary market portfolio insurance or other similar enhancement by investors that is applicable to all or a portion of certain maturities of the Offered Securities.

FLORIDA MUNICIPAL POWER AGENCY

Operational Offices
8553 Commodity Circle
Orlando, Florida 32819
(407) 355-7767
Facsimile: (850) 297-2014

OFFICERS OF THE EXECUTIVE COMMITTEE

Howard McKinnon, Chairperson
Lynne Tejeda, Vice Chairperson

PARTICIPANTS IN THE PROJECT

City of Bushnell
City of Clewiston
City of Fort Meade
Fort Pierce Utilities Authority
City of Green Cove Springs
Town of Havana
City of Jacksonville Beach
Utility Board of the City of Key West, Florida
Kissimmee Utility Authority
City of Lake Worth
City of Leesburg
City of Newberry
City of Ocala
City of Starke

MANAGEMENT

Jacob A. Williams, General Manager and CEO
Jody Lamar Finklea, Esquire, General Counsel and CLO
Linda S. Howard, CPA, CTP, Chief Financial Officer
Ken Rutter, Chief Operating Officer
Carol Chinn, Chief Information Security Officer
Mark T. McCain, Assistant General Manager of Public Relations and Member Services
Richard Popp, Treasurer and Risk Director
Jason Wolfe, Financial Planning, Rates & Budget Director
Danyel Sullivan-Marrero, Controller

FINANCIAL ADVISOR

Dunlap & Associates, Inc.
Orlando, Florida

BOND COUNSEL

Nixon Peabody LLP
New York, New York

TRUSTEE

TD Bank, National Association
Cherry Hill, New Jersey

INDEPENDENT ACCOUNTANTS

Purvis Gray & Company
Ocala, Florida

SWAP ADVISOR

Swap Financial Group
South Orange, New Jersey

No dealer or any other person has been authorized to give any information or to make any representation, other than the information and representations contained herein, in connection with the offering of the Offered Securities and, if given or made, such information or representations must not be relied upon. This Official Statement does not constitute an offer to sell or a solicitation of an offer to buy, nor shall there be any sale of the Offered Securities, to any person in any jurisdiction to whom it is unlawful to make such solicitation, offer or sale. The information and expressions of opinion herein are subject to change without notice, and neither the delivery of this Official Statement nor any sale made hereunder shall create, under any circumstances, any implication that there has been no change in the affairs of FMPA or the Participants since the date hereof.

The information in this Official Statement has been furnished by FMPA and the Participants and includes information obtained from other sources, all of which are believed to be reliable. The purpose of this Official Statement is to provide information to prospective investors in the Offered Securities and is not to be used for any other purpose or relied on by any other person.

This Official Statement contains statements which, to the extent they are not recitations of historical fact, constitute “forward-looking statements.” In this respect, the words “estimate”, “project”, “anticipate”, “expect”, “intend”, “believe” and similar expressions are intended to identify forward-looking statements. A number of factors affecting FMPA’s and the Participants’ business and financial results could cause actual results to differ materially from those stated in the forward-looking statements.

IN CONNECTION WITH THE OFFERING OF THE OFFERED SECURITIES, THE UNDERWRITERS MAY OVERALLOT OR EFFECT TRANSACTIONS THAT STABILIZE OR MAINTAIN THE MARKET PRICES OF SUCH OFFERED SECURITIES AT A LEVEL ABOVE THAT WHICH MIGHT OTHERWISE PREVAIL IN THE OPEN MARKET. SUCH STABILIZING, IF COMMENCED, MAY BE DISCONTINUED AT ANY TIME.

THE OFFERED SECURITIES HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933 NOR HAS THE RESOLUTION BEEN QUALIFIED UNDER THE TRUST INDENTURE ACT OF 1939 IN RELIANCE UPON EXEMPTIONS CONTAINED IN SUCH ACTS.

THE OFFERED SECURITIES HAVE NOT BEEN RECOMMENDED BY ANY FEDERAL OR STATE SECURITIES COMMISSION OR REGULATORY AUTHORITY. FURTHERMORE, THE FOREGOING AUTHORITIES HAVE NOT CONFIRMED THE ACCURACY OR DETERMINED THE ADEQUACY OF THIS DOCUMENT. ANY REPRESENTATION TO THE CONTRARY IS A CRIMINAL OFFENSE. IN MAKING AN INVESTMENT DECISION, INVESTORS MUST RELY ON THEIR OWN EXAMINATION OF THIS OFFICIAL STATEMENT AND THE TERMS OF THE OFFERING, INCLUDING THE MERITS AND RISKS INVOLVED.

The Underwriters have provided the following sentence for inclusion in this Official Statement: The Underwriters have reviewed the information in this Official Statement in accordance with, and as part of, their responsibilities to investors under the federal securities laws as applied to the facts and circumstances of this transaction, but the Underwriters do not guarantee the accuracy or completeness of such information.

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OFFICIAL STATEMENT
of the
FLORIDA MUNICIPAL POWER AGENCY
relating to its
\$[75,425,000]* All-Requirements Power Supply Project
Refunding Revenue Bonds, Series 2019A
and
\$[6,670,000]* All-Requirements Power Supply Project
Refunding Revenue Bonds, Series 2019B (Federally Taxable)

INTRODUCTION

The purpose of this Official Statement (which includes the cover page and appendices hereto) of the Florida Municipal Power Agency (“FMPA” or the “Agency”) is to set forth information concerning FMPA, its Members and its \$[75,425,000]* principal amount of All-Requirements Power Supply Project Refunding Revenue Bonds, Series 2019A (the “Series 2019A Bonds”) and \$[6,670,000]* principal amount of All-Requirements Power Supply Project Refunding Revenue Bonds, Series 2019B (Federally Taxable) (the “Series 2019B Bonds”). The Series 2019A Bonds and the Series 2019B Bonds together are referred to herein as the “Offered Securities.”

This Introduction contains a summary of certain of the information contained in this Official Statement. In order to make an informed decision as to whether to invest in the Offered Securities, a potential investor must read this Official Statement in its entirety.

Capitalized terms not otherwise defined in this Official Statement shall have the meanings set forth in the Appendices to this Official Statement.

Florida Municipal Power Agency

FMPA is a governmental legal entity, organized and existing under (i) Section 163.01 of the Florida Statutes (the “Florida Interlocal Cooperation Act”), (ii) Part II, Chapter 361 of the Florida Statutes (the “Joint Power Act”), and (iii) an interlocal agreement creating FMPA among the 31 members of FMPA (each individually a “Member” and collectively, the “Members”) executed pursuant to the foregoing statutory authority and exercising supplemental authority granted under the Florida Interlocal Cooperation Act or the Joint Power Act, or both (the “Interlocal Agreement”). The Members of FMPA are 31 Florida city commissions, city and town councils, utility commissions, utility authorities and a utility board. Under Florida law, FMPA has authority to undertake and finance specified projects and, among other things, to plan, finance, acquire, construct, reconstruct, own, lease, operate, maintain, repair, improve, extend or otherwise participate jointly in those projects. FMPA has the authority to issue bonds or bond anticipation notes for the purpose of financing or refinancing the costs of these projects. See “FLORIDA MUNICIPAL POWER AGENCY.”

The Project

The All-Requirements Power Supply Project (the “Project” or the “All-Requirements Power Supply Project”) is a power supply project under which FMPA provides to each of the active participating Members (the “Participants”) in the Project their individual All-Requirements Service. See “THE POWER SUPPLY CONTRACTS – Elections of Certain Participants.” For a particular Participant, its “All-Requirements Service” is all of its needed electric power and energy, transmission and associated services, unless limited by a contract rate of delivery, except for certain excluded resources. A Participant purchases its All-Requirements Service pursuant to an All-Requirements Power Supply Project Contract with FMPA (each individually a “Power Supply Contract” and collectively, the “Power Supply Contracts”). See “THE POWER SUPPLY CONTRACTS.”

The power supply assets of the Project include (i) undivided interests in generating facilities that are owned in whole or in part by FMPA; (ii) power supply resources under long-term and short-term contracts of FMPA; (iii) generation assets owned by some of the Participants or in which some Participants have entitlement shares, the

* Preliminary, subject to change.

capacity and energy of which are sold to the Project; and (iv) transmission arrangements. For further description of the Project, see “THE PROJECT.”

Authority for the Offered Securities

The Offered Securities are being issued pursuant to the Florida Interlocal Cooperation Act, the Joint Power Act and Part II, Chapter 166, Florida Statutes (collectively, the “Act”), and the All-Requirements Power Supply Project Revenue Bond Resolution, adopted on March 22, 1985, as amended and restated in its entirety on May 23, 2003, as amended and supplemented, including as supplemented by the Series 2019A Supplemental All-Requirements Power Supply Project Revenue Bond Resolution (Fixed Rate Bonds) authorizing the Series 2019A Bonds and the Series 2019B Supplemental All-Requirements Power Supply Project Revenue Bond Resolution (Fixed Rate Bonds) authorizing the Series 2019B Bonds, each adopted on [____], 2019 (collectively, the “Resolution”).

Purpose of the Offered Securities

The proceeds of the Series 2019A Bonds will be used, together with other available funds of the Agency, to (i) currently refund all of FMPA’s outstanding All-Requirements Power Supply Project Variable Rate Demand Refunding Revenue Bonds, Series 2008C, (ii) pay the costs of terminating existing interest rate swap agreements associated with such bonds and (iii) pay the costs of issuance of the Series 2019A Bonds.

The proceeds of the Series 2019B Bonds will be used, together with other available funds of the Agency, to (i) currently refund all of FMPA’s outstanding All-Requirements Power Supply Project Revenue Bonds, Series 2013A (Taxable) and (ii) pay the costs of issuance of the Series 2019B Bonds.

See “PLAN OF FINANCE.”

Outstanding Indebtedness

Following debt service payments to be made on October 1, 2019, for which moneys have already been deposited with the Trustee, FMPA will have \$788,968,000 principal amount of Bonds outstanding in the following amounts with respect to the Project:

| | |
|--------------|---|
| \$57,790,000 | All-Requirements Power Supply Project Refunding Revenue Bonds, Series 2018A (the “Series 2018A Bonds”) |
| 69,625,000 | All-Requirements Power Supply Project Refunding Revenue Bonds, Series 2017A (the “Series 2017A Bonds”) |
| 52,925,000 | All-Requirements Power Supply Project Refunding Revenue Bonds, Series 2017B (Federally Taxable) (the “Series 2017B Bonds”) |
| 424,120,000 | All-Requirements Power Supply Project Refunding Revenue Bonds, Series 2016A (the “Series 2016A Bonds”) |
| 98,790,000 | All-Requirements Power Supply Project Revenue Bonds, Series 2015B (the “Series 2015B Bonds”) |
| 6,615,000* | All-Requirements Power Supply Project Revenue Bonds, Series 2013A (Taxable) (the “Series 2013A Bonds”) |
| 79,103,000* | All-Requirements Power Supply Project Variable Rate Demand Refunding Revenue Bonds, Series 2008C (the “Series 2008C Bonds”) |

* The Agency expects to use a portion of the proceeds of the Offered Securities, together with other available funds, to refund the Series 2008C Bonds and the Series 2013A Bonds. See “PLAN OF FINANCE.”

When issued, the Offered Securities together with the Series 2018A Bonds, the Series 2017A Bonds, the Series 2017B Bonds, the Series 2016A Bonds and the Series 2015B Bonds will be parity senior lien bonds and, together with all additional senior lien bonds on a parity therewith issued in the future (the “Additional Bonds”), are called the “Bonds.”

Additional Bonds

FMPA may, upon compliance with certain terms and conditions set forth in the Resolution, issue additional parity senior lien bonds in an unlimited amount, subject to the conditions specified in the Resolution, for the purpose of providing additional funds to finance costs incurred by FMPA in connection with the Project, including developmental costs, costs of acquisition and construction of additional power supply resources, operating costs and retirement costs. See “THE PROJECT – Future Power Supply” for a discussion of future additional power supply resources. The Resolution also authorizes the issuance of Additional Bonds to refund outstanding Bonds under the conditions specified in the Resolution.

Subordinated Indebtedness

The Resolution authorizes FMPA to incur subordinated indebtedness (“Subordinated Debt”) in an unlimited amount for any lawful purpose of FMPA related to the Project. All Subordinated Debt will be subordinate as to security and source of payment to the Bonds, including all Additional Bonds.

FMPA maintains two lines of credit that constitute Subordinated Debt and that are outstanding to pay operating and maintenance costs, including posting collateral as may be required by fuel and interest rate hedges. One line of credit is a revolving credit agreement with JPMorgan Chase Bank, National Association (the “JPMorgan Revolving Credit Agreement”) in the principal amount of \$75 million. It is expected that as of October 1, 2019, \$5 million will have been drawn under the JPMorgan Revolving Credit Agreement. The JPMorgan Revolving Credit Agreement expires on July 1, 2020.

FMPA’s second line of credit is a revolving credit agreement with Wells Fargo Bank, N.A. in the principal amount of \$25 million (the “Wells Line of Credit”). It is expected that as of October 1, 2019, nothing will be drawn under the Wells Line of Credit. The Wells Line of Credit expires on November 1, 2020.

The interest rates on amounts drawn under the JPMorgan Revolving Credit Agreement and the Wells Line of Credit will be LIBOR-based interest rates or alternatively interest rates based off of the greater of a prime rate or federal funds based-rate calculation. The United Kingdom’s Financial Conduct Authority, a regulator of financial services firms and financial markets in the U.K., has stated that they will plan for a phase out of LIBOR with a target end to the indices in December 2021. It is not known at this time what the alternate rate replacing LIBOR under the JPMorgan Revolving Credit Agreement or under the Wells Line of Credit will be. Under the JPMorgan Revolving Credit Agreement, the parties will endeavor to reach agreement on an alternate rate and under the Wells Line of Credit, the rate may be based off another recognized source of interbank quotation determined by Wells Fargo Bank, N.A.

Trustee

TD Bank, National Association, Cherry Hill, New Jersey, is the Trustee under the Resolution for all debt issued for the Project under the Resolution, including all Bonds.

Payments under the Power Supply Contracts

The Power Supply Contracts provide for payments by the Participants of amounts sufficient to pay debt service on all Bonds, including the Offered Securities, and Subordinated Debt and all other payments required by the Resolution, such as operation and maintenance costs of the Project and deposits to reserves. See “THE POWER SUPPLY CONTRACTS.”

Security for the Offered Securities

The Offered Securities are direct and special obligations of FMPA payable solely from and secured solely by a pledge and assignment of (i) the proceeds of the sale of the Offered Securities, (ii) all right, title and interest of FMPA in, to and under the Power Supply Contracts, (iii) the Revenues (as defined in the Resolution), and (iv) all funds established by the Resolution including the investment income, if any, thereof, subject only to the provisions of the Resolution permitting the application thereof for the purposes and on the terms and conditions set forth in the Resolution.

FMPA has covenanted in the Resolution to fix, charge and collect rates and charges for the sale of the output of the Project to generate revenues in each year in an amount (with other available funds of FMPA) sufficient to pay all of FMPA's costs and expenses of the Project for that year, including Project operation and maintenance costs and all debt service on all Bonds and Subordinated Debt for that year.

Each Participant has agreed in its Power Supply Contract to fix, charge and collect rates and charges for the services of its electric or integrated utility system in each year sufficient to pay costs and expenses of its utility system for that year, including all amounts payable to FMPA under its Power Supply Contract for that year.

There is no Debt Service Reserve Requirement for the Offered Securities.

See "SECURITY AND SOURCES OF PAYMENT FOR THE OFFERED SECURITIES."

Major Participants

Attached hereto as APPENDIX B is certain information for the following four Participants – Kissimmee Utility Authority ("KUA"), City of Ocala ("Ocala"), City of Jacksonville Beach, doing business as Beaches Energy Services ("Jacksonville Beach") and Utility Board of the City of Key West, Florida, doing business as Keys Energy Services ("Key West") – each of which provided to FMPA at least 10.0% of the revenues from the Project in fiscal year 2018. These four Participants are referred to in this Official Statement as the "Major Participants." See also "THE POWER SUPPLY CONTRACTS – Elections of Certain Participants."

Based on current power supply needs of the other Participants, no additional Participants account for 10% or more of the Agency's revenues from the Project. The aggregate payments to FMPA by the Major Participants with respect to the Project as of September 30, 2018 were approximately 73.04% of all revenues of the Project. As the revenues provided to the Project by each Participant change from time to time, the Participants that make up the top revenue-providing Participants may also change. See "THE POWER SUPPLY CONTRACTS – Elections of Certain Participants."

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Participant's Fiscal Year 2018 Power Supply and Revenue Share

| Member | MW ⁽¹⁾ | % of 2018 Revenues |
|--|-------------------|-----------------------|
| Kissimmee Utility Authority | 363 | 26.53% |
| City of Ocala | 297 | 24.22 |
| City of Jacksonville Beach | 214 | 13.14 |
| Utility Board of the City of Key West, Florida | 145 | 11.87 |
| City of Leesburg | 115 | 9.02 |
| Fort Pierce Utilities Authority | 112 | 8.24 |
| City of Green Cove Springs | 31 | 1.93 |
| City of Clewiston | 25 | 1.66 |
| City of Starke | 17 | 1.06 |
| City of Fort Meade | 12 ⁽²⁾ | 0.69 |
| City of Newberry | 10 | 0.69 |
| City of Bushnell | 7 | 0.51 |
| Town of Havana | 7 | 0.44 |
| City of Lake Worth | 0 ⁽³⁾ | 0.00 |
| City of Vero Beach | 0 ⁽⁴⁾ | 0.00 |
| Total: | <u>1,355</u> | <u>100.00%</u> |

⁽¹⁾ Participants' non-coincident peak demand in fiscal year 2018 (rounded) that is served from the Project. This amount includes demand served by excluded resources.

⁽²⁾ Fort Meade has elected to limit its All-Requirements Service, as permitted in Section 3 of its Power Supply Contract, to a CROD. The limitation commenced January 1, 2015. Based on Fort Meade's usage between December 2013 and November 2014, the Executive Committee took action in December 2014 to set Fort Meade's CROD at 10.306 MW, which was the initially established maximum hourly obligation through the remaining term of Fort Meade's Power Supply Contract. Concurrently with its notice of the CROD limitation, Fort Meade gave FMPA notice pursuant to Section 2 of the Power Supply Contract to discontinue the automatic renewal of the term of its Power Supply Contract. The term of Fort Meade's Power Supply Contract is now fixed and will terminate on October 1, 2041. In 2018, Fort Meade approved a supplemental power sales agreement with the Project, for a minimum of 10 years, such that the Project will provide capacity and energy to Fort Meade as if Fort Meade had not effectuated CROD. Commensurate with this agreement, the FMPA Executive Committee adjusted Fort Meade's CROD downward to 9.009 MW, in accordance with the Power Supply Contract. The agreement may be extended beyond the initial 10-year term.

⁽³⁾ The City of Lake Worth has elected under the Power Supply Contract to exercise its right to modify its All-Requirements Power Supply Project participation and implement a CROD, which limitation, pursuant to the terms of its Power Supply Contract, has been calculated as 0 MW. See "THE POWER SUPPLY CONTRACTS – Contract Rate of Delivery." While the City of Lake Worth remains a participant in the Project, effective January 1, 2014, it no longer purchases capacity and energy from the Project and no longer has a representative on the Executive Committee.

⁽⁴⁾ The City of Vero Beach ("Vero Beach") elected under its Power Supply Contract to exercise its right to modify its All-Requirements Power Supply Project participation and implement a CROD, which limitation, pursuant to the terms of its Power Supply Contract, has been calculated as 0 MW. See "THE POWER SUPPLY CONTRACTS – Contract Rate of Delivery (CROD)." Effective January 1, 2010, Vero Beach no longer purchased capacity and energy from the All-Requirements Power Supply Project and no longer had a representative on the Executive Committee. On December 17, 2018, Vero Beach completed the sale of its electric utility system to Florida Power & Light Company ("FPL") and withdrew as a member of FMPA and as a participant in the All-Requirements Power Supply Project, and transferred and assigned to FMPA, with respect to the All-Requirements Power Supply Project, the power sales and project support contracts between Vero Beach and FMPA relating to each of the Stanton Project, Stanton II Project and St. Lucie Project, as amended. See "THE POWER SUPPLY CONTRACTS – Withdrawal of Vero Beach" for additional information regarding the withdrawal of Vero Beach as a participant in the All-Requirements Power Supply Project and as a member of FMPA.

DESCRIPTION OF THE OFFERED SECURITIES

General

The following is a summary of certain provisions of the Offered Securities. Reference is made to the Offered Securities themselves for the complete text thereof and to the Resolution, and the discussion herein is qualified by such references.

The Offered Securities will be dated the date of delivery thereof and will bear interest from such date payable semiannually on April 1 and October 1 of each year, commencing April 1, 2020, until the principal amount is paid. The Offered Securities shall mature on October 1 in the years and principal amounts and bear interest at the rates per annum set forth on the inside cover page of this Official Statement. Interest on the Offered Securities will be computed on the basis of a 360-day year consisting of twelve 30-day months.

The Offered Securities are issuable only as fully registered bonds in authorized denominations of \$5,000 or any integral multiple thereof. The Offered Securities will be registered in the name of Cede & Co., as Bondholder and Securities Depository Nominee of The Depository Trust Company, New York, New York. Individual purchases will be made in book-entry only form through DTC Participants. So long as the Offered Securities are registered in the name of Cede & Co., principal of, and interest on, the Offered Securities will be paid to Cede & Co. as the registered owner. See APPENDIX F – “BOOK-ENTRY-ONLY SYSTEM.”

No Redemption

The Offered Securities are not subject to redemption prior to maturity.

PLAN OF FINANCE

The proceeds of the Series 2019A Bonds, together with other available funds of FMPA, will be used to (i) currently refund all of the outstanding Series 2008C Bonds outstanding in the principal amount of \$[_____], (ii) pay the costs of terminating four existing interest rate swap agreements associated with the Series 2008C Bonds (together, the “2008C Swap Agreements”) and (iii) pay the costs of issuance of the Series 2019A Bonds.

The proceeds of the Series 2019B Bonds, together with other available funds of FMPA, will be used to (i) currently refund all of the outstanding Series 2013A Bonds (together with the Series 2008C Bonds, the “Refunded Bonds”) outstanding in the principal amount of \$[_____] and (ii) pay the costs of issuance of the Series 2019B Bonds.

A portion of the proceeds of the Series 2019A Bonds and the Series 2019B Bonds will be used, together with other available funds of FMPA, to redeem the Refunded Bonds on or about the date of issuance of the Offered Securities, at a redemption price of 100% of the principal amount to be redeemed plus accrued interest to the date of redemption.

Certain terms of the 2008C Swap Agreements are described herein under “RISK MANAGEMENT – Interest Rate Swaps.” FMPA expects to terminate the 2008C Swap Agreements on the date of pricing of the Series 2019A Bonds, at which time the costs for terminating the 2008C Swap Agreements will be established. On the date of issuance of the Series 2019A Bonds, FMPA expects to use a portion of the proceeds of the Series 2019A Bonds to pay the costs of terminating the 2008C Swap Agreements to the counterparties (such costs are referred to herein as the “Termination Payments”).

ESTIMATED SOURCES AND USES OF FUNDS

The following table sets forth the estimated sources and uses of funds for the Offered Securities:

| Sources | Series 2019A Bonds | Series 2019B Bonds |
|--|-----------------------------|-----------------------------|
| Principal Amount | | |
| Original Issue Premium | | |
| Funds of FMPA | | |
| Total | <u> </u> | <u> </u> |
| Uses | | |
| Redemption of Refunded Bonds | | |
| Termination Payments for 2008C Swap Agreements | | |
| Costs of Issuance ⁽¹⁾ | <u> </u> | <u> </u> |
| Total | <u> </u> | <u> </u> |

⁽¹⁾ Including, but not limited to, the fees and expenses of attorneys, accountants and advisors, printing expenses and underwriters’ discount.

DEBT SERVICE REQUIREMENTS

The following schedule shows the debt service requirements for the Offered Securities and the other Outstanding Bonds for the Project following debt service payments to be made on October 1, 2019:

| Period Ending October 1, | Debt Service on Outstanding Bonds ⁽¹⁾ | Series 2019A Bonds Debt Service | | Series 2019B Bonds Debt Service | | Aggregate Debt Service on All Bonds |
|--------------------------------|--|------------------------------------|----------|------------------------------------|----------|---|
| | | Principal | Interest | Principal | Interest | |
| 2020 | | | | | | |
| 2021 | | | | | | |
| 2022 | | | | | | |
| 2023 | | | | | | |
| 2024 | | | | | | |
| 2025 | | | | | | |
| 2026 | | | | | | |
| 2027 | | | | | | |
| 2028 | | | | | | |
| 2029 | | | | | | |
| 2030 | | | | | | |
| 2031 | | | | | | |
| 2032 | | | | | | |
| 2033 | | | | | | |
| 2034 | | | | | | |
| 2035 | | | | | | |
| Total: | | | | | | |

Totals may not add due to rounding.

⁽¹⁾ Includes debt service on the Refunded Bonds, which are expected to be refunded with a portion of the proceeds of the Offered Securities. Interest on the Series 2008C variable rate bonds which are hedged with an interest rate swap is calculated at the respective fixed swap rates for the swaps relating to a particular series of bonds. Interest on the Series 2013A Bonds is calculated at an assumed interest rate of 3.00%. See “RISK MANAGEMENT – Interest Rate Swaps” for swap information on the Series 2008C variable rate bonds. Debt service on the Series 2008C Bonds does not include remarketing or liquidity fees payable under the respective third-party agreements.

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SECURITY AND SOURCES OF PAYMENT FOR THE OFFERED SECURITIES

Pledge Under the Resolution

The principal of and premium, if any, and interest on all Bonds issued under the Resolution, including the Offered Securities and any Additional Bonds hereafter issued and any Parity Debt are payable solely from and secured as to payment of the principal and Redemption Price thereof, and interest thereon, in accordance with their terms and the provisions of the Resolution solely by (i) proceeds of the sale of the Offered Securities, (ii) all right, title and interest of FMPA in, to and under the Power Supply Contracts, (iii) the Revenues and (iv) all funds established by the Resolution including investment income, if any, thereon, subject only to the provisions of the Resolution permitting the application thereof for the purposes and on the terms and conditions set forth in the Resolution.

The Offered Securities are direct and special obligations of FMPA payable solely out of the Revenues and other funds pledged thereto under the Resolution as described above. Neither the State of Florida nor any political subdivision thereof nor any city or other entity which is a Member of FMPA, other than FMPA, is obligated to pay the principal of and premium, if any, and interest on the Offered Securities, and neither the faith and credit nor the taxing power of the State of Florida or any political subdivision thereof or of any city or other entity is pledged to the payment of the principal of and premium, if any, and interest on the Offered Securities. FMPA has no taxing power. FMPA may issue Additional Bonds on a parity basis with the Offered Securities pursuant to the Resolution.

For a more extensive discussion of the terms and provisions of the Resolution, the levels at which the funds and accounts established thereby are to be maintained and the purposes to which moneys in such funds and accounts may be applied, see APPENDIX D – “SUMMARY OF CERTAIN PROVISIONS OF THE RESOLUTION AND THE POWER SUPPLY CONTRACTS.”

Rates

FMPA has covenanted in the Resolution to fix, establish, maintain and collect rents, rates, fees and charges under the Power Supply Contracts and to otherwise charge and collect rents, rates, fees and charges for the use or the sale of the output, electric capacity and energy or service of the System which, together with other available Revenues, are reasonably expected to yield Net Revenues for the twelve-month period commencing with the effective date of such rents, rates, fees and charges which shall be equal to at least the Aggregate Debt Service for such period and, in any event, as shall be required, together with other available funds, to pay or discharge all other indebtedness, charges and liens whatsoever payable out of Revenues under the Resolution, excluding from Aggregate Debt Service for purposes of the foregoing any Principal Installment which is a Refundable Principal Installment and which FMPA intends to pay from sources other than Revenues.

Each Participant is required by the terms of its respective Power Supply Contract to establish, levy and collect rents, rates and other charges for the products and services provided by its electric or integrated utility system, which rents, rates and other charges shall be at least sufficient (i) to meet the operation and maintenance expenses of such electric or integrated utility system, (ii) to comply with all covenants pertaining thereto contained in, and all other provisions of, any resolution, trust indenture, or other security agreement relating to any bonds or other evidences of indebtedness issued or to be issued by the Participant, (iii) to generate funds sufficient to fulfill the terms of all other contracts and agreements made by the Participant, including, without limitation, its Power Supply Contract, and (iv) to pay all other amounts payable from or constituting a lien or charge on the revenues of its electric or integrated utility system.

The Florida Public Service Commission (“PSC”) and the Florida Supreme Court have determined that, except as to rate structure, the PSC does not have jurisdiction over municipal electric utility rates, including those of the Participants. The PSC has not asserted any jurisdiction over the rates or rate structure of FMPA.

See “RISK MANAGEMENT – Rate Setting.”

All-Requirements Power Supply Contracts

The Power Supply Contracts provide for payments by the Participants of amounts sufficient to pay debt service on all Bonds (including the Offered Securities) and Subordinated Debt, and all other payments required by

the Resolution, such as operation and maintenance costs of the Project and deposits to reserves. See “THE POWER SUPPLY CONTRACTS” and “THE PROJECT – Member Contributed Resources.”

Additional Bonds

FMPA may, upon compliance with certain terms and conditions set forth in the Resolution, issue additional bonds for the purpose of (i) providing additional funds to finance costs incurred by FMPA in connection with the Project, including developmental costs, costs of acquisition and construction of additional power supply resources, operating costs and retirement costs and (ii) refunding any of the Bonds then outstanding under the Resolution.

Flow of Funds Under the Resolution

Pursuant to the Resolution, all Revenues are deposited with FMPA to the credit of the Revenue Fund. Each month funds are to be transferred from the Revenue Fund in the following amounts and in the order of priority set forth below:

First, to the Operation and Maintenance Fund held by FMPA (i) for credit to the Operation and Maintenance Account in the amount, if any, required so that the balance credited to said Account equals the amount estimated to be necessary for the payment of Operation and Maintenance Expenses for the succeeding month, (ii) for credit to the Working Capital Account in the amount, if any, required so that the balance credited to said Account equals the amount budgeted therefor, and (iii) for credit to the Rate Stabilization Account Reserve in the amount, if any, required so that the balance credited to said Account equals the amount so budgeted therefor;

Second, to the Debt Service Fund held by the Trustee for credit to the Debt Service Account, the amount required so that the balance in such Account (excluding capitalized interest on deposit therein in excess of the amount thereof to be applied to pay interest accrued and to accrue on all outstanding Bonds for the period) shall equal the Accrued Aggregate Debt Service;

Third, to reimburse each Reserve Account Credit Facility Provider for any amounts advanced under its Reserve Account Credit Facility;

Fourth, to the Debt Service Fund held by the Trustee for credit to each subaccount of the Debt Service Reserve Account, the amount required for such subaccount to equal the Debt Service Reserve Requirement;

Fifth, to the Subordinated Debt Fund maintained and held as determined by the Supplemental Resolution, the amount, if any, required to pay principal or sinking fund installments of or premium, if any, and interest on each issue of Subordinated Debt and reserves therefor, as required by the Supplemental Resolution authorizing such issue of Subordinated Debt;

Sixth, for credit to the Reserve and Contingency Fund maintained and held by FMPA (i) for credit to the Renewal and Replacement Account, the amount budgeted therefor and (ii) for credit to the Contingency Account, the amount required for such account to equal the Contingency Requirement;

Seventh, for credit to the Decommissioning Fund, if one has been established pursuant to the Resolution, the amount budgeted for credit to such fund for the month, if any; and

Eighth, for credit to the General Reserve Fund maintained and held by FMPA, the remaining balance, if any, of moneys in the Revenue Fund.

Debt Service Reserve

There is no Debt Service Reserve Requirement for the Offered Securities.

THE POWER SUPPLY CONTRACTS

Introduction

Each Participant in the Project has entered into a Power Supply Contract with FMPA. Subject to the early withdrawal of a Participant from the Project, as discussed below, each Power Supply Contract had an initial term of at least 30 years. Each year, each Participant's Power Supply Contract is automatically extended for one additional year so that it will always have a term of at least 30 years unless a Project Participant affirmatively elects, upon one year's prior notice to FMPA, not to continue to automatically extend the Power Supply Contract. Except for the Power Supply Contracts with respect to Starke, Green Cove Springs and Fort Meade, as described below under "– Elections of Certain Participants," the Power Supply Contracts will remain in effect until at least October 1, 2049.

Purchase and Sale

Under the Power Supply Contract with a particular Participant, FMPA agrees to sell and deliver to that Participant, and that Participant agrees to purchase and take from FMPA, that Participant's "All-Requirements Service." For a particular Participant, its All-Requirements Service is all of its needed electric power and energy, transmission and associated services (unless limited by a CROD, as described under "– Contract Rate of Delivery (CROD)" below) other than energy supplied by resources excluded by the Power Supply Contract, which consist of entitlement shares in the St. Lucie Project ("Excluded Power Supply Resources"). If and to the extent that such Participant has any Excluded Power Supply Resources, FMPA agrees to sell and deliver to such Participant and such Participant agrees to purchase and receive from FMPA generating backup and support services for such Excluded Power Supply Resources including reserves, deficiency energy, transmission losses and firming capacity associated with the delivery of the Excluded Power Supply Resources or the replacement thereof and any associated transmission and dispatching services (the "Back-up and Support Services").

Payments under Power Supply Contracts

Payments made under the Power Supply Contracts are payable solely from the Participants' electric or integrated utility system revenues. Payments by a Participant under its Power Supply Contract are operating expenses of the Participant's electric or integrated utility system, payable on parity with the system's operation and maintenance expenses and before debt service on each Participant's senior and subordinated debt.

The Power Supply Contracts may not be amended, terminated or modified in any manner which will materially adversely affect the security for the Offered Securities.

See APPENDIX D – "SUMMARY OF CERTAIN PROVISIONS OF THE RESOLUTION AND THE POWER SUPPLY CONTRACTS – Summary of Certain Provisions of the All-Requirements Power Supply Contracts." See also "STATE REGULATORY OVERSIGHT" herein and "– Elections of Certain Participants" below.

Early Termination of a Power Supply Contract

A Participant may, but only upon satisfaction of the conditions described below, terminate its Power Supply Contract by written notice given at least three years prior to the intended Withdrawal Date (which date must be a September 30). Any such notice by the Participant shall be irrevocable.

The conditions which must be satisfied before any such withdrawal may occur include: (i)(a) payment by the withdrawing Participant of an amount in cash equal to the amount necessary to call a percentage of Bonds and Subordinated Debt equal to the withdrawing Participant's share of the current total energy load of the Project plus (b) the payment of the present value of all additional costs FMPA determines at its sole discretion may be incurred as a result of such withdrawal; (ii) the obtaining of any required approval of any credit facility providers if any Bonds and Subordinated Debt are then secured by a credit facility; (iii) the confirmation of then effective ratings on any Bonds and Subordinated Debt not secured by a credit facility and rated by a national rating agency; and (iv) a determination by bond counsel for FMPA that such withdrawal does not adversely affect the exclusion from gross income for Federal tax purposes of and/or the State of Florida tax exemption of interest on outstanding or future Bond and Subordinated Debt. Within 180 days after the first anniversary of the Withdrawal Date and annually thereafter for the remaining term of the withdrawing Participant's Power Supply Contract, FMPA will reimburse the Participant in an amount equal to the additional benefits, if any, actually received by FMPA during such preceding

year as a result of the withdrawal from the Project by the Participant as solely determined by FMPA. The net amount of such payments by FMPA to the Participant shall not exceed 90% of the payment made by the Participant to FMPA under clause (i)(b) above.

See APPENDIX D – “SUMMARY OF CERTAIN PROVISIONS OF THE RESOLUTION AND THE POWER SUPPLY CONTRACTS.”

Contract Rate of Delivery (CROD)

Effective on any January 1 upon at least five years’ prior written notice to FMPA prior to that January 1, a Participant may limit the maximum amount of electric capacity and energy required as All-Requirements Service for the remainder of the term of its Power Supply Contract so as not to exceed the Contract Rate of Delivery (“CROD”). The CROD is the peak demand of a Participant for electric capacity and energy as All-Requirements Service under the Power Supply Contract during the twelve-month period preceding the date one month prior to the date that such limitation shall become effective, adjusted up or down by FMPA by not more than 15%, so as to provide optimal utilization of the FMPA power supply resources, such adjustment to be made by FMPA in its sole discretion, and subject to certain other reductions relating to capacity available from the Participant’s own generating facilities and from contractual arrangements under which the Participant is entitled to receive capacity and energy, including contracts relating to other FMPA projects. As discussed below, each of Vero Beach (prior to its withdrawal from the Project and as a member of FMPA), Lake Worth and Fort Meade has limited its obligations under its respective Power Supply Contract to a CROD that became effective January 1, 2010, January 1, 2014 and January 1, 2015, respectively. In the case of Lake Worth, the CROD is zero. For the City of Fort Meade, the CROD is now 9.009 MW. Additionally, Green Cove Springs has notified FMPA of its intent to limit its obligations under its Power Supply Contract to a CROD to be effective January 1, 2020 (see “THE POWER SUPPLY CONTRACTS – Elections of Certain Participants – *Green Cove Springs*”). Prior to Vero Beach’s withdrawal from the Project and as a member of FMPA, the CROD for Vero Beach was zero.

Generally, because the calculation of a Participant’s CROD involves reducing a Participant’s peak demand for a period by that Participant’s other power generating capacity, including capacity from FMPA’s other projects, a Participant must have other capacity equal to or greater than its peak demand to achieve a 0 MW CROD. Lake Worth achieved a 0 MW CROD. Currently, no other Participant is expected to be able to achieve such a 0 MW CROD based upon each Participant’s current and forecasted demands and available capacity for each Participant. Additionally, KUA and Key West have each waived their rights to limit their capacity and energy taken from the Project to a CROD. See also “THE POWER SUPPLY CONTRACTS – Elections of Certain Participants.”

Elections of Certain Participants

Green Cove Springs. Green Cove Springs has notified FMPA of its election to limit its All-Requirements Service, as permitted in Section 3 of the Power Supply Contract, to a CROD. Beginning January 1, 2020, and continuing for the term of the Power Supply Contract, the Project will serve Green Cove Springs with a maximum hourly obligation to be calculated in December 2019. In 2019, Green Cove Springs approved a supplemental power sales agreement with the Project, for a minimum of 10 years, such that the Project will provide capacity and energy to Green Cove Springs as if Green Cove Springs had not effectuated a CROD. The agreement may be extended beyond the initial 10-year term. Green Cove Springs has also given FMPA notice pursuant to Section 2 of the Power Supply Contract that the term of its contract will not automatically renew each year and the term of Green Cove Springs’ Power Supply Contract is now fixed and will terminate on October 1, 2037.

Starke. In 2003, Starke gave FMPA notice of its election to not continue the automatic extension of the term of its Power Supply Contract, under Section 2 of its Power Supply Contract. Upon the expiration of the term of its Power Supply Contract with the Agency on October 1, 2035, Starke will no longer be a Participant in the All-Requirements Power Supply Project.

Fort Meade. Fort Meade has elected to limit its All-Requirements Service, as permitted in Section 3 of its Power Supply Contract, to a CROD. The limitation commenced January 1, 2015. Based on Fort Meade’s usage between December 2013 and November 2014, the Executive Committee took action in December 2014 to set Fort Meade’s CROD at 10.306 MW, which is the maximum hourly obligation through the remaining term of Fort Meade’s Power Supply Contract. In 2018, Fort Meade approved a supplemental power sales agreement with the All-Requirements Power Supply Project, for a minimum of 10 years, such that the All-Requirements Power Supply Project will provide capacity and energy to Fort Meade as if Fort Meade had not effectuated CROD. Commensurate

with this agreement, the FMPA Executive Committee adjusted Fort Meade's CROD downward to 9.009 MW, in accordance with the Power Supply Contract. The agreement may be extended beyond the initial 10-year term.

Concurrently with its notice of the CROD limitation, Fort Meade gave FMPA notice pursuant to Section 2 of the All-Requirements Power Supply Contract to discontinue the automatic renewal of the term of its Power Supply Contract. The term of Fort Meade's Power Supply Contract is now fixed and will terminate on October 1, 2041.

Lake Worth. Lake Worth has elected to limit its All-Requirements Service to a CROD, as permitted by the Power Supply Contract. The limitation commenced January 1, 2014. The CROD was determined to be 0 MW. Additionally, effective January 1, 2014, the Capacity and Energy Sales Contract between Lake Worth and FMPA terminated. See "Contract Rate of Delivery (CROD)" above. In addition, in conjunction with the withdrawal of Vero Beach from the Project and as a member of FMPA, Lake Worth and FMPA have entered an agreement that FMPA will not attribute any associated costs incurred by FMPA, with respect to the Vero Beach withdrawal from the Project, to Lake Worth as costs for All-Requirements Services for so long as Lake Worth is a 0 MW CROD Participant, and not purchasing electric capacity and energy from the Project.

Vero Beach. Vero Beach previously elected to limit its All-Requirements Service, as permitted in Section 3 of its Power Supply Contract, to a CROD. The limitation commenced January 1, 2010. In December 2009, the amount of capacity and energy that Vero Beach is obligated to purchase under this limitation of its Power Supply Contract was determined to be 0 MW. Additionally, effective January 1, 2010, the Capacity and Energy Sales Contract between Vero Beach and FMPA terminated. See "Contract Rate of Delivery (CROD)" above.

In September 2014, Vero Beach gave notice to FMPA of its election to discontinue the automatic extension of the term of its Power Supply Contract. In the event that Vero Beach did not withdraw from the Project as described below, the term of Vero Beach's Power Supply Contract would have been fixed and would have terminated October 1, 2046.

Withdrawal of Vero Beach

On October 24, 2017, Vero Beach entered into an agreement (the "Sale Agreement") to sell its electric utility system to FPL (the "Sale"). Vero Beach provided notice to FMPA, in accordance with the terms of the Power Supply Contract, that the terms of the Sale require Vero Beach to terminate its Power Supply Contract and withdraw from the Project effective upon the closing of the Sale. In addition, Vero Beach agreed that effective upon the closing of the Sale, subject to the satisfaction of certain conditions precedent (including, but not limited to, the payment to FMPA of approximately \$108 million (subject to adjustment based on the closing date)), Vero Beach would transfer and assign to the All-Requirements Power Supply Project, its power sales and project support contracts, as amended, relating to each of the Stanton Project, Stanton II Project and St. Lucie Project (the "Vero Contracts"). The Vero Contracts constitute a part of the security for bonds issued by FMPA for its Stanton Project, Stanton II Project and St. Lucie Project. The Sale Agreement requires that Vero Beach be fully and completely released and discharged by FMPA from any and all obligations arising from Vero Beach's participation in the All-Requirements Power Supply Project and each of the Stanton Project, Stanton II Project and St. Lucie Project, and generally as to FMPA.

At meetings of each of the FMPA Board of Directors and Executive Committee held on March 21, 2018, the FMPA Board of Directors and Executive Committee unanimously approved the form of the agreements and the taking of certain actions that would enable Vero Beach to withdraw from or transfer and assign its contracts relating to, and be released from all of its obligations to, the All-Requirements Power Supply Project and each of the Stanton Project, Stanton II Project and St. Lucie Project, and FMPA generally. The approvals of the FMPA Board of Directors and Executive Committee followed unanimous approvals given by governing bodies of the 19 member cities of FMPA who are the other participants in the All-Requirements Power Supply Project, Stanton Project, Stanton II Project and St. Lucie Project which consent to such transfer and assignment and complete release and discharge of Vero Beach, after closing of the Sale.

On December 17, 2018, Vero Beach completed the Sale and withdrew as a member of FMPA and as a participant in the Project, transferred and assigned to FMPA, with respect to the Project, its interests as a participant in certain of FMPA's power supply projects. Prior to the Sale, Vero Beach had a 32.521% Power Entitlement Share (21.3 MW) in the Stanton Project, a 16.4887% Power Entitlement Share (17.2 MW) in the Stanton II Project and a 15.202% Power Entitlement Share (13.2 MW) in the St. Lucie Project. Vero Beach no longer purchased energy and

capacity from the Project having elected to modify its participation by implementation of a CROD, which pursuant to contract terms had been calculated at 0 MW, as described above under “Election of Certain Participants – *Vero Beach*.”

In connection with such Sale,

(i) Vero Beach terminated its Power Supply Contract with FMPA in accordance with its terms, which included making a payment to the Project in the amount of \$105,400,000 (including approximately \$30,000,000 pursuant to Section 29 of its Power Supply Contract) pursuant to the applicable contract terms governing withdrawal and termination;

(ii) Vero Beach transferred and assigned to FMPA, with respect to the Project, the Vero Contracts, which Vero Contracts constitute a part of the security for the bonds issued by FMPA for its Stanton Project, Stanton II Project and St. Lucie Project; and

(iii) FMPA and the participants in each of the Stanton Project, Stanton II Project, St. Lucie Project and the Project fully and completely released and discharged Vero Beach from any and all obligations arising from Vero Beach’s participation in each of the Project, the Stanton Project, Stanton II Project and St. Lucie Project, and generally as a member of FMPA pursuant to a general release approved by the Board of Directors.

Status of Certain Generation Units Owned by Participants

KUA. Effective October 1, 2008, the Project entered into a Revised, Amended and Restated Capacity and Energy Sales Contract with KUA whereby the Project has assumed all cost liability and operational management of all KUA-owned generation assets and agreed to pay to KUA agreed-upon fixed annual capacity payments totaling \$342,357,889 over preset periods relating to each asset beginning in fiscal year 2009. On July 1, 2019 the agreement was amended to extend the minimum fixed capacity payment term for Cane Island Units 1 and 2 to 2026, with agreed upon additional payments to be made starting October 1, 2020. As of July 1, 2019, \$144,483,038 of the total fixed payments remain to be paid by FMPA under the agreement. The revised, amended and restated contract provides the Project the right to retire KUA’s generation assets at any time during the term of the contract, without shortening the applicable fixed payment term. Through fiscal year 2020, the fixed annual capacity payment is \$18,993,010, and after fiscal year 2020 payments will vary based on the revised schedule of payments for Cane Island Units 1 and 2. If the Project elects not to retire Cane Island Units 1-3 after the minimum fixed payment period for each unit, payments under the contract will be linked to an agreed-upon capacity price and a calculated service factor that is based on the unit’s average annual usage level over the preceding three years. KUA also waived its right to elect CROD in the revised, amended and restated contract.

Key West. Effective January 1, 2011, the Project entered into a Revised, Amended and Restated Capacity and Energy Sales Contract for Key West whereby the Project has assumed all cost liability and operational management of all Key West-owned generation assets and agreed to pay to Key West \$6.7 million in fixed annual capacity payments of \$670,000 each January 1 from 2011 through 2020 of which \$670,000 will remain to be paid by FMPA as of October 1, 2019. Upon final payment Key West will convey its interest in its generation assets to FMPA. The revised, amended and restated contract provides the Project the right to retire Key West’s generation assets at any time during the term of the contract, without shortening the fixed payment term, subject to the 60% on-island capacity requirement. FMPA is contractually obligated to meet approximately 60% (or lower, as mutually agreed to by FMPA and Key West) of Key West’s weather normalized firm load with on-island generation over the term of the Key West Power Supply Contract, so long as Key West is purchasing its full-requirements from the Project. Key West also waived its right to elect CROD in the revised, amended and restated contract.

RISK MANAGEMENT

General

FMPA has formalized its risk management activities through the creation and adoption by its Board of an Agency-wide risk management program. The FMPA Board initially created a committee in 2002 to oversee the risk management program and evaluate risk matters for FMPA, which role is currently addressed by the Finance Committee, and it has adopted several risk-related policies to guide Agency activities since then. These policies include its Agency-wide risk management, origination, investments, debt, credit, insurance, purchasing, accounting and internal control policies, power supply and resource planning, operations, contract management, human

resources, records and data management, contingency and disaster planning policies. The Executive Committee has also adopted these policies for the Project.

The Treasurer and Risk Director is charged with creating risk management policies, while the Internal Audit group is charged with monitoring compliance and reporting annually to the Finance Committee on the effectiveness of each policy. The Internal Audit group works in conjunction with other Agency departments to provide risk oversight within operational function lines. The Treasurer and Risk Director has the responsibility for FMPA's commercial insurance policies. These policies include: property, workers' compensation, general liability, auto, crime, cyber, professional liability and directors and officers liability.

Natural Gas Supply Hedging

On May 21, 2015, the Executive Committee of the Agency discontinued all fuel hedging programs and made the affirmative decision not to engage in further fuel hedging.

Rate Setting

All Project rates – energy, demand and transmission – have automatic monthly cost adjustments. Tied to its Operating and Maintenance Fund cash position and the cash balance target which is set by Executive Committee policy, the rate process includes a base rate and a cost adjustment factor which is calculated to maintain the Project's cash target, given the cost outlook for the following four months. This billing structure has been in place since 2006. The rate adjustment process is automatic and does not require any action by the Executive Committee. This system increases the speed that over and under recoveries are dealt with through the billing process and tracks costs on a current basis as well as targets the maintenance of an operation and maintenance cash balance at twice that required by the Resolution (two months). The Executive Committee has never stopped or reversed any portion of the automatic rate adjustment process.

Interest Rate Swaps

On May 21, 2015, the Executive Committee of FMPA voted to eliminate consideration of all new interest rate swaps in the future.

As part of its debt management policy, prior to 2015 FMPA used interest rate swap agreements in an effort to lower borrowing costs and reduce the risk of fluctuating interest rates. By entering into interest rate swap agreements that exchanged variable payments for fixed payments, FMPA sought to achieve a lower interest rate than it would have had if it issued fixed rate debt while at the same time producing a more certain liability than it would have had if it had not hedged its variable rate liability. Arrangements made under such interest rate swap agreements do not alter FMPA's obligation to pay principal of and interest on Bonds. Regularly scheduled payments under such interest rate swap agreements are payable on parity with debt service payments on Bonds.

The related series of Bonds of each interest rate swap agreement, notional amount, effective date, fixed rate paid, variable rate received, termination date, and current counterparty are as shown in following table. As described under "PLAN OF FINANCE," it is expected that FMPA will terminate each of the interest rate swap agreements shown below on the date of issuance of the Offered Securities. Upon such termination FMPA will have no interest rate swaps outstanding.

Summary of Interest Rate Swaps Outstanding

| Bonds | Notional Amount (in thousands) | Effective Date | Fixed Rate Paid | Variable Rate Received | Scheduled Termination Date | Current Counterparty |
|---------------------------|-----------------------------------|----------------|-----------------|------------------------|----------------------------|--|
| <i>Series 2008C</i> | \$17,540 | 10/1/2006 | 3.698% | 72% LIBOR | 10/1/2027 | Merrill Lynch Capital Services, Inc. ⁽¹⁾ |
| <i>Series 2008C</i> | \$22,953 | 10/1/2006 | 3.701% | 72% LIBOR | 10/1/2027 | Goldman Sachs Bank USA ⁽²⁾ |
| <i>Series 2008C</i> | \$22,953 | 10/1/2006 | 3.649% | 72% LIBOR | 10/1/2027 | Morgan Stanley Capital Services, Inc. ⁽³⁾ |
| <i>Series 2008C</i> | \$15,656 | 10/1/2006 | 3.737% | 72% LIBOR | 10/1/2035 | Wells Fargo Bank, N.A. ⁽⁴⁾ |
| <i>Series 2008C Total</i> | \$79,103 | | | | | |

⁽¹⁾ Guaranty provided by Bank of America Corp.

⁽²⁾ Goldman Sachs Capital Markets, L.P. pursuant to a merger, has changed its name to Goldman Sachs Bank USA and a guaranty is provided by The Goldman Sachs Group, Inc.

⁽³⁾ Guaranty provided by Morgan Stanley

⁽⁴⁾ As successor to Wachovia Bank, N.A.

Insurance

FMPA maintains commercial insurance that management believes is sufficient to cover applicable risks. FMPA funds a self-insurance account within the general reserve fund for \$2.75 million, which is two times the highest non-storm property deductible. The Cane Island Units and Treasure Coast Energy Center Unit 1 are insured at full replacement value by FM Global. All FMPA's sites are classified as Highly Protected Sites by FM Global and there are no outstanding wind storm recommendations.

Cyber Security

FMPA invests in physical and cyber security protections for its generation assets and corporate cyber security. FMPA has staff dedicated to cyber security. Cyber security protections for FMPA's corporate information technology and generation operations include advanced technologies, best practices, and staff training. Comprehensive penetration tests are periodically performed for both corporate information technology and operations technology. FMPA complies with the applicable North American Electric Reliability Corporation ("NERC") Critical Infrastructure Protection Standards ("CIP Standards"), which provide a cyber security framework for the identification and protection of Bulk Electric System cyber assets.

FLORIDA MUNICIPAL POWER AGENCY

General

FMPA was created on February 24, 1978, in accordance with the provisions of Article VII, Section 10 of the Florida Constitution, the Florida Interlocal Cooperation Act, the Joint Power Act and the Interlocal Agreement as executed by the then Members of FMPA. FMPA may exercise authority under (i) either the Florida Interlocal Cooperation Act of 1969 or the Joint Power Act or (ii) both.

FMPA has authority to plan, finance, acquire, construct, purchase, reconstruct, own, lease, use, share in, operate, maintain, repair, improve, extend or otherwise participate jointly in projects, including projects for the generation and transmission of electricity and to issue bonds or bond anticipation notes for the purpose of financing or refinancing the costs of such projects. See "THE PROJECT" and "OTHER FMPA PROJECTS."

Organization and Management

Effective May 24, 2007, the FMPA Board of Directors reorganized the governance structure of FMPA to give the Project Participants more control over the business and affairs of the Project.

Each of the 31 Members appoints its director to the Board of Directors of FMPA (the “Board”). The Board is FMPA’s governing body generally, except as regards the All-Requirements Power Supply Project. The Board has the responsibility for hiring a General Manager and General Counsel and establishing bylaws, which govern how FMPA operates, and policies which implement such bylaws. The Board also authorizes all non-Project debt issued by FMPA. The Board annually elects a Chairman, a Vice-Chairman, a Secretary and a Treasurer.

The Executive Committee consists of one representative for each Participant, unless a Participant has elected CROD and the CROD is established at less than 15% of the Participant’s demand. The Executive Committee is the governing body of the Project. The Executive Committee elects a Chairperson and Vice Chairperson who are in those roles only with regard to the Executive Committee. The Executive Committee adopts bylaws and has policy making authority and control over all the business and affairs of the Project, including the authorization of Project debt. The Project budget and FMPA agency general budget are developed and approved by the Executive Committee.

The General Manager, General Counsel, Secretary and Treasurer of FMPA serve in their same position for both the Board of Directors and the Executive Committee. The day-to-day operations and expenditures of FMPA for projects other than the Project are controlled by the Board of Directors. Control over the same function for the Project is vested in the Executive Committee. The Executive Committee makes decisions on a one-vote-one-participant basis. A majority vote of a quorum (7 members) present is necessary for the Executive Committee to take action, except that on certain matters (generally (i) rate schedule amendments, (ii) approval of power supply or other contracts with a term of seven years or more, and (iii) any approval requiring the issuance of debt) a supermajority approval of 75% of the votes present is required for action, if requested by two or more members of the Executive Committee.

The following is a brief description of the officers of the Executive Committee, and the principal staff members of FMPA:

Executive Committee Chairperson: HOWARD MCKINNON

Howard McKinnon, CPA, is the Town Manager of the Town of Havana. He serves as the elected Chairperson of FMPA’s Executive Committee for the All-Requirements Power Supply Project. Mr. McKinnon was first elected as Chairperson of the Executive Committee in July 2011. He has been a member of the Executive Committee and FMPA’s Board of Directors since 2006. Mr. McKinnon has served as Town of Havana’s Town Manager since 2006. He joined the Town of Havana as Finance Director in 2005. Mr. McKinnon had previously served eight years as County Manager of Gadsden County, Florida. Mr. McKinnon is active in the Florida Municipal Electric Association and is a past President of the association. He is also active in the American Public Power Association and received the association’s Larry Hobart Seven Hats Award in 2010. The Florida Rural Water Association selected Mr. McKinnon as Manager of the Year in 2012. He is also a member of the American Institute of Certified Public Accountants and the Florida Institute of Certified Public Accountants. Mr. McKinnon holds a bachelor’s degree in finance and a master’s degree in public administration from Florida State University.

Executive Committee Vice Chairperson: LYNNE TEJEDA

Lynne Tejeda is General Manager and CEO of Keys Energy Services. She serves as the elected Vice Chair of both FMPA’s Board of Directors and Executive Committee. Ms. Tejeda was first appointed as her utility’s alternate to FMPA’s Board of Directors in 2005 and has been a member of the Board since 2013. She was first elected Vice Chair of the Executive Committee in December 2014 and has been a member of the Committee since 2005. Ms. Tejeda is also Chair of FMPA’s Conservation and Renewable Energy Advisory Committee, of which she is a founding member. Ms. Tejeda has served as Keys Energy Services’ General Manager and CEO since 2005. She has been employed by the utility since 1989 in positions including Assistant General Manager and Chief Operating Officer. Ms. Tejeda is active in the Florida Municipal Electric Association and is a past President of the association. Ms. Tejeda previously served on the American Public Power Association’s Board of Directors and was the 2013 recipient of the association’s Harold Kramer-John Preston Personal Service Award. She currently serves on the Board of the Key West Chamber of Commerce. Ms. Tejeda holds a bachelor’s degree in journalism from the University of North Carolina at Chapel Hill and a Master of Business Administration from Regis University in Denver, Colorado. She is a Certified Public Manager and a graduate of the Berkeley Executive Leadership Program.

General Manager and CEO of FMPA: JACOB A. WILLIAMS

Jacob A. Williams is General Manager and CEO of FMPA. He has 34 years of experience in the electric utility industry, including both public power and investor owned utilities. Prior to joining FMPA in 2016, Mr. Williams served as Vice President of Global Energy Analytics and Generation Development at Peabody Energy in St. Louis, Missouri. He also was previously with Alliant Energy (formerly Wisconsin Power & Light). Throughout his career, Mr. Williams has served in various positions including energy marketing, trading, integrated resource planning, and generation planning. Mr. Williams holds a bachelor's degree in electrical engineering from the University of Illinois at Urbana-Champaign and a Master of Business Administration from the University of Wisconsin-Madison.

General Counsel and CLO of FMPA: JODY LAMAR FINKLEA, ESQUIRE

Jody Lamar Finklea is General Counsel and Chief Legal Officer for FMPA. Mr. Finklea is a Board appointed officer, responsible for all legal affairs of the Agency, as specified in the Board's by-laws, and he manages FMPA's reliability compliance area. Mr. Finklea joined FMPA in 2001 and has held several positions during his tenure. Most recently, he served as Deputy General Counsel and Manager of Legal Affairs. Mr. Finklea has more than 19 years of experience in municipal utility law. As FMPA's General Counsel, Mr. Finklea also serves as general and regulatory counsel for Florida Municipal Electric Association, Inc. ("FMEA"). Most of FMPA's members are also members of FMEA, so this partnership provides value to both organizations. He holds a bachelor's degree in philosophy from The Catholic University of America in Washington, D.C., a master's degree in public administration from the University of North Florida and a juris doctor degree from Florida State University. Mr. Finklea is admitted to The Florida Bar and is board certified as an expert in city, county and local government law. Mr. Finklea is active in the American Public Power Association ("APPA") and served as the 2017 Chairman of the Legal Section. In 2011, Mr. Finklea was recognized by APPA as a Rising Star in Public Power. He holds a peer review rating as AV-Preeminent by Martindale Hubble.

Chief Financial Officer of FMPA: LINDA S. HOWARD, CPA, CTP

Linda Howard is Chief Financial Officer for FMPA, a position she was promoted to in September 2018. Mrs. Howard joined FMPA as Treasurer in January 2017. Prior to joining FMPA, Mrs. Howard served as Finance Bureau Chief for the Southwest Florida Water Management District where she managed the accounting, budget and procurement functions. For most of her career, Mrs. Howard worked at Orlando Utilities Commission (OUC). Her 25 years at OUC included experience in accounting, auditing and supervisory roles, leading to nine years as the Director of Fiscal Services and then five years as OUC's Treasurer. Mrs. Howard has a bachelor's degree in accounting from the University of Central Florida (UCF) and a Master of Business Administration from UCF. She is a Certified Public Accountant in Florida and a Certified Treasury Professional. Mrs. Howard is active in the Florida Government Finance Officers Association, where she served as President for the 2017-2018 term. In addition, she serves on the Board of the National Association of Black Accountants Greater Orlando Chapter, of which she is a charter member, and she is a member of the Association for Financial Professionals and a member of the Florida Institute of CPAs.

Chief Operating Officer of FMPA: KEN RUTTER

Ken Rutter is Chief Operating Officer for FMPA. Mr. Rutter joined FMPA in March 2019, and he manages the Agency's power resources division. Prior to joining FMPA, Mr. Rutter worked with the Basin Electric Cooperative and Dakota Gasification in Bismarck, North Dakota, where he served for more than six years as senior vice president of marketing and asset management. Among other responsibilities, he led a team that restructured short-term power and natural gas management contracts, as well as created many value enhancements and commercial transactions for Basin and Dakota Gasification. He also spent more than 12 years with Ameren in St. Louis, Missouri, serving in several roles, most notably director of risk management and a short period as an internal auditor. Mr. Rutter has a bachelor's degree in engineering from Purdue University and a Master of Business Administration from Washington University.

Chief Information Security Officer of FMPA: CAROL CHINN

Carol Chinn is Chief Information Security Officer for FMPA. She joined FMPA in July 2013. Ms. Chinn has 38 years of experience in the electric utility industry. Prior to joining FMPA, Ms. Chinn worked with American Transmission Company as the company's Chief Operating Officer. She was also formerly with the Federal Energy Regulatory Commission in the Division of Reliability and was President and Chief Executive Officer at Georgia

Transmission Corp. She began her career with Florida Power & Light. Ms. Chinn serves on the North American Electric Reliability Corporation's Member Representatives Committee and was the Chair in 2013. She is a Board Member of the Transmission Access Policy Study Group and the Florida Reliability Coordinating Council. Ms. Chinn holds a bachelor's degree in environmental engineering from the University of Florida, a bachelor's degree in electrical engineering from the University of Miami and a Master of Business Administration from the University of Florida.

Assistant General Manager of Public Relations and Member Services of FMPA: MARK T. MCCAIN

Mark McCain is Assistant General Manager of Public Relations and Member Services for FMPA. Mr. McCain has 33 years of experience in the municipal electric utility industry. He began his career with FMPA in 1986 as Communication Specialist. He was promoted in 1995 to Public Relations Manager. In 1998, he was given the added responsibilities of public affairs management. Mr. McCain is active in professional associations and has served in various leadership positions for those organizations. He is a long-time member of the Public Relations Society of America (PRSA), the world's largest organization for public relations professionals, and is a past President of the Orlando Regional Chapter of PRSA. He is also an active member of the American Public Power Association (APPA), the service organization for the nation's more than 2,000 publicly owned electric utilities. Mr. McCain has held several leadership positions for APPA's Energy/Customer Service & Communication Section, including Chairman in 1999 and Chairman of the Communications Committee in 1996. Mr. McCain holds a bachelor's degree in journalism from Ohio University.

Treasurer and Risk Director of FMPA: RICHARD POPP, CTP

Richard Popp is Treasurer and Risk Director for FMPA. He previously served as Contract Compliance Audit and Risk Manager. Mr. Popp has 25 years of experience in municipal utility accounting. He began his career with FMPA in 1994 as an accountant, until 1996. After his departure from the Agency, he was employed by Kissimmee Utility Authority for nearly six years as Senior Financial Analyst. Mr. Popp returned to FMPA in April 2002 as Accounting Supervisor. Mr. Popp holds a bachelor's degree in accounting from the University of Central Florida and a master's degree in accounting from Nova Southeastern University.

Financial Planning, Rates & Budget Director of FMPA: JASON WOLFE

Jason Wolfe is Financial Planning, Rates and Budget Director of FMPA. Mr. Wolfe joined FMPA in 2011 and has held several positions during his tenure, including roles in FMPA's System Planning Department and Financial Planning and Analysis Department. Mr. Wolfe has 19 years of experience in the utility industry, including experience working with or for municipal, cooperative and investor-owned utilities. Prior to joining FMPA, he worked 11 years in various roles with R.W. Beck, Inc. (acquired by SAIC in 2009), including as an analyst and as a consultant. He holds a bachelor's degree in business administration, with a concentration in finance, from the University of Central Florida.

Controller of FMPA: DANYEL SULLIVAN-MARRERO, CPA

Danyel Sullivan-Marrero is the Controller at FMPA. She joined FMPA in 2018 and has 25 years of experience in accounting and finance. Prior to joining FMPA, Ms. Sullivan-Marrero worked four years as chief financial officer (CFO) for KENPAT and 11 years as controller/CFO for Hartford South. She holds a bachelor's degree in accounting and a bachelor's degree in marketing, both from Florida Southern University. Ms. Sullivan-Marrero is a Certified Public Accountant in Florida.

THE PROJECT

Introduction

The Participants in the Project are the following 14 Members: Bushnell, Clewiston, Fort Meade, Fort Pierce, Green Cove Springs, Havana, Jacksonville Beach, Key West, Kissimmee, Lake Worth, Leesburg, Newberry, Ocala and Starke. See "THE POWER SUPPLY CONTRACTS – Elections of Certain Participants" and "– Status of Certain Generation Units Owned by Participants" herein. Vero Beach withdrew as a Member of FMPA and as a Participant in the Project in December 2018. See "THE POWER SUPPLY CONTRACTS – Withdrawal of Vero Beach" herein.

FMPA has the responsibility to plan for the Participant's future power supply needs (taking into account circumstances such as elections of Participants to implement a CROD, as described under "THE POWER SUPPLY CONTRACTS – Elections of Certain Participants" herein). FMPA is continually evaluating its power supply resource mix, projecting the Project's future power needs, and seeking cost-effective generation additions. [Inclusive of Project generating facilities owned by FMPA as part of the Project as summarized in the table below under "Project Generating Facilities Owned by FMPA as Part of the Project" and additional Member contributed resources as described below under "Member Contributed Resources," the Project's aggregate generating capacity share on a net summer basis is approximately 1,392 MW, which represents approximately 113% of the Project's delivered summer coincident peak demand in 2017. In addition, load from the Project is served via an excluded resource and two long-term contracts with respect to the Project to purchase power and energy from subsidiaries of NextEra Energy, Inc. While the ownership percentages set forth in the table below did not change as a result of the transfer and assignment of the power entitlement shares of Vero Beach in the Stanton Project, Stanton II Project and St. Lucie Project to the Project, the amount of capacity and energy included in the System from certain of these facilities increased in connection with such withdrawal. See "Purchased Power and Other Contracts" below and "THE POWER SUPPLY CONTRACTS – Withdrawal of Vero Beach."]

Project Generating Facilities Owned by FMPA as Part of the Project

| Name of Unit | In-Service Date | Primary Fuel Source | Net Summer Capability Rating (MWs) | Percentage of Ownership |
|-------------------------------------|------------------------|----------------------------|---|--------------------------------|
| Stanton Unit No. 1 | July 1, 1987 | Coal | 441 | 6.51% |
| Stanton Unit No. 2 | June 1, 1996 | Coal | 450 | 5.17 |
| Stanton Unit A | October 1, 2003 | Natural Gas | 639 | 3.50 |
| Cane Island Unit 1 | January 1, 1995 | Natural Gas | 35 | 50.00 |
| Cane Island Unit 2 | June 1, 1995 | Natural Gas | 109 | 50.00 |
| Cane Island Unit 3 | January 25, 2001 | Natural Gas | 240 | 50.00 |
| Cane Island Unit 4 | July 12, 2011 | Natural Gas | 300 | 100.00 |
| Indian River Unit A | July 1, 1989 | Natural Gas | 32 | 39.00 |
| Indian River Unit B | July 1, 1989 | Natural Gas | 32 | 39.00 |
| Indian River Unit C | October 1, 1992 | Natural Gas | 105 | 21.00 |
| Indian River Unit D | October 1, 1992 | Natural Gas | 105 | 21.00 |
| Stock Island Unit 2 | June 21, 1998 | Fuel Oil | 16 | 100.00 |
| Stock Island Unit 3 | August 1, 1998 | Fuel Oil | 14 | 100.00 |
| Stock Island Unit 4 | July 1, 2006 | Fuel Oil | 46 | 100.00 |
| Treasure Coast Energy Center Unit 1 | May 31, 2008 | Natural Gas | 300 | 100.00 |

Stanton Units. As part of the Project, FMPA owns a 6.5060% undivided ownership in Stanton Unit No. 1, a coal-fired electric generating unit with a net summer capability rating of 441 MW ("Stanton Unit No. 1"), and a 5.1724% undivided ownership interest in Stanton Unit No. 2, a coal-fired electric generating unit with a net summer capability rating of 450 MW ("Stanton Unit No. 2" and, together with Stanton Unit No. 1, the "Stanton Units") at the Stanton Energy Center of the Orlando Utilities Commission located in Orange County, Florida. The Stanton Units were constructed and are operated by OUC.

Additional ownership interest by FMPA and other entities in the Stanton Units is described below under "OTHER FMPA PROJECTS." Pursuant to the 2018 transfer and assignment of the Vero Beach power supply and project support contracts, as amended, to the Project, the Project's portfolio of power supply now includes a 32.521% Power Entitlement Share (21.3 MW) from the Stanton Project (see "OTHER FMPA PROJECTS – Stanton Project"), a 16.4887% Power Entitlement Share (17.2 MW) from the Stanton II Project (see "OTHER FMPA PROJECTS – Stanton II Project"), and a 15.202% Power Entitlement Share (13.2 MW) in the St. Lucie Project (see "OTHER FMPA PROJECTS – St. Lucie Project").

Stanton Unit No. 1 began commercial operation on July 1, 1987. The availability factor has averaged 87.4% since that time. For the last five fiscal years, the availability factor has ranged from a low of 61.8% in 2016 to a high of 90.5% in 2015. The availability factor in fiscal year 2018 was 90.4%.

Stanton Unit No. 2 began commercial operation on June 1, 1996. The availability factor has averaged 87.9% since that time. For the past five fiscal years, the availability factor ranged from a low of 84.8% in 2017 to a high of 89.9% in 2015. The availability factor in fiscal year 2018 was 84.8%.

Cooling water for the Stanton Units is provided by the Orange County, Florida Eastern Sub-Regional Wastewater Treatment Plant under an agreement between OUC and Orange County.

During calendar years 2014 through 2018, the Stanton Units combined to burn an average of approximately 1.8 million tons of coal per year. Coal is supplied to the Stanton Units under contracts between OUC and Crimson Coal Corporation (“Crimson”) and Foresight Coal Sales, LLC (“Foresight”). The contract with Crimson will supply 200,000 tons for 2019 with no options. The contract with Foresight will supply 400,000 tons with two options of 225,000 tons for 2019. FMPA believes that OUC will be able to make up any deficiencies in supply for the Stanton Units through short-term purchases at spot market prices.

OUC continues to monitor environmental requirements that will be applicable to the Stanton Units in the future and has stated that it currently believes it can meet known environmental laws and regulations regarding NOx emissions through, among other means, implementation of capital projects with a significantly lower total cost than the SCR project. See “LITIGATION.”

Stanton Unit A. As part of the Project, FMPA owns a 3.5% undivided ownership interest in a 639 MW (summer rating), gas-fired combined cycle unit located at OUC’s Stanton Energy Center site (“Stanton Unit A”). The remaining ownership interests in Stanton Unit A are held by KUA (3.5%), OUC (28%) and Stanton Clean Energy LLC, a NextEra Energy, Inc. subsidiary (“SCE”) (65%). FMPA is purchasing 20% of SCE’s ownership share in Stanton Unit A until 2023 and OUC is purchasing the remaining 80% under a separate agreement. See “Purchased Power and Other Contracts” below. Gas transportation is supplied via the Florida Gas Transmission (“FGT”) interstate gas line. Stanton Unit A also has fuel oil as a back-up capability. See “Member Contributed Resources” below.

Stanton Unit A began commercial operation on October 1, 2003. The availability factor has averaged 89.7% since that time. For the last five fiscal years, the availability factor has ranged from a low of 83.4% in 2018 to a high of 94.3% in 2014. The availability factor in fiscal year 2018 was 83.4%.

Cane Island Units. As part of the Project, FMPA owns a 50% undivided ownership interest in each of Cane Island Unit No. 1 (“Cane Island Unit 1”), Cane Island Unit No. 2 (“Cane Island Unit 2”) and Cane Island Unit No. 3 (“Cane Island Unit 3” and, together with Cane Island Unit 1 and Cane Island Unit 2, “Cane Island Units 1-3”) and owns a 100% undivided ownership interest in Cane Island Unit No. 4 (“Cane Island Unit 4” and together with Cane Island Units 1-3, the “Cane Island Units”). The Cane Island Units are located at KUA’s Cane Island Power Park site in Osceola County, Florida. The Cane Island Units are natural gas-fired electric generating units with No. 2 oil as a backup capability for Cane Island Unit 1 and Cane Island Unit 2. Cane Island Unit 1 is a combustion turbine, and Cane Island Unit 2, Cane Island Unit 3, and Cane Island Unit 4 are combined cycle units. Cane Island Units 1-3 were constructed, and are operated, by KUA. Cane Island Unit 4 was constructed by FMPA and is operated by KUA. KUA owns the remaining 50% of Cane Island Units 1-3. See “THE POWER SUPPLY CONTRACTS – Elections of Certain Participants” and “– Status of Certain Generation Units Owned by Participants.”

Cane Island Unit 1 has a summer rating of 35 MW and was placed in service in January 1995. Cane Island Unit 1’s availability factor has averaged 97.2% since that time. For the last five fiscal years, the availability factor has ranged from a low of 91.9% in 2016 to a high of 98.5% in 2017. The availability factor in fiscal year 2018 was 97.94%.

Cane Island Unit 2 has a summer rating of 109 MW and was placed in service in June 1995. Cane Island Unit 2’s availability factor has averaged 86.6% since that time. For the last five fiscal years, the availability factor has ranged from a low of 50.3% in 2016 to a high of 92.1% in 2015. The lower availability factor in fiscal year 2016 was due to a catastrophic equipment failure in 2016. The availability factor in fiscal year 2018 was 90.3%.

Cane Island Unit 3 has a summer rating of 240 MW and was placed in service in June 2002. Cane Island Unit 3’s availability factor has averaged 89.5% since that time. For the last five fiscal years, the availability factor has ranged from a low of 73.6% in 2017 to a high of 95.6% in 2015. The availability factor in fiscal year 2018 was 88.8%.

Cane Island Unit 4 has a summer rating of 300 MW and was placed in service in July 2011. Cane Island Unit 4's availability factor has averaged 90.6% since it was placed in service. For the last five fiscal years, the availability factor has ranged from a low of 84.5% in 2018 to a high of 94.3% in 2016. The availability factor in fiscal year 2018 was 84.5%.

Indian River Units. As part of the Project, FMPPA owns a 39% undivided ownership interest in each of the Indian River Combustion Turbine Units A & B ("Indian River Units A & B") and a 21% undivided ownership interest in each of the Indian River Combustion Turbine Units C & D ("Indian River Units C & D" and, together with Indian River Units A & B, the "Indian River Units") located in Brevard County, Florida. The remaining ownership interests in Indian River Units A & B are held by (i) OUC (48.8%) and (ii) KUA (12.2%), and the remaining ownership interests in Indian River Units C & D are held by OUC (79%). The Indian River Units were constructed and are operated by OUC on behalf of the co-owners.

All four Indian River Units are used as peaking units. The Indian River Units burn either natural gas or No. 2 fuel oil, with gas transportation supplied via FGT.

Indian River Units A & B each have a summer rating of 32 MW and were placed in service on July 1, 1989. For the last five fiscal years, the availability factor of Indian River Unit A has ranged from a low of 91.4% in 2018 to a high of 98.5% in 2017. Indian River Unit B's availability factor has averaged 95.2% since it was placed in service. For the last five fiscal years, the availability factor of Indian River Unit B has ranged from a low of 92.7% in 2018 to a high of 97.91% in 2017.

Indian River Units C & D each have a summer rating of 105 MW and were placed in service on October 1, 1992. Indian River Unit C's availability factor has averaged 89.9% since that time. For the last five fiscal years, the availability factor of Indian River Unit C has ranged from a low of 85.6% in 2014 to a high of 96.5% in 2017. Indian River Unit D's availability factor has averaged 92.9% since it was placed in service. For the last five fiscal years, the availability factor of Indian River Unit D has ranged from a low of 91.5% in 2015 to a high of 97.31% in 2018.

Stock Island Units 2 and 3. As part of the Project, FMPPA owns a 100% undivided ownership interest in each of two combustion turbines at the Stock Island Generating Facility near Key West. Stock Island Units 2 & 3 are refurbished GE Frame 5 units that burn No. 2 oil. FMPPA constructed Stock Island Units 2 & 3 to provide peaking supply and on-island reliability for the Key West System.

Stock Island Unit 2 has a summer rating of 16 MW and was placed in service in June 1998. For the last five fiscal years, the availability factor of Stock Island Unit 2 has ranged from a low of 93.2% in 2017 to a high of 100% in 2014.

Stock Island Unit 3 has a summer rating of 14 MW and was placed in service in August 1998. For the last five fiscal years, the availability factor of Stock Island Unit 3 has ranged from a low of 86.2% in 2014 to a high of 98.9% in 2018.

FMPPA is contractually obligated to meet approximately 60% (or lower, as mutually agreed to by FMPPA and Key West) of Key West's weather normalized firm load with on-island generation over the term of the Key West Power Supply Contract, so long as Key West is purchasing its full-requirements from the Project (the "60% On-Island Requirement"). During fiscal year 2013, FMPPA commissioned a study of the 60% On-Island Requirement that was designed to set forth the steps and processes to be taken by FMPPA and other related parties, including Key West, to (1) initially develop a long-term generation plan for meeting the 60% On-Island Requirement, and (2) monitor and update the long-term generation plan over time to address changing circumstances. Based on the information available at the time of the study, which was completed in 2014, (i) FMPPA found no evidence to refute that the life of the units at the Stock Island Plant could be extended through at least 2033 (based on a 20-year study period) at reasonable cost using a condition based and preventive maintenance strategy and (ii) there were no known operational limitations of maintaining the current capacity ratings over the 20-year study period. FMPPA updated its analysis in early 2017 and found no change in circumstances that would change FMPPA's conclusion from the prior study.

Stock Island Unit 4. As part of the Project, FMPPA owns a 100% undivided ownership interest in a 45 MW combustion turbine unit located at the Stock Island Generating Facility near Key West ("Stock Island Unit 4"). Stock Island Unit 4 is a GE LM6000 PC-Sprint aeroderivative unit that burns No. 2 oil. Stock Island Unit 4 is

operated by Key West and provides peaking supply and on island reliability for Key West. See “THE POWER SUPPLY CONTRACTS – Elections of Certain Participants.”

Stock Island Unit 4 was placed in service in July 2006. Stock Island Unit 4’s availability factor has averaged 96.4% since that time. For the last five fiscal years, the availability factor of Stock Island Unit 4 has ranged from a low of 93.3% in 2017 to a high of 98.6% in 2018.

Treasure Coast Energy Center Unit 1. As part of the Project, FMPA owns a 100% undivided ownership interest in a 300 MW natural gas-fired combined cycle unit located in Fort Pierce (the “Treasure Coast Energy Center Unit 1”). The unit is operated under contract by Fort Pierce Utilities Authority (“FPUA”), with gas transportation supplied by FGT.

The Treasure Coast Energy Center Unit 1 was placed in service in May 2008. The Treasure Coast Energy Center Unit 1’s availability factor has averaged 92.6% since that time. For the last five fiscal years, the availability factor of Treasure Coast Energy Center Unit 1 has ranged from a low of 83.5% in 2015 to a high of 96.0% in 2018. The availability factor in fiscal year 2018 was 96.0%.

Environmental and Operational Compliance

FMPA believes that each of the All-Requirements Power Supply Project power generating resources is well maintained and is in substantive compliance with all current environmental laws and operating permits. FMPA has budgeted capital and operating costs, based on current legal requirements and future requirements that are known and understood. Additional costs may arise from new statutes or changing regulations that cannot currently be predicted and could range from minimal to significant. See “ENVIRONMENTAL REGULATION.”

Purchased Power and Other Contracts

FMPA has two long-term contracts with respect to the Project to purchase power and energy from subsidiaries of NextEra Energy, Inc., the parent company of FPL (“NextEra”), from assets previously owned and operated by Southern Power Company or its subsidiaries. FMPA and Oleander Power Project, L.P. (a NextEra subsidiary) have an agreement pursuant to which FMPA purchases the entire output (approximately 160 MW) from Oleander Unit No. 5, a natural gas-fired simple cycle generating unit at the Oleander natural gas peaking plant. Generation from the unit is dedicated to FMPA. The term of the agreement runs through December 15, 2027. As discussed above, FMPA also has a contract for approximately 81 MW summer/87 MW winter of purchased power from SCE’s ownership interest in Stanton Unit A. The initial term of the agreement runs through September 30, 2023. FMPA has extension options that could extend this agreement to 2033. FMPA believes it will be able to replace these resources as the contracts expire, and as capacity needs dictate, with either new resources under contracts at market-based rates or with jointly-owned or self-built generation.

FMPA also has entered into solar Power Purchase Agreements (“PPA”) with subsidiaries of Florida Renewables Partners, LLC (“FRP”), a subsidiary of NextEra Florida Renewables Holdings, LLC, to purchase a total of 58 MW-ac of solar energy on behalf of five Participants in the Project, Jacksonville Beach, FPUA, Key West, KUA and Ocala (the “ARP Solar Participants”). FMPA and OUC have entered into purchase agreements with FRP for a total of 223.5 MW-AC from three 74.5 MW-ac solar sites in Florida. The solar facilities are planned for commercial operation in 2020. The ARP Solar Participants will take power from two of those sites and will have the first obligation in the Project, subject to step-up obligations among the ARP Solar Participants, to pay all purchased power costs for solar energy. The solar purchase power agreement has a 20-year term and two 5-year options to extend the agreement.

Member Contributed Resources

Pursuant to their joining the Project, KUA, Lake Worth, Fort Pierce and Key West entered into a Capacity and Energy Sales Contract whereby these Participants sell the capacity and energy from their generating units to the Project. These Participants also agreed to sell to the Project any capacity and energy from any Power Entitlement Shares they have in the Stanton Project, Stanton II Project or Tri-City Project. In addition, Starke assigned to the Project its capacity and energy in the Stanton Project and Stanton II Project. The price paid by the Project to these Participants is equal to each month’s billing from FMPA to each of these Participants for their Power Entitlement Shares in the Project. The Capacity and Energy Sales Contract with Lake Worth has been terminated. Additionally, effective October 1, 2008 and January 1, 2011, respectively, KUA and Key West entered into Revised, Amended

and Restated Capacity and Energy Sales Contracts. See “THE POWER SUPPLY CONTRACTS – Elections of Certain Participants.”

FMPA, as a cost of the Project, pays the monthly costs for these Participants under their Power Sales Contracts and, under certain circumstances under the Project Support Contracts, with respect to their Power Entitlement Shares, and collects these costs through the billings to the Participants in the Project.

Generating units owned by Participants may be retired in the future, subject to the availability of suitable replacement capacity and energy.

Net Metering

In order to promote the development of customer-owned renewable generation and comply with statutory requirements of Section 366.91, Florida Statutes, and other requirements, FMPA has developed a net metering policy, pursuant to which Participants may offer their customers net metering service whereby a customer may install and operate in parallel customer-owned renewable generation in order to offset all or part of the customer’s electricity needs with renewable energy. Pursuant to the FMPA policy, the Project will purchase excess customer-owned renewable generation from its Participants’ customers that have chosen to take part in the net metering program and are interconnected to a Participant’s electric system. Customer-owned renewable generation is first used to offset the demand for electricity at a particular premises from a Participant and any excess customer-owned renewable generation that is not used to offset the demand for electricity is simultaneously sold to the Project and delivered to the Participants through the Participant’s electric distribution system.

As of December 2018, more than 881 solar power installations in 13 Florida cities are part of the All-Requirements Power Supply Project’s net metering program. These customer-owned installations can produce approximately 6,324 MW-AC of energy.

Fuel Supply

Coal Supply. For a description of the coal supply to Project generating facilities, see “Project Generating Facilities Owned by FMPA as Part of the Project” above.

Gas Supply. Natural gas for Stanton Unit A is obtained by OUC for itself, KUA and FMPA. All physical supplies of natural gas used at FMPA-owned or Participant-owned Project generating facilities are purchased by Florida Gas Utilities (“FGU”) for FMPA under a service agreement between FMPA and FGU. Typically, these supplies are purchased on a month-to-month basis; priced at a NYMEX less basis, a “first-of-the-month” index, or a daily index. Adjustments are made by FGU on a daily basis to balance supply with forecasted load by either purchasing incremental volumes or selling surplus volumes. FGU also handles all natural gas transportation scheduling and settlement functions for FMPA and ensuring reliable fuel deliveries for the Project. In 2019, FGU entered into thirty-year natural gas supply agreements with The Black Belt Energy Gas District (“Black Belt Energy”) and the Municipal Gas Authority of Georgia (“MGAG”) (the “2019 Pre-Pay Contracts”) for the purchase of specified amounts of natural gas at discounted prices that FGU expects to supply to FMPA. FMPA’s weighted average discount from the transactions involving MGAG is \$0.32 per MMBtu on 13,250 MMBtu per day. FMPA’s weighted average discount from the transactions involving Black Belt Energy is \$0.32 per MMBtu on 10,000 MMBtu per day.

Florida Gas Transmission Transportation Contracts. Natural gas for the Cane Island Units, the Treasure Coast Energy Center Unit 1, the Indian River Units and the Oleander PPA (a tolling structured power purchase deal where FMPA delivers natural gas) is transported under long-term firm transportation contracts with FGT. The average annual daily capacity is 94,014 MMBtu/d. FMPA also has firm call rights for an additional annual average of 42,000 MMBtu/d of firm transportation capacity through a long term capacity release arrangement. Firm capacity demand charges are only incurred when this capacity is called. FMPA has also contracted for 50,000 MMBtu/d of firm capacity on Transco Gas Pipeline from their Station 85 to FGT to achieve a percentage of supply source diversity; taking advantage of the development of production from shale sourced gas supplies available at Station 85. FMPA has also contracted with the Southern Pines Storage facility currently for 500,000 MMBtu of firm gas storage capacity as a reliability measure to ensure natural gas supply availability during times of weather related interruptions. FGU acts as FMPA’s agent in the daily management of these natural gas capacity commitments.

Oil Supply. All physical fuel oil purchases are centrally administered by FMPA. Purchases of fuel oil are typically only made to maintain back-up inventories at a level consistent with FMPA's fuel management policies. These inventories provide an alternate fuel source to enhance generator reliability in the event of a natural gas fuel interruption. The purchases are made on a spot basis and at the then effective market price.

Public Gas Partners, Inc. In November 2004, FMPA signed an agreement for the benefit of the Project with the other current contract parties consisting of six public gas utilities in five different states to form a gas supply agency called Public Gas Partners, Inc. ("PGP"). PGP is formed under Georgia law as a not-for-profit corporation and is tax-exempt for federal tax purposes. PGP was created to secure economical, long-term wholesale natural gas supplies for its seven members in order to stabilize and reduce the cost of natural gas. Current members of PGP, along with FMPA, include Municipal Gas Authority of Georgia, National Public Gas Agency, Patriots Energy Group, Southeast Alabama Gas District and Tennessee Energy Acquisition Corporation. PGP currently produces for FMPA approximately 3.5% of the Project's gas requirements which are financially settled with FMPA.

FMPA does not presently intend to participate in any further acquisition activities through PGP.

FMPA entered into a Production Sharing Agreement ("PSA") as a participant in PGP Gas Supply Pool No. 1 ("Pool 1") in November 2004 and entered into a PSA as a participant in PGP Gas Supply Pool No. 2 ("Pool 2") in October 2005. PGP is presently engaged in marketing the sale of both Pool 1 and Pool 2. PGP has received bids for a portion of its Pool 1 reserves in the Permian area of West Texas. Negotiations are ongoing to complete a sales agreement with closing expected in the latter part of 2019. It is anticipated that the liquidation of other all other reserve assets will be completed over time, focusing upon the most valuable first and then followed with lessor valued assets with FMPA receiving its proportional share of net proceeds.

Transmission and Dispatch Agreements

Transmission. OUC provides transmission service for delivery of power and energy from FMPA's ownership in Stanton Unit No. 1, Stanton Unit No. 2, Stanton Unit A and the Indian River Units for the Project to the FPL and Duke Energy of Florida ("DEF") interconnections with OUC for subsequent delivery to the Participants over the life of the Units. Rates for such transmission wheeling service are based upon OUC's costs of providing such transmission wheeling service and under terms and conditions of the OUC-FMPA firm transmission service contracts for the Project.

FMPA has contracts with DEF, FPL and OUC to transmit the various Project resources over the transmission systems of each of these three utilities. The Network Service Agreement with FPL was executed in March 1996 and was subsequently amended to both conform to the FERC Pro forma Tariff and to add additional members to the Project. The FPL agreement provides for network transmission service for the Participants interconnected to FPL's transmission system. The FPL agreement terminates March 31, 2026, although FMPA has rollover rights to continue service beyond the termination date pursuant to the FPL Open Access Transmission Tariff. The Network Service Agreement with DEF became effective January 1, 2011 and conforms to FERC's Pro forma Tariff. The DEF agreement provides for network transmission service for the Participants interconnected with DEF's transmission system. The DEF agreement terminates December 31, 2035, subject to successive automatic five-year extensions thereafter, unless at least one year notice of termination is provided prior to the end of each term. FMPA also has several transmission wheeling agreements with OUC which are associated with each FMPA generation resource located on OUC's system and which also provide for network type transmission service over OUC's system. FMPA is a 68% owner of the transmission lines that connect the Cane Island site to the transmission grid with control rights to utilize the full capacity of those transmission lines to serve the All-Requirements Power Supply Project.

Florida Municipal Power Pool

The Project is a member of the Florida Municipal Power Pool ("FMPP"). The other members of FMPP are Lakeland and OUC. The FMPP is an operating power pool in which the generating resources of members are centrally dispatched to meet their combined load requirements. The FMPP began operations in 1988. FMPP resources include the members' coal fired generation, gas/oil fired units, ownership interest in nuclear capacity and various firm capacity and partial requirements arrangements with other utilities. Each FMPP member is responsible for maintaining sufficient capacity to serve its own load including an adequate amount of reserves. All FMPP transactions are settled using the "clearing house price" methodology. The resources of FMPP are essentially committed and dispatched by OUC, which handles the day-to-day operations of the FMPP.

The FMPP operates under a three-year agreement that automatically renews until such time as all of the FMPP members elect to terminate the agreement. If a member of FMPP were to withdraw early, the pool continues with the remaining members.

The FMPP Agreement was amended in 2011 to incorporate the dispatch services that were previously supplied to FMPP under contract by OUC. Under the revised agreement, FMPP contracts with FMPP for the dispatch of FMPP's generation resources to serve the loads of the Participants on a continuous real-time basis. The Participant delivery points were removed from the control areas of DEF and FPL, effectively placing the Participants into the FMPP Balancing Authority area, although scheduled power deliveries to the Participants are transmitted to the delivery points over the DEF or FPL systems. In order to integrate the Participants into the FMPP Balancing Authority area, each delivery point is equipped by FMPP with a Remote Terminal Unit to collect and transmit necessary real-time load data to the OUC automatic generation control system.

The 2011 amended agreement provides for (i) FMPP to dispatch FMPP's resources to serve the combined loads of the Participants located in DEF's service territory and the Participants located in FPL's service territory; (ii) FMPP installing and maintaining the necessary equipment on the Participants' systems; (iii) OUC installing and maintaining the necessary equipment on its system; and (iv) pricing and payments for services provided.

The Project's membership in the FMPP provides several benefits for the Project. By participating in the FMPP, the Project is able to realize significant savings due to the fact that FMPP is able to utilize more efficient, less costly generation than FMPP could have utilized if the Project were not a member of the pool. A pool marketing group that buys or sells capacity and energy on a daily basis provide some non-Participant revenue for the Project through the successful sale or purchase of excess capacity and energy outside of the Project.

Conservation and Demand-Side Management Activities

As a wholesale supplier of electric energy to the Project, FMPP is not directly responsible for conservation and demand-side management ("DSM") programs. However, the Participants offer a variety of conservation and DSM programs to their consumers.

In July 2008, the Executive Committee established the Conservation and Renewable Energy Advisory Committee to evaluate and make recommendations on conservation and renewable energy programs for the Project (the "ARP Conservation Program"). Since 2008, the Executive Committee annually has funded the ARP Conservation Program. In fiscal year 2019, the Executive Committee budgeted \$750,000 for Participants' conservation and renewable energy efforts.

Future Power Supply

General. In April 2019, FMPP filed its most recent Ten-Year Site Plan for the Project ("2019 TYSP") with the PSC. The 2019 TYSP provides, among other things, a description of existing electric generation resources, a 10-year forecast of electric power generating needs and an identification of the general location and type of any proposed generation capacity and transmission additions for the next 10-year period. As reported in the 2019 TYSP, the Project anticipates additional seasonal (summer) peaking purchases to meet its Participants' annual load and maintain 15% generation reserves for the summer season through 2028.

FMPP's 2018 Load Forecast provides a current estimate of its baseline load forecast for the next 20 years as well as alternative high and low forecasts reflecting the uncertainty in the primary driving variables (i.e., trends of Florida economic activity and weather). The baseline forecast indicates a 1.2% compound annual growth rate in net energy for load of the current Project Participants during the period 2018 – 2027, and a 0.9% compound annual growth rate in net energy for load for the period 2028 through 2037. Taking into account existing Project resources and scheduled power purchase contract expirations, and assuming maintenance of a 15% reserve margin for the summer season, the forecast projects additional seasonal (summer) peaking purchases will be necessary over the 10-year TYSP study horizon. FMPP staff continuously studies a variety of alternatives to meet future needs for additional resources. FMPP's goal is to have minimum long-term power costs with maximum reliability while maintaining flexibility to respond to a changing marketplace and regulatory environment and addressing possible State initiatives relating to greenhouse gas emission reductions. FMPP cannot predict what resources will ultimately be required or acquired or developed by the Project or the operating and capital costs associated therewith, although any such costs of additional generation resources would likely be significant.

Since 2006, the Project has met increases in demand, in part, with the construction of power generation resources, including (i) Cane Island Unit No. 4, an approximately 300 MW combined cycle unit located near Kissimmee, which was placed in service in 2011, (ii) the Treasure Coast Energy Center Unit 1, an approximately 300 MW combined cycle unit located in Fort Pierce, which was placed in service in 2008 and (iii) Stock Island Unit 4, an approximately 46 MW combustion turbine unit located at the Stock Island Plant near Key West, which was placed in service in 2006.

Solar Energy. FMPA has entered into solar power purchase agreements with subsidiaries of FRP to purchase a total of 58 MW-ac of solar energy on behalf of five Participants in the Project. The solar facilities are planned for commercial operation in 2020. See “THE PROJECT – Purchased Power and Other Contracts.” For additional information about the solar energy facilities, see “OTHER FMPA PROJECTS – Solar Project.” FMPA issued a Request for Proposals (“RFP”) in March 2019 seeking cost-competitive bids for additional solar power purchase agreements. FMPA short-listed and interviewed three solar developers and is currently in the process of negotiating PPA terms with the top bidder. Once finalized, it is anticipated that the developer will construct, own, and operate solar facilities from which FMPA will purchase a to-be-determined amount of solar energy on behalf of certain Participants in the Project and other FMPA members that will participate in a to-be-established FMPA power supply project. It is expected these solar facilities will begin commercial operation in fiscal year 2023.

Future Natural Gas Combined Cycle Resources. FMPA continues to evaluate the potential to participate in future, large-scale combined cycle power plants that may be constructed in Florida. However, FMPA is not currently negotiating to participate in such a project. Such participation would provide FMPA with a highly efficient and relatively low-installed cost generation resource.

Demand-Side Management. The Project does not currently sponsor any demand-side management programs, essentially because the Project has excess installed capacity. See “THE PROJECT – Sales to Non-Participants.” FMPA is continuing to evaluate potential DSM programs that the Project could sponsor in the future and that would enable the Project to postpone, or mitigate, the need for future supply-side generation resources. Programs currently under consideration include distributed resources, energy storage, direct control load management and back-up generator programs.

Peaking Resources. Peaking resources have a short construction lead time, which will allow FMPA to quickly respond to a change in need should load be more than expected, other supply-side or demand-side alternatives do not become available, or the regulatory environment or market conditions change. FMPA has identified several sites well-suited for expansion, with peaking resources including the Stock Island Site, the Cane Island Power Park and the Treasure Coast Energy Center.

Expenditures related to the development, acquisition or construction of future power resources may be financed with Additional Bonds or other parity indebtedness.

Project Operations

For the fiscal year that ended on September 30, 2018, the coincident peak demand of the Project was 1,239 MW. This peak demand was a 0.1% increase compared to the 2017 fiscal year.

For the 2018 fiscal year, the Project produced 5.7 million MWh of billable energy, a 2.0% increase from the 2017 fiscal year.

Sales to the Participants in fiscal year 2018 totaled \$406 million, a 5.1% decrease compared to the 2017 fiscal year which was due primarily to lower natural gas costs.

For the 2018 fiscal year, Project power costs billed to Participants were 7.2 cents per kWh, a 7% decrease compared to the 2017 fiscal year.

For additional information, see the table titled “HISTORICAL OPERATING RESULTS FOR THE PROJECT” below.

Sales to Non-Participants

To increase revenue and, thus, reduce Project costs to Participants, FMPA has a strategic goal of selling excess capacity to non-Participants when it is economically feasible, does not jeopardize reliability and there is an opportunity to do so. From 2011 to 2015, the Project was the full-requirements supplier to the City of Quincy, having an approximately 25 MW peak demand.

In 2017, FMPA won a bid to supply wholesale power to the City of Bartow, having an approximately 62 MW peak demand. FMPA began supplying the City of Bartow wholesale power on January 1, 2018. For the first three years of the agreement, OUC will supply the first 40 MW of Bartow's power supply needs, and FMPA will supply peaking power to Bartow for its needs above 40 MW. In 2021, 2022 and 2023, FMPA will supply Bartow's full-requirements power supply needs. The City of Bartow will not, as such, be a Participant.

Effective January 1, 2019, under a PPA that will run for nine years, the Project began supplying the City of Winter Park wholesale capacity and energy. For 2019, the Project will provide 10 MW of capacity and energy to Winter Park around the clock. For 2020-2027, the Project will serve Winter Park on a partial basis, net of other existing Winter Park wholesale power agreements. The City of Winter Park will not be a Participant.

Effective March 27, 2019, pursuant to a tolling agreement and associated transaction schedule that will run from July 1, 2019 through and until June 30, 2021, the Project will supply 53 MW of firm energy to Reedy Creek Improvement District every hour of the term. Reedy Creek Improvement District will provide the gas quantity necessary to supply the firm energy to FMPA for use in the Project natural gas fleet. This exchange avoids running more costly Reedy Creek Improvement District generation while rendering a financial benefit to the Project via utilization of the Project's excess generation to provide economy energy.

Through a letter of commitment for Negotiated Interchange Service executed on February 22, 2019, the terms of which are pursuant to the Agreement for Interchange Service between Florida Municipal Power Agency and Tampa Electric Company dated April 1, 1986, FMPA is selling Tampa Electric Company 120 MW of energy, 8 hours per day from May 1, 2019 through October 31, 2019. The sale of interchange energy is secondary to FMPA native load and other firm obligations, subject to recall for emergency or reliability purposes.

Historical and Projected Future Capacity Requirements and Resources

The historical and projected future Project capacity requirements and resources for the years ending September 30, 2016 through September 30, 2024 are summarized in the following table.

THE PROJECT

HISTORICAL AND PROJECTED FUTURE CAPACITY REQUIREMENTS AND RESOURCES

| | ----- Actual ----- | | | ----- Estimated ----- | | | | | |
|--|--------------------|--------------|--------------|-----------------------|--------------|--------------|--------------|--------------|--------------|
| <u>Project Requirements (MW)</u> | 2016 | 2017 | 2018 | 2019 | 2020 | 2021 | 2022 | 2023 | 2024 |
| Coincident Peak Demand ⁽¹⁾ | 1,268 | 1,237 | 1,239 | 1,272 | 1,289 | 1,301 | 1,316 | 1,330 | 1,347 |
| <u>Project Resources (MW)⁽²⁾</u> | | | | | | | | | |
| St. Lucie Unit No. 2 ⁽³⁾⁽⁴⁾ | 35 | 35 | 35 | 48 | 46 | 46 | 46 | 46 | 46 |
| Stanton Unit 1 | 92 | 92 | 92 | 112 | 120 | 120 | 120 | 120 | 120 |
| Stanton Unit 2 | 85 | 85 | 85 | 102 | 102 | 102 | 102 | 102 | 102 |
| Cane Island Unit 1 | 17 | 17 | 17 | 17 | 17 | 17 | 17 | 17 | 17 |
| Cane Island Unit 2 | 54 | 54 | 54 | 54 | 54 | 54 | 54 | 54 | 54 |
| Cane Island Unit 3 | 120 | 120 | 120 | 120 | 120 | 120 | 120 | 120 | 240 |
| Cane Island Unit 4 | 300 | 300 | 300 | 300 | 300 | 300 | 300 | 300 | 300 |
| Indian River Units A & B | 25 | 25 | 25 | 25 | 25 | 25 | 25 | 25 | 25 |
| Indian River Units C & D | 44 | 44 | 44 | 44 | 44 | 44 | 44 | 44 | 44 |
| Stock Island Unit 2 & 3 | 30 | 30 | 30 | 30 | 30 | 30 | 30 | 30 | 30 |
| Stock Island Unit 4 | 46 | 46 | 46 | 46 | 46 | 46 | 46 | 46 | 46 |
| Treasure Coast Energy Center Unit 1 | 300 | 300 | 300 | 300 | 300 | 300 | 315 | 315 | 315 |
| Key West Native Generation ⁽⁵⁾ | 37 | 37 | 38 | 37 | 37 | 37 | 37 | 37 | 37 |
| Kissimmee Native Generation ⁽⁵⁾ | 200 | 200 | 200 | 200 | 200 | 200 | 200 | 200 | 200 |
| Stanton A ⁽⁶⁾ | 122 | 122 | 122 | 125 | 125 | 125 | 125 | 125 | 44 |
| Oleander ⁽⁶⁾ | 162 | 162 | 162 | 162 | 162 | 162 | 162 | 162 | 162 |
| Short-term Purchases | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| Total Resources (MW) | <u>1,667</u> | <u>1,667</u> | <u>1,667</u> | <u>1,721</u> | <u>1,727</u> | <u>1,727</u> | <u>1,742</u> | <u>1,742</u> | <u>1,676</u> |
| Total Project Reserve Percentage ⁽⁷⁾ | 31% | 35% | 35% | 35% | 34% | 33% | 32% | 31% | 24% |

(Numbers may not add due to rounding.)

- (1) Peak demands are at the delivery point level (summer season) and exclude sales to Non-Participants.
- (2) Unless otherwise noted, projected future capacity amounts shown reflect either actual ratings of owned resources or capacity purchased under firm contracts. Capacity in the projected period is consistent with the 2019 TYSP, which assumed the Project would acquire Vero Beach's entitlements in the Stanton, Stanton 2, and St. Lucie Projects for the 2019 planning year.
- (3) The capacity for years 2016-2018 represents the aggregate amount of capacity from St. Lucie Unit No. 2 for Participants in the Project who are also participants in the St. Lucie Project which capacity is an excluded resource under the Power Supply Contracts.
- (4) The decrease in capacity beginning in 2020 reflects the reduction for St. Lucie Unit No. 2 due to the election still in effect at the time of the 2019 TYSP by Green Cove Springs to limit its All-Requirements Service, as permitted in Section 3 of the Power Supply Contract, to a CROD beginning January 1, 2020. Green Cove Springs has subsequently executed a Supplemental Power Sales Agreement with the ARP that will result in adjustments to the 2020 TYSP. See "THE POWER SUPPLY CONTRACTS – Elections of Certain Participants."
- (5) Capacity and Energy purchase. See "THE POWER SUPPLY CONTRACTS – Status of Certain Generation Units Owned by Participants."
- (6) Capacity shown for Stanton A and Oleander includes amounts currently purchased under contracts from NextEra subsidiaries. See "THE PROJECT – Purchased Power and Other Contracts."
- (7) Reserve Margin calculated as ((Total Resources – Partial Requirements Purchases) – (Total Requirements – Partial Requirements Purchases)) / (Total Requirements – Partial Requirements Purchases). Volatility in the Project reserve margin is directly related to volatility in peak demand. Planning for future capacity requires that resources be added to reflect expected long-term increases in demand. This may cause volatility in the reserve margin but is more practical than adding smaller resources more frequently. The Project has the added complexity of being divided into different transmission areas; providing adequate resources to meet demand in each of the transmission areas can cause some volatility in the reserve margin for the Project as a whole.

The following table summarizes the historical operating results for the Project for the Fiscal Years ending September 30, 2016 through September 30, 2018 and for the nine-month period ending June 30, 2019.

HISTORICAL OPERATING RESULTS FOR THE PROJECT⁽¹⁾

(Dollars in Thousands)

| | Fiscal Year Ending September 30, | | | Nine-Month Period Ending June 30, | |
|---|-------------------------------------|------------------|------------------------|--------------------------------------|------------------|
| | 2016 | 2017 | 2018 | 2018 | 2019 |
| REVENUES: | | | | | |
| Participant Billings ⁽²⁾ | \$409,104 | \$428,034 | \$406,073 | \$287,963 | \$307,772 |
| Interest Income ⁽³⁾⁽¹⁶⁾ | 855 | 1,504 | 2,739 | 975 | 4,736 |
| Vero Beach Exit Payment ⁽¹⁵⁾ | — | — | — | — | 105,400 |
| Due from (to) Participants ⁽⁴⁾ | (12,419) | (3,916) | 7,288 ⁽⁵⁾ | 11,720 | 2,153 |
| Sales to Others ⁽⁶⁾ | 26,146 | 33,480 | 29,883 | 20,378 | 29,189 |
| Total Revenues..... | <u>\$423,686</u> | <u>\$459,102</u> | <u>\$445,983</u> | <u>\$321,036</u> | <u>\$449,250</u> |
| OPERATING EXPENSES: | | | | | |
| Fixed Payment Obligations | 19,738 | 19,738 | 19,738 | 14,884 | 14,876 |
| Fixed Operating and Maintenance ⁽⁷⁾⁽¹⁶⁾ .. | 67,270 | 65,550 | 61,398 | 45,246 | 61,629 |
| Fuel Costs ⁽⁸⁾⁽¹⁶⁾ | 162,762 | 197,232 | 185,900 | 128,732 | 143,067 |
| Purchased Power | 25,546 | 21,814 | 23,561 | 16,863 | 19,379 |
| General Administrative and Other ⁽⁹⁾ | 22,349 | 21,841 | 22,029 | 16,257 | 16,364 |
| Transmission ⁽¹⁰⁾ | 26,256 | 28,187 | 28,661 | 20,799 | 21,200 |
| Total Operating Expenses | <u>\$323,921</u> | <u>\$354,362</u> | <u>\$341,287</u> | <u>\$242,781</u> | <u>\$276,515</u> |
| EARNINGS BEFORE INTEREST, DEPRECIATION AND REGULATORY ADJUSTMENT | \$ 99,765 | \$104,740 | \$104,696 | \$ 78,255 | \$172,735 |
| Debt Service ⁽¹¹⁾⁽¹⁶⁾ | 92,445 | 102,401 | 91,610 ⁽¹²⁾ | 78,339 | 149,911 |
| Net Available for Other Purposes ⁽¹³⁾ | <u>\$ 7,320</u> | <u>\$ 2,339</u> | <u>\$ 13,086</u> | <u>\$ (84)</u> | <u>\$ 22,824</u> |
| Net Sales to Participants (GWh) | 5,692 | 5,554 | 5,664 | 4,064 | 3,915 |
| Net Power Costs to Participants (Cost/MWh) ⁽¹⁴⁾ | \$69.69 | \$76.36 | \$72.97 | \$70.86 | \$78.61 |
| Days Cash on Hand..... | 225 | 167 | 177 | 190 | 162 |

- (1) Based on actual cash flows in accordance with the Resolution. Amounts will differ from FMPPA's audited financial statements as all accruals, amortizations, unrealized liabilities and unrealized gains and losses have been excluded from these amounts
- (2) Participant billing in 2017 was higher due primarily to higher natural gas prices.
- (3) Investment earnings on balances of all accounts. Interest accruals were adjusted out and the non-cash mark-to-market adjustments were removed from the corresponding amount reflected in FMPPA's audited financial statements to provide a cash-based amount for this presentation.
- (4) Accounts receivable from/(payable to) Participants due to under/(over) recoveries.
- (5) Amounts that will be refunded to or collected from the Participants in fiscal year 2019.
- (6) Sales to Others in 2016 included sales of \$22,413,000 to FMPP, in 2017 included sales of \$26,623,000 to FMPP and in 2018 included sales of \$18,048,000 to FMPP.
- (7) FMPPA's share of operation and maintenance expenses, excluding fuel, allocated to the Project
- (8) This amount was adjusted from the corresponding amount reflected in FMPPA's audited financial statement by removing a non-cash amortization for an investment in Public Gas Partners, Inc.
- (9) Administrative and general expenses for OUC, KUA, FMPPA and NextEra allocated to the Project.
- (10) Includes transmission charges over the transmission systems of FPL, DEF and OUC.
- (11) Amounts paid from Revenues with respect to principal of and interest on Bonds and any other indebtedness issued under the Resolution.
- (12) Amounts funded in fiscal year 2018 for interest and principal on the bonds plus swap payments, differs from financial statement as all accruals have been removed from this number.
- (13) Net Available for Other Purposes reflects the impact of accrual accounting on a cash-basis rate and budget process.
- (14) Net power costs are driven primarily by changes in fuel costs.
- (15) See "THE POWER SUPPLY CONTRACTS – Withdrawal of Vero Beach."
- (16) Increase from nine-month period ending June 30, 2018 to nine-month period ending June 30, 2019 is primarily due to cash inflows and operational changes due to the transfer and assignment to the Project by Vero Beach of its Power Entitlement Shares in the Stanton Project, Stanton II Project and St. Lucie Project. See "THE POWER SUPPLY CONTRACTS – Withdrawal of Vero Beach."

(Numbers may not add due to rounding)

THE PROJECT PARTICIPANTS

Description of the Participants

The Project has fourteen Participants, of which thirteen are currently purchasing capacity and energy from the Project. The thirteen active Participants in the Project are ten Florida municipal corporations, a utility board and two utility authorities. Among the economic factors important to the Participants are agriculture, tourism, retirement and light manufacturing. Each Participant owns and operates its own retail electric distribution system. During the calendar year ended December 31, 2018, these systems sold in the aggregate approximately 5,783 GWh of electric services (including sales to other electric utilities), served approximately 261,147 customer accounts and incurred a coincident peak demand of approximately 1,239 MW.

For a discussion of the status of Starke, Lake Worth, Fort Meade, Green Cove Springs, KUA and Key West, see “THE POWER SUPPLY CONTRACTS – Elections of Certain Participants” and “– Withdrawal of Vero Beach.” Vero Beach withdrew as a Member of FMPA and as a Participant in the Project in December 2018. See “THE POWER SUPPLY CONTRACTS – Withdrawal of Vero Beach” herein.

As set forth in APPENDIX A hereto, the Participants in the Project are also participants in various other projects of FMPA. See “OTHER FMPA PROJECTS.”

Major Participants’ Historical Net Energy Requirements and Peak Demand

The following table summarizes the historical net energy requirements and aggregate non-coincident peak demand of the four Major Participants. See “INTRODUCTION – The Major Participants.”

**MAJOR PARTICIPANTS’
HISTORICAL NET ENERGY REQUIREMENTS AND PEAK DEMAND
By Fiscal Year
(ending September 30)**

**Net Energy Requirements (GWh)
(for native load)**

| Fiscal Year | Jacksonville Beach | Key West* | KUA* | Ocala |
|-------------|--------------------|-----------|-------|-------|
| 2014 | 734 | 770 | 1,445 | 1,263 |
| 2015 | 739 | 780 | 1,508 | 1,295 |
| 2016 | 757 | 800 | 1,586 | 1,337 |
| 2017 | 721 | 764 | 1,581 | 1,297 |
| 2018 | 744 | 746 | 1,624 | 1,327 |

*See “THE POWER SUPPLY CONTRACTS – Elections of Certain Participants.”

Non-Coincident Peak Demand (MW)

| Fiscal Year | Jacksonville Beach | Key West* | KUA* | Ocala |
|-------------|--------------------|-----------|------|-------|
| 2014 | 192 | 144 | 327 | 285 |
| 2015 | 195 | 147 | 335 | 287 |
| 2016 | 196 | 148 | 354 | 295 |
| 2017 | 171 | 148 | 353 | 291 |
| 2018 | 211 | 146 | 356 | 297 |

*See “THE POWER SUPPLY CONTRACTS – Elections of Certain Participants.”

Major Participants

APPENDIX B contains certain information about the Major Participants in the Project.

OTHER FMPA PROJECTS

Introduction

In addition to the Project, FMPA has six other projects (“Other Projects”) in which various Members (including some or all of the Participants) participate, including five power supply projects – Stanton Project, Stanton II Project, St. Lucie Project, Tri-City Project and Solar Project – and the Initial Pooled Loan Project.

Each Other Project has been financed, as applicable, by FMPA through senior and, in some cases, subordinated debt (other than the Solar Project, although the Solar Project may in the future be financed through senior and/or subordinated debt). All debt for a particular Other Project has been issued under various resolutions of FMPA that are applicable only to that Other Project. All debt incurred for a particular Other Project is secured only by the revenues of that Other Project. Therefore, the revenues of a particular Other Project are not security for the FMPA debt issued for the Project or for all Other Projects.

In the case of the Stanton, Stanton II, St. Lucie and Tri-City Power Sales Contracts and Project Support Contracts, as amended, and the Solar Project Power Sales Contracts, the obligation of a Participant for its share of the costs of an Other Project under the Power Sales Contract for that Other Project is payable solely from the Participant’s electric or integrated utility system revenues and are operating expenses of such system, payable on a parity with the system’s operation and maintenance expenses and before debt service on the system’s senior and subordinated debt. Payment by a Participant of its share of the costs of an Other Project under the Project Support Contract for an Other Project will be made only after payment of all of its system’s current operating and maintenance expenses and debt service on the system’s senior and subordinated debt.

The following is a brief description of each of the Other Projects. APPENDIX A describes each Member’s participation in any FMPA Project.

Stanton Project

The Stanton Project consists of a 14.8193% undivided ownership interest of FMPA in Stanton Unit No. 1. Stanton Unit No. 1 is one of the two-unit coal fired electric generators at the Stanton Energy Center. Stanton Unit No. 1 was constructed, and is operated, by OUC. Power from the Stanton Project is transmitted to the Stanton Participants utilizing the transmission systems of OUC and FPL under the respective contracts with each system. The FPL transmission for the Stanton Project Participants that also participate in the Project (Fort Pierce and Starke) is included in the All-Requirements Power Supply Project Network Transmission Service Agreement with FPL which terminates in 2026. Lake Worth’s power from the Stanton Project is delivered to the transmission interface between OUC, FPL and DEF and is considered delivered to the respective participants by the Stanton Project at that point. Lake Worth has separately acquired Network Integration Transmission Service from FPL for delivery from the OUC/FPL interface to Lake Worth. The remaining Stanton Project Participant in FPL’s territory (Homestead) receives its transmission service under the Transmission Service Agreement between FMPA and FPL which terminates upon the earlier of retirement of Stanton Unit No. 1 or December 31, 2026. The transmission agreement with OUC expires on the earlier of retirement of Stanton Unit No. 1 or June 2027.

In addition to the ownership of FMPA in Stanton Unit No. 1 representing FMPA’s Stanton Project, the other co-owners of undivided ownership interests in Stanton Unit No. 1 are (i) OUC, which owns 68.5542%, (ii) FMPA, which owns 5.3012% as part of the Tri-City Project discussed below, (iii) FMPA, which owns 6.506% as part of the Project, and (iv) KUA, which owns 4.8193%.

Following debt service payments to be made on October 1, 2019, for which moneys have already been deposited with the bond trustee, FMPA will not have any outstanding debt for the Stanton Project.

All debt of FMPA issued for the Stanton Project is payable from amounts payable by the participants in the Stanton Project under power sales contracts and project support contracts of the type described above under “OTHER FMPA PROJECTS – Introduction.” Each participant in the Stanton Project is responsible under its power sales contract and project support contract for the costs of the Stanton Project in the amount of its participation share in the Stanton Project as shown on APPENDIX A subject to applicable step-up provisions.

Stanton Unit No. 1 began commercial operation on July 1, 1987. The availability factor has averaged 87.4% since that time. For the last five fiscal years, the availability factor has ranged from a low of 61.8% in 2016 to a high of

90.5% in 2015. The availability factor in fiscal year 2018 was 90.4%. For the last five fiscal years, Stanton Project power costs billed to its participants have ranged from approximately 8.3 to 14.2 cents per kWh, and were 8.3 cents per kWh for fiscal year 2018.

The determination to retire Stanton Unit No. 1 will be made by OUC.

Other than the bonds issued with respect to any refunding relating to the Stanton Project and as described under “THE PROJECT – Project Generating Facilities Owned by FMPA as Part of the Project – Stanton Units,” FMPA has no present intention to issue any additional debt for the Stanton Project. [To the extent that additional funds are needed for capital expenditures for the Stanton Project, FMPA expects that it would issue bonds, borrow from the Initial Pooled Loan Project, or seek bank financing.]

On December 17, 2018, the Project took a transfer and assignment of Vero Beach’s 32.521% Power Entitlement Share (21.3 MW) in the Stanton Project. See “THE POWER SUPPLY CONTRACTS – Withdrawal of Vero Beach” for additional information regarding the withdrawal of Vero Beach from the All-Requirements Power Supply Project.

Stanton II Project

The Stanton II Project consists of a 23.2367% undivided ownership interest of FMPA in the Stanton Energy Unit No. 2. Stanton Unit No. 2 is the second of the two-unit coal fired electric generators at the Stanton Energy Center of OUC. Stanton Unit No. 2 was constructed, and is operated by, OUC. Power from the Stanton II Project is transmitted to the participants utilizing the transmission systems of OUC, FPL and DEF under the respective contracts with each system. The FPL transmission for the Stanton II Project Participants that also participate in the Project (Fort Pierce, Key West, and Starke) is included in the All-Requirements Power Supply Project Network Transmission Service Agreement with FPL which terminates in 2026. The remaining Stanton II Project Participant in FPL’s territory (Homestead) receives its transmission service under the Transmission Service Agreement between FMPA and FPL which terminates upon the earlier of retirement of Stanton Unit No. 2 or December 31, 2032. The transmission agreement with OUC expires on the earlier of retirement of Stanton Unit No. 2 or June 2036.

In addition to the ownership of FMPA in Stanton Unit No. 2 representing FMPA’s Stanton II Project, the other co-owners of undivided ownership interests in Stanton Unit No. 2 are (i) OUC, which owns 71.5909%, and (ii) FMPA, which also owns 5.1724% as part of the Project.

Following debt service payments to be made on October 1, 2019, for which moneys have already been deposited with the bond trustee, FMPA will have outstanding \$112,054,000 of senior bonds and \$0 of subordinated debt issued for the Stanton II Project, the final maturity of which is October 1, 2027.

All debt of FMPA issued for the Stanton II Project is payable from amounts payable by the participants in the Stanton II Project under power sales contracts and project support contracts of the type described above under “OTHER FMPA PROJECTS – Introduction.” Each participant in the Stanton II Project is responsible under its power sales contract and project support contract for the costs of the Stanton II Project in the amount of its participation share in the Stanton Project as shown on APPENDIX A.

Stanton Unit No. 2 began commercial operation on June 1, 1996. The availability factor has averaged 87.9% since that time. For the last five fiscal years, the availability factor has ranged from a low of 84.8% in 2018 to a high of 89.9% in 2015. For the last five fiscal years, Stanton II Project power costs billed to its participants have ranged from approximately 7.7 to 8.5 cents per kWh, and were 8.5 cents per kWh for fiscal year 2018.

Other than the bonds issued with respect to any refunding relating to the Stanton II Project, FMPA has no present intention to issue any additional debt for the Stanton II Project. To the extent that additional funds are needed for capital expenditures for the Stanton II Project, FMPA expects that it would issue bonds, borrow from the Initial Pooled Loan Project, or seek bank financing.

On December 17, 2018, the Project took a transfer and assignment of Vero Beach’s 16.4887% Power Entitlement Share (17.2 MW) in the Stanton II Project. See “THE POWER SUPPLY CONTRACTS – Withdrawal of Vero Beach” for additional information regarding the withdrawal of Vero Beach from the All-Requirements Power Supply Project.

St. Lucie Project

The St. Lucie Project consists of an 8.806% undivided ownership interest of FMPA in St. Lucie Unit No. 2, a pressurized water nuclear generating unit with a summer seasonal net capacity of approximately 984 MW (“St. Lucie Unit No. 2”). St. Lucie Unit No. 2 is part of FPL’s two-unit nuclear generating station located in St. Lucie County, Florida. St. Lucie Unit No. 2 was constructed and is operated by FPL. In addition to St. Lucie Unit No. 2, FPL also owns and operates, as part of the St. Lucie nuclear generating station, the St. Lucie Unit No. 1 pressurized water nuclear electric generating unit which has a summer net capacity of approximately 978 MW (“St. Lucie Unit No. 1”). St. Lucie Units No. 1 and 2 are similar units.

The St. Lucie Project also is party to a Reliability Exchange between FMPA and FPL under which FMPA exchanges with FPL 50% of its share of the output from St. Lucie Unit No. 2 for a like amount from St. Lucie Unit No. 1 in order to provide output when St. Lucie Unit No. 2 is out of service. The result of this exchange is that if St. Lucie Unit No. 2 is out of service, FMPA obtains 50% of its entitlement from St. Lucie Unit No. 1, and if St. Lucie Unit No. 1 is out of service 50% of FMPA’s entitlement from St. Lucie Unit No. 2 is provided to FPL. The Reliability Exchange initially expired on the earlier of (a) the retirement of St. Lucie Units No. 1 and No. 2, and (b) October 1, 2017. FMPA and FPL have agreed to extend the reliability arrangements beyond the initial expiration date of October 1, 2017 to October 1, 2022, although either party has the unilateral right to terminate the agreement upon 60 days’ notice.

St. Lucie Unit No. 2 began commercial operation in August 1983. The capacity factor has averaged 84.1% since that time. For the last five fiscal years, the capacity factor has ranged from a low of 81.1% in 2014, to a high of 92.5% in 2016. The capacity factor for 2018 was 88.1%. For the last five fiscal years, St. Lucie Project power costs billed to its participants have ranged from approximately 7.8 cents to 8.1 cents per kWh, and were 7.8 cents per kWh for fiscal year 2018.

In addition to the ownership of FMPA in St. Lucie Unit No. 2 representing FMPA’s St. Lucie Project, the other co-owners of undivided ownership interests in St. Lucie Unit No. 2 are (i) FPL, which owns 85.10449% and (ii) OUC, which owns 6.08951%.

The term of the operating licenses for St. Lucie Unit No. 1 and St. Lucie Unit No. 2 are currently scheduled to expire in 2036 and 2043, respectively, as the result of the Nuclear Regulatory Commission (“NRC”) granting 20-year operating license renewals for each unit. FPL has indicated that it plans to operate into the extended license periods and that it will periodically review the prudence and economics of continued operations. FMPA may issue bonds relating to the St. Lucie Project to finance its portion of the costs associated with the extension.

In 2012, a project to increase the electrical generating capacity of St. Lucie Units No. 1 and No. 2 (the “Extended Power Uprate Project”) was completed. The Extended Power Uprate Project increased the capacity owned by FMPA through the St. Lucie Project by approximately 13 MW.

FMPA has contracts with FPL and OUC to transmit power and energy from St. Lucie Units No. 1 and No. 2 to the participants in the St. Lucie Project. During 2016, the transmission contract with FPL was amended to extend the agreement beyond its original expiration date of October 1, 2017. The amended transmission contract with FPL expires on October 1, 2042, unless terminated earlier upon mutual agreement of the parties or upon the retirement of St. Lucie Unit No. 2. The transmission contract with OUC ends in 2023 or such earlier time as FMPA is no longer entitled to receive output from the St. Lucie Project.

FPL is responsible for obtaining the fuel for both St. Lucie Units No. 2 and No. 1. FPL supplements wet storage of spent fuel assemblies for St. Lucie with a dry storage process utilizing dry storage containers encased in concrete. This process extends FPL’s capability to store spent fuel indefinitely.

Following debt service payments to be made on October 1, 2019, for which moneys have already been deposited with the bond trustee, FMPA will have outstanding \$125,335,000 of senior bonds issued for the St. Lucie Project, the final maturity of which is October 1, 2026. FMPA, with respect to the St. Lucie Project, also, as of July 31, 2019, has on deposit securities with a maturity value of approximately \$63.9 million, which FMPA anticipates will be used, together with other available funds, to retire the senior bonds issued for the St. Lucie Project on or before October 1, 2026. [To the extent that additional funds are needed for capital expenditures for the St. Lucie Project, FMPA expects that it would issue bonds, borrow from the Initial Pooled Loan Project, or seek bank financing.]

All debt of FMPA issued for the St. Lucie Project is payable from amounts payable by the participants in the St. Lucie Project under power sales contracts and project support contracts of the type described above under “OTHER FMPA PROJECTS – Introduction.” Each participant in the St. Lucie Project is responsible under its power sales contract and project support contract for the costs of the St. Lucie Project in the amount of its participation share in the St. Lucie Project as shown in APPENDIX A.

On December 17, 2018, the All-Requirements Power Supply Project took a transfer and assignment of Vero Beach’s 15.202% Power Entitlement Share (13.2 MW) in the St. Lucie Project. See “THE POWER SUPPLY CONTRACTS – Withdrawal of Vero Beach” for additional information regarding the withdrawal of Vero Beach from the All-Requirements Power Supply Project.

Tri-City Project

The Tri-City Project consists of a 5.3012% undivided ownership interest of FMPA in Stanton Unit No. 1. FMPA has contracts with both OUC and FPL to transmit the power and energy from Stanton Unit No. 1 to the participants in the Tri-City Project. See “OTHER FMPA PROJECTS – Stanton Project” above for a further discussion of Stanton Unit No. 1.

Following debt service payments to be made on October 1, 2019, for which moneys have already been deposited with the bond trustee, FMPA will not have any outstanding debt for the Tri-City Project. [To the extent that additional funds are needed for capital expenditures for the Tri-City Project, FMPA expects that it would issue bonds, borrow from the Initial Pooled Loan Project, or seek bank financing.]

All debt of FMPA issued for the Tri-City Project is payable from amounts payable by the participants in the Tri-City Project under power sales contracts and project support contracts of the type described above under “OTHER FMPA PROJECTS – Introduction.” Each participant in the Tri-City Project is responsible under its power sales contract and project support contract for the costs of the Tri-City Project in the amount of its participation share in the Tri-City Project as shown on APPENDIX A.

For the last five fiscal years, Tri-City Project power costs to its participants have ranged from approximately 8.7 cents to 14.8 cents per kWh, and were 8.7 cents per kWh for fiscal year 2018.

Solar Project

In March 2018, the FMPA Board approved the formation of the Solar Project, as a sixth FMPA power supply project, and FMPA has entered into a power purchase agreement for 57 MW-ac of solar energy on behalf of six (6) FMPA members that are participants in the Solar Project. FRP is developing three solar sites totaling 223.5 MW-ac to be located in Florida with expected in-service dates of June 30, 2020 for two of the solar sites. The third site is experiencing delays associated with interconnection issues and will achieve commercial operation on a future date that has not yet been determined. FMPA is working with FRP to mitigate these delays. The Project will receive a portion of one of these sites, with the remainder of the associated capacity and energy going to OUC and five (5) Participants, as discussed previously.

The Solar Project is not expected to incur debt since most cost obligations under the power purchase agreement are tied to actual energy produced and does not include any fixed capacity charges. However, any debt of FMPA that may be issued for the Solar Project for reimbursable transmission improvements is payable from amounts payable by the participants in the Solar Project under power sales contracts of the type described above under “OTHER FMPA PROJECTS – Introduction.” Each participant in the Solar Project is responsible under its power sales contract for the costs of the Solar Project in the amount of its participation share in the Solar Project.

Environmental and Operational Compliance – Other Projects

FMPA believes that each of the Other Projects’ power generating resources is well-maintained and is in substantive compliance with all current environmental laws and operating permits. FMPA has budgeted capital and operating costs, based on current legal requirements and future requirements that are known and understood. Additional costs may arise from new statutes or changing regulations that cannot currently be predicted and could range from minimal to significant. See “ENVIRONMENTAL REGULATION.”

Initial Pooled Loan Project

FMPA has established the Initial Pooled Loan Project as a vehicle for the financing and refinancing of eligible utility-related projects by its members through the making of loans by FMPA to members of FMPA, FMPA itself, and FMPA, as agent for any of its other projects. In order to provide funds for the making of loans on a taxable or tax-exempt basis, Capital Bank has extended to FMPA a line of credit in the aggregate maximum principal amount of \$25,000,000.

Future Power Supply and Operations

In the future, FMPA may pursue additional power supply alternatives which, if shown to be economically feasible, will be made available to the membership. Power supply alternatives are examined by FMPA to determine if the resource can be competitive with other resources available to the Members or if there is some unique feature which justifies further study. A detailed engineering feasibility study is made for those projects which pass this initial screening process. Upon completion of the detailed study, the project is offered to those Members of FMPA not participating in the Project, who make individual participation decisions and/or to the Project where a decision to participate is made by a majority of the Project members.

STATE REGULATORY OVERSIGHT

In general, the rates of municipal electric utilities in Florida, including the Participants, are established by the governing bodies of such utilities. Under Chapter 366, Florida Statutes, the PSC has jurisdiction over municipal electric utilities to prescribe uniform systems and classifications of accounts, to require electric power conservation and reliability, to establish rules and regulations regarding cogeneration, to approve territorial agreements, to resolve territorial disputes, to prescribe rate structures and to prescribe and require the periodic filing of reports and other data. Pursuant to the rules of the PSC, rate structure is defined as "... the classification system used in justifying different rates between various customer classes." However, the PSC and the Florida Supreme Court have determined that, except as to rate structure, the PSC does not have jurisdiction over municipal electric utility rates, including those of the Participants. The PSC has not asserted any jurisdiction over the rates or rate structure of FMPA. The PSC also has the authority to determine the need for certain new transmission and generation facilities.

In 2014, the Office of the Florida Auditor General performed an operational audit of FMPA, as defined in section 11.45(1)(g), Florida Statutes. The objectives of this type of audit are, in general, to evaluate management's performance in establishing and maintaining internal controls, including controls designed to detect fraud, waste and abuse, as well as to evaluate management's performance in administering assigned responsibilities in accordance with applicable laws, rules, regulations, contracts and other guidelines. The final report, along with FMPA's response, is available at http://www.myflorida.com/audgen/pages/pdf_files/2015-165.pdf. The final report is not incorporated by reference herein and is not a part of this Official Statement.

The Auditor General's final report contained fifteen findings, five of which only concern the Project. FMPA subsequently addressed every audit finding and hired an independent consultant to advise it on two findings regarding natural gas hedging and implementation of the withdrawal provisions of section 29 of the Power Supply Contracts. The final consultant's report was presented to the Executive Committee in December 2015, and all follow-up work was completed by FMPA by August 2016.

During most years from 2008 to 2016, FMPA or its Members faced adverse legislative proposals in each annual session of Florida's Legislature. Most of these adverse legislative efforts were related to efforts by certain Vero Beach customers to attempt to force FMPA to grant Vero Beach contractual concessions for the benefit only of Vero Beach customers. Much of this legislation was sponsored by then-Representative Debbie Mayfield. No such adverse legislation was filed in the 2017 Legislative Session or the 2018 Legislative Session, which ended on March 11, 2018.

On February 16, 2017, Senator Debbie Mayfield requested the Joint Legislative Auditing Committee of the Florida Legislature to authorize a study of FMPA by the Legislature's Office of Program Policy Analysis and Government Accountability ("OPPAGA"). Senator Mayfield was the chair of the Joint Legislative Auditing Committee for the 2017 Legislative Session. The study is supposed to address specifically these nine matters:

- (a) Determine the extent to which the conditions recited in the Interlocal Agreement creating FMPA as justification for the creation of FMPA remain present.

- (b) Evaluate the feasibility of FMPA being regulated by the PSC and recommend a process for bringing FMPA within such regulation.
- (c) Evaluate the potential impacts of the orderly sale of FMPA's interest in power generation assets, including the impact of such a sale on FMPA's debt structure, and the wholesale and retail power markets in Florida.
- (d) Evaluate FMPA's actions in response to the 2015 report of FMPA by the Florida Auditor General, including any remedial or corrective actions taken by FMPA and the effectiveness of the same.
- (e) Evaluate the feasibility and costs of a municipality terminating its FMPA membership and make recommendations for legislative or other action that could reduce those costs.
- (f) Evaluate the feasibility of the orderly dissolution and liquidation of FMPA and recommend a process effectuating the same and providing for the protection of bondholders and other private contractual interests.
- (g) Identify and evaluate FMPA's wholesale rates as compared to the wholesale rates of Florida's investor-owned utilities.
- (h) Identify the benefits of FMPA's programs unrelated to the power generation (e.g. training) and whether such programs can be more efficiently provided by others.
- (i) Evaluate FMPA's fuel hedging practices.

The OPPAGA study was initially scheduled to begin on October 1, 2017. At the request of Senator Mayfield, that start date was delayed to January 1, 2018. As of the date of this Official Statement, no work on the study has, to FMPA's knowledge, commenced.

On January 30, 2019, the Florida Department of State submitted a proposed constitutional initiative petition to the Attorney General entitled "Right to Competitive Energy Market for Customers of Investor-Owned Utilities; Allowing Energy Choice." If the Supreme Court finds the initiative petition meets the requirements of state law, it can be placed on the ballot for Florida's voters as early as November 2020, provided that a total of 766,200 valid signatures are certified by February 1, 2020. As of [August 15, 2019] approximately [355,000] signatures have been certified. FMPA, all Florida's major investor-owned utilities, OUC, and a multitude of other parties, filed briefs opposing the initiative petition before the Supreme Court. The Supreme Court held oral arguments on August 28, 2019. A decision is likely before the end of 2019.

If approved by the Supreme Court, placed on the 2020 ballot, and adopted by Florida's voters, the initiative petition would have many serious consequences for FMPA, the Project, and the Participants. Although legislation would be required to enact the initiative petition, which legislation must be adopted by June 1, 2023, the effects of the initiative petition would include prohibiting FPL and DEF from owning generation and transmission assets, which would affect the Project and its ability to deliver power to Participants, and would affect the St. Lucie Project. Additionally, it would allow all retail customers of investor owned utilities to choose to purchase electricity from any provider of their choice, allow customers to generate and sell electricity to fellow customers, and establish a completely new competitive market in Florida for retail electricity. The Participants are entitled to opt into such new market under the terms of the initiative petition, but their retail electric and integrated utility businesses will be substantially and, possibly, negatively impacted. The sponsor of initiative petition, Citizens for Energy Choices, has made public statements, indicating it believes Florida's electric utility industry would be restructured much as the industry has been restructured in Texas. It is not possible to predict the Supreme Court's ruling, the likelihood of sufficient signatures being certified for the 2020 ballot, the likelihood of adoption by Florida's voters or, if adopted, the impact that implementing legislation may have on FMPA, the Project, and the Participants, except that such impact could be materially adverse.

CERTAIN FACTORS AFFECTING THE ELECTRIC UTILITY INDUSTRY

General

Several notable factors currently affect the electric utility industry, including increasing competition and related regulatory changes, financial difficulties faced by certain industry participants, and increasing costs of complying with environmental and other regulations. Public power utilities also are affected by factors related to their ability to issue tax-exempt obligations and restrictions on the ability to sell, to non-governmental entities, power and energy from generation

projects that are financed with outstanding, tax-exempt debt. FMPA and its members, including the Participants, also could be adversely affected by technological or market developments that change the relative costs of the electric power and energy that FMPA provides to the Participants in comparison with the costs of electric power and energy that is available from other utilities in Florida. FMPA cannot predict what effects these factors will have on the business, operations and financial condition of FMPA or the Participants, but the effects could be significant.

The following sections provide brief discussions of certain of these factors. These discussions do not purport to be comprehensive or definitive, and these matters are subject to change after the date of this Official Statement. Extensive information on the electric utility industry is available from legislative and regulatory bodies and other sources in the public domain.

Energy Policy Act of 1992

The Energy Policy Act of 1992 (the “Energy Policy Act”) made fundamental changes to federal regulation of the electric utility industry, particularly in the area of transmission access. The purpose of the changes was, in part, to bring about increased wholesale electric competition. The Energy Policy Act authorized FERC – upon application by an electric utility, federal power marketing agency, or other power generator – to require a transmitting utility to provide transmission services to the applicant on a cost-of-service basis. Municipally-owned electric utilities are “transmitting utilities” for this purpose. At this time, FERC does not have the authority to require “retail wheeling,” under which a distribution customer of one utility could purchase electricity from another utility or from a non-utility power generator.

In addition to providing for transmission access, the Energy Policy Act required states and utilities to consider adopting integrated resource planning (“IRP”), which allows utility investments in conservation and other demand-side management techniques to be at least as profitable as supply investments. The PSC statutory and regulatory requirements do not specifically subject utilities in Florida to IRP, but when taken together equate to an IRP requirement. The most recent IRP was completed in February 2015. See “THE PROJECT – Future Power Supply.” The Energy Policy Act also established new efficiency standards in industrial and commercial equipment and lighting and required states to establish commercial and residential building codes with energy efficiency standards. Energy efficiency must also be included in utilities’ IRPs.

FERC Transmission Initiatives

On April 24, 1996, FERC issued two rules on transmission access. Order No. 888 required all FERC-jurisdictional utilities to provide transmission service on a non-discriminatory basis. As part of Order No. 888, FERC established a *pro forma* Open Access Transmission Tariff (“OATT”). Order No. 889 established the rules of conduct for open-access providers, including a requirement to separate operationally power sales from transmission. Municipally-owned electric utilities, including FMPA and the Participants, are not subject to FERC jurisdiction under these orders but may be denied transmission service by a FERC-jurisdictional utility if FMPA and the Participants do not offer comparable transmission services. To meet this “reciprocity” requirement, FMPA offers transmission service through a tariff that is comparable to FERC’s *pro forma* OATT.

2005 Energy Policy Act

The 2005 Energy Policy Act was enacted on August 8, 2005. Among other things, the 2005 Energy Policy Act: (a) authorizes FERC to require non-FERC jurisdictional utilities (including FMPA) to provide open access to their transmission systems and to comply with certain rate change provisions of section 205 of the FPA; (b) authorizes FERC to order refunds for certain short-term, wholesale sales by state and municipal power entities (including FMPA) if such sales violate FERC-approved tariffs or FERC rules; (c) allows load-serving entities that hold certain firm transmission rights to continue to use those rights to serve their customers; (d) provides for the establishment of a national electric reliability organization (“ERO”) to develop and enforce, subject to FERC’s oversight, mandatory reliability standards for operation of the transmission grid; (e) prohibits market manipulation and submission of false information and expands civil and criminal penalties for violation of the FPA; (f) gives FERC certain authority to issue construction permits for transmission projects that are to be located in “national interest electric transmission corridors” (to be designated by the Department of Energy); (g) eliminates certain ownership restrictions on qualifying cogeneration and small power production facilities under section 210 of the Public Utility Regulatory Policies Act (“PURPA”) and authorizes FERC to eliminate prospectively utilities’ obligation to purchase from these qualifying facilities; (h) requires state utility regulatory commissions and “non-regulated electric utilities” to consider adopting certain standards on net metering, fuel diversity, fossil fuel plant diversity, certain metering and time-based rate schedules and demand response, and interconnection with

distributed generation facilities* ; (i) replaces regulation of utility holding companies under the Public Utility Holding Company Act of 1935 with more limited oversight of such companies; (j) increases FERC's authority to review mergers of public utility companies; and (k) directs FERC to establish, for transmission companies whose rates are regulated by FERC, rate incentives to invest in transmission.

FERC's implementation of the 2005 Energy Policy Act includes: transmission pricing reform and issuance of rules on the construction of transmission facilities in national interest corridors. Three other, notable implementation efforts are as follows:

First, in February 2007, FERC issued Order No. 890 to reform the *pro forma* OATT. Order No. 890 reaffirmed many elements of Order No. 888, including: (a) the comparability requirement under which a transmission owner must provide, to third-party users, service that is comparable to the transmission owner's use of its system; (b) protections for native load customers; and (c) the reciprocity requirement for non-jurisdictional transmission owners, which include FMPA. Order No. 890's reforms include: (a) greater consistency and transparency in calculating available transmission capacity; (b) open, coordinated and transparent planning; (c) reforms of penalties for energy imbalances; (d) reform of FERC's policy on rollover rights; and I increased transparency and customer access to information.

All public utilities that own or control transmission facilities, including RTOs and Independent System Operators ("ISO"), were required to file revisions to their OATT to conform to *pro forma* language adopted in Order No. 890. As a non-public (non-jurisdictional) utility, FMPA is not required to file an OATT with FERC. However, in order to satisfy the reciprocity requirement, FMPA's OATT conforms with the revisions to the *pro forma* OATT adopted by FERC in Order No. 890. FMPA participated in joint transmission planning efforts that were conducted by the FRCC to address the need for new transmission facilities in the Central Florida region. FMPA plans to participate in ongoing transmission planning processes that were called for in Order No. 890 to the extent provided for by the transmission owning utilities in Florida.

Second, in March 2007, FERC issued Order No. 693 to provide for the development of mandatory, national and regional reliability standards. The standards apply to all users, owners and operators of the bulk-power system in the United States (other than Alaska or Hawaii), including FMPA. FERC certified the NERC as the ERO and several regional entities to develop and enforce the standards. The first set of mandatory, national reliability standards took effect on June 18, 2007. FRCC was one of the regional entities that was responsible for monitoring and enforcing compliance with approved reliability standards. FMPA was registered with FRCC from May 29, 2007 until July 1, 2019 when FRCC dissolved as a Regional Entity. FMPA is now registered with SERC. FMPA has programs in place to ensure that it meets the standards. FMPA also provides assistance to certain of its members regarding compliance with the standards.

During a 2009 compliance audit, FRCC found that FMPA had violated certain reliability standards by failing to establish facility rating for its breakers at its Treasure Coast Energy Center. On November 17, 2010, FMPA and FRCC executed a settlement agreement related to these violations. FRCC determined that the violations were not a serious or substantial risk to the bulk power system. The settlement agreement required FMPA to pay a \$13,600 penalty and follow certain mitigation and remediation plans. FERC approved the settlement agreement on December 30, 2010. FMPA completed the required mitigation actions and preventative measures. FMPA has had no fineable reliability standards violations since. During August 2019, FERC completed the most recent compliance audit of FMPA, with no findings.

Third, in July 2011, FERC issued Order No. 1000 to build on certain of its reforms in Order No. 888 and Order No. 890. Order No. 1000's requirements apply only to "new transmission facilities" and include: (a) the consideration and evaluation of possible transmission alternatives at a regional transmission planning level and the development of a regional transmission plan; (b) the development of procedures for interregional planning to determine whether interregional transmission facilities are more efficient or cost effective than certain regional facilities; (c) the development of methods for regional and interregional cost allocation that is roughly commensurate with the estimated benefits; and (d) for those projects eligible for cost sharing, removal of transmission providers' "right of first refusal" in order to allow competition from nonincumbent developers.

All public utility transmission providers were required to make compliance filings on regional planning and cost allocation within 12 months of the effective date and on interregional planning and cost allocation within 18 months of the effective date. In general, Order No. 1000 permits each region to develop its own processes and procedures to comply with the requirements. FRCC hosted a stakeholder process to discuss proposals for compliance with Order No. 1000, and the Florida transmission providers submitted initial compliance filings with FERC in October 2012. On three occasions,

* FMPA is exempt from these requirements of PURPA because FMPA sells power only at the wholesale level and does not sell power at the retail level.

FERC partially accepted and partially rejected the transmission providers' compliance filings, and directed them to refile. The Florida utilities' response to Order No. 1000 was approved by FERC in August 2015, and the process has since been implemented by FRCC. To date, the Order No. 1000 process has not resulted in any negative consequences to FMPA or the Participants.

Fresh Water Supplies

Unprecedented increases in demand for fresh water supply in Florida has had an effect on the electric utility industry, as the regulating agencies develop programs and activities to address local and regional water resource planning. Electric generators will continue to be required to consider utilization of more expensive alternative sources of water and to limit consumptive use of the state's water resources.

ENVIRONMENTAL REGULATION

FMPA's electric utility operations are subject to extensive environmental regulation. Federal, state, regional and local standards and procedures regulate the environmental impact of FMPA's projects and facilities. These regulations are complex and constantly changing. Consequently, there is no assurance that FMPA's operations will remain subject to the regulations currently in effect, will always be in compliance with future regulations or will always be able to obtain all required operating permits. Compliance with environmental standards is expensive, and difficulties in complying with environmental regulations and permits or changing requirements can increase FMPA's costs of construction, maintenance, refurbishment and operation. The failure to comply or to invest adequately to maintain compliance can result in the curtailment or complete shutdown of individual electric generating units and/or in the imposition of civil and/or criminal penalties. FMPA cannot predict whether future changes to existing legislation, regulations or permits will be enacted or promulgated in a form that will affect FMPA's operations, or the costs that might be incurred if such changes are enacted or promulgated.

Air Pollution Prevention and Control

FMPA's operations are subject to a wide range of regulations governing emissions of air pollutants and pollution control requirements. In addition to regulating conventional contaminants, such as nitrogen oxides ("NO_x"), sulfur dioxide ("SO₂"), ozone, and fine particulate matter ("PM_{2.5}"), existing state and federal regulations impose permitting and pollution control requirements to assess and reduce emissions of carbon dioxide ("CO₂"), in connection with the construction of new, major stationary sources or significant modifications of such sources. In addition, various programs impose new regulation upon existing major stationary sources, including fossil fuel-fired electricity generating units.

New Source Review. EPA and states regularly pursue New Source Review ("NSR") enforcement actions for certain modifications made in the past to air emission units without prior approval under NSR requirements. Additionally, private citizens can bring citizen lawsuits to enforce NSR requirements. If modifications conducted at facilities in the past were, or in the future are, significant modifications made without NSR, such modifications may result in enforcement action or citizen suits; including possible enforcement for routine maintenance, repair and replacement events that may trigger NSR. FMPA and OUC evaluate facility modifications on a regular basis for potential regulatory impacts, including NSR. There are no current plans for modifications that would require NSR review. FMPA and OUC have not received any notice of any activity or communication from EPA, the state, or private citizens regarding NSR violations at Project facilities.

Acid Rain Program. EPA's acid rain program requires nationwide reductions of SO₂ and NO_x emissions from electric utility generating units by allocating emission allowances to power plants based on historical or calculated levels. Both SO₂ and NO_x emissions were "capped," and allowances were allocated at levels that declined over time to reduce overall emissions. New and existing FMPA facilities must operate in compliance with these requirements. FMPA has budgeted for such compliance activities and does not anticipate any unexpected acid rain program compliance issues or costs.

Cross-State Air Pollution Rule. EPA's updated modeling under the Cross-State Air Pollution Rule ("CSAPR"), based on 2008 and 2015 ozone National Ambient Air Quality Standards ("NAAQS"), indicates that the state of Florida does not contribute significantly to ozone air quality problems in downwind states. As a result, the state of Florida has been removed from the CSAPR program, effective May 1, 2017. If CSAPR is reinstated in Florida on a future date as a result of updated modeling, FMPA and OUC will operate in accordance with the updated rule.

Mercury and Air Toxics Standards. In 2012, EPA finalized a rule, called the Mercury and Air Toxics Standards (“MATS”), to reduce emissions of toxic air pollutants, including mercury, from electric generating facilities, and subsequently amended the rule in 2013 and 2014. The MATS set technology-based emission limitation standards for mercury and other toxic air pollutants, reflecting levels achieved by the best performing coal- and oil-fired electric generating units currently in operation. The final rule set standards for all hazardous air pollutants emitted by coal- and oil-fired electric generating units with a capacity of 25 megawatts or greater.

In June 2015, the U.S. Supreme Court determined that EPA’s rule did not properly consider costs in developing the MATS and directed EPA to address costs. In response to the Supreme Court’s decision, on April 14, 2016, EPA issued a cost consideration and a final finding that it is appropriate and necessary to set standards for emissions of air toxics from coal-and oil-fired power plants. EPA’s final finding has been challenged in the U.S. Court of Appeals for the District of Columbia. The Court of Appeals suspended proceedings in that challenge following an EPA request to delay the proceedings in light of the change in Administration. In February 2019, EPA proposed revisions to its appropriate and necessary finding. EPA is expected to finalize a revised appropriate and necessary finding in November 2019.

The MATS rule, despite the pending legal proceedings, is still in effect as finalized, and applies to Stanton Units 1 and 2, which are currently in compliance with requirements for all pollutants under MATS.

Ozone National Ambient Air Quality Standards. On October 26, 2015, EPA published final rules establishing NAAQS for ground level ozone, strengthening the primary and secondary standards from 75 ppb to 70 ppb. EPA also finalized the extended ozone season in Florida, to a twelve-month, or annual, season. On November 16, 2017, EPA published the final rule designating 61 of Florida’s 67 counties as attainment/unclassifiable. On June 4, 2018, EPA published designations for the remaining six counties, designating all as attainment/unclassifiable, with the exception of Duval County. On August 18, 2019, EPA proposed re-designation of Duval County to attainment/unclassifiable. FMPPA’s facilities are all located within attainment areas and are not impacted by the unclassifiable designation of Duval County. Current data provided by FDEP indicates that all areas of Florida will be in attainment with the revised standards.

EPA Regulatory Actions for Power Plants

On October 23, 2015, EPA published final performance standards for carbon emissions from new, modified and reconstructed electric generating units, establishing standards of performance for CO₂ emissions from these units. Since FMPPA has no immediate plans to develop, modify or reconstruct any units, this rule is not currently applicable to FMPPA. On the same date, EPA issued final guidelines for Existing Power Plants, called the Clean Power Plan (“CPP”), which requires states to regulate CO₂ emissions from existing fossil fuel-fired power plants.

On February 9, 2016 the United States Supreme Court in a 5-4 decision blocked implementation of CPP pending a court challenge by 29 states, various corporations and industry groups.

On March 28, 2017, President Trump issued a broad Executive Order addressing United States climate change policy, directing EPA to immediately review the CPP and the performance standards for new, modified and reconstructed units. On the same date, EPA asked the U.S. Court of Appeals for the D.C. Circuit to hold in abeyance the challenges to the CPP and new unit standards while EPA works to repeal and replace the rule. On July 8, 2019, EPA issued a final rule that would repeal the CPP and also finalized the Affordable Clean Energy (“ACE”) rule to replace the CPP, and the rule became effective on September 6, 2019. The ACE rule requires efficiency improvements for some coal-fired power plants. The rule is expected to be challenged.

Due to the pending legal challenges and rulemaking proceedings initiated by EPA, it is unclear when, if at all, regulation of CO₂ emissions from existing units may become effective. FMPPA continues to actively monitor these activities and will participate in such proceedings as necessary. FMPPA remains well-positioned for compliance with CO₂-related emissions regulation, due to high reliance on Natural Gas Combined Cycle (“NGCC”) generation. The impact to FMPPA and operations will depend on the development and implementation of applicable regulations and available technologies and cannot be determined at this time.

Waste Management

The Comprehensive Environmental Response, Compensation and Liability Act (“CERCLA”). CERCLA requires cleanup of sites from which there has been a release or threatened release of hazardous substances and authorizes the EPA to take any necessary response action at the locations of such releases. The operation of coal-based generating facilities

produces coal ash and other wastes, which, if released on-site or disposed of inappropriately off-site, may result in liability for removal and cleanup, or the payment of damages.

Coal Ash. Coal-based generating facilities produce coal ash waste that requires disposal. In most cases, coal ash is disposed of in on-site landfills that require industrial solid waste permits, and the facility is responsible for the proper maintenance and monitoring of the landfill. On April 17, 2015, EPA published a final rule regulating the disposal of coal ash under subtitle D of RCRA. In July 2018, EPA finalized revisions to the CCR rule, but some of the revisions were remanded by the D.C. Circuit in August 2018. In July 2019, EPA proposed additional revisions to the CCR rule. Due to the rulemaking proceedings initiated by EPA and potential legal challenges, some of the requirements of the CCR rule could change over time. The coal ash rule currently in effect requires OUC to ensure structural integrity of existing landfills, follow certain operating criteria, and install groundwater monitoring wells, and may also require the investigation and monitoring of releases from landfills. These requirements apply to the Stanton Units. OUC has evaluated the impact of the CCR Rule and has developed a compliance strategy and does not expect that its costs for compliance with the CCR Rule will be material.

Additional Environmental Issues

Cooling Water. EPA published Rule 316(b) for cooling water intake on August 15, 2014, and the rule became effective on October 14, 2014. Section 316(b) of the Clean Water Act requires EPA to issue regulations on the design and operation of cooling water intake structures in order to minimize adverse environmental impacts. The rule is applicable to sites subject to permitting requirements under the National Pollutant Discharge Elimination System (“NPDES”) that withdraw cooling water from waters of the U.S. and have design intake flows greater than 2 MGD. The rule requires that the location, design, construction, and capacity of cooling water intake structures reflect the best technology available for minimizing adverse environmental impacts.

The Section 316(b) rule applies to St. Lucie Unit No. 2. FPL will be upgrading the plant intake velocity caps at St. Lucie, if required, to address the impingement provisions of the rule. In addition, FPL will also perform extensive studies over the next several years to determine the extent of environmental impacts associated with the entrainment provisions of the rule. When the studies are completed, FPL, in conjunction with FDEP, will determine if any further compliance upgrades are warranted.

Effluent Guidelines. On November 3, 2015, EPA finalized a rule setting technology-based limits on the levels of toxic metals in wastewater discharge from power plants. The Effluent Limitations Guidelines and Standards (“ELGs”) require that electric generating units adopt new control technologies, process changes, and internal controls to reduce toxic metals in wastewater. The ELGs were scheduled to be implemented starting in 2018; however, EPA finalized a rule in September 2017 that delayed implementation of the ELGs until 2020. In April 2019, the U.S. Court of Appeals for the Fifth Circuit remanded portions of the 2015 ELGs because it determined that some of the standards were not sufficiently stringent. EPA also has stated that it intends to propose revisions to the 2015 ELG rule by December 2019. Due to the pending legal challenges and rulemaking proceedings initiated by EPA, it is unclear what the ELGs may require and when the ELGs will may become effective.

Litigation. Many of the issues raised by existing and proposed environmental regulations are the subject of frequent and pending litigation. Such litigation challenges the implementation of new rules, and can challenge the application of existing rules to specific situations or facilities. This litigation does not currently affect FMPA directly, but could have future effects upon permit requirements applicable to FMPA projects and indirectly upon project costs and operations.

Changing Legislation. Environmental requirements are driven by state and federal legislation. Such legislation can radically change the regulatory context in which FMPA operates, and can require increased capital or operating expenditures, or reduced operations, at existing and/or new generating facilities. Any such legislative changes are inherently impossible to predict with any certainty, particularly in the way they might apply to specific organizations or facilities, such as FMPA and its facilities. FMPA, through its lobbyists and participation in state and national advocacy groups, maintains awareness of legislative issues that may impact operations, participating in advocacy roles as warranted.

UNDERWRITING

Barclays Capital Inc. is acting as the representative on behalf of itself and BofA Securities, Inc. (collectively, the “Underwriters”). The Underwriters have agreed, subject to certain conditions, to purchase all, but not less than all, of the Series 2019A Bonds from FMPA at a purchase price of \$_____, representing the principal amount of the Series 2019A Bonds plus original issue premium of \$_____ and less an underwriting discount of \$_____. The Underwriters have agreed, subject to certain conditions, to purchase all, but not less than all, of the Series 2019B Bonds from FMPA at a purchase price of \$_____, representing the principal amount of the Series 2019B Bonds less an underwriting discount of \$_____. The Offered Securities may be offered and sold to certain dealers (including dealers depositing the Offered Securities into investment trusts) and others at prices lower than such public offering price and such public offering price may be changed, from time to time, by the Underwriters.

BofA Securities, Inc., an underwriter of the Offered Securities, has entered into a distribution agreement with its affiliate Merrill Lynch, Pierce, Fenner & Smith Incorporated (“MLPF&S”). As part of this arrangement, BofA Securities, Inc. may distribute securities to MLPF&S, which may in turn distribute such securities to investors through the financial advisor network of MLPF&S. As part of this arrangement, BofA Securities, Inc. may compensate MLPF&S as a dealer for their selling efforts with respect to the Offered Securities.

The Underwriters and their respective affiliates are full service financial institutions engaged in various activities, which may include securities trading, commercial and investment banking, finance advisory, investment management, principal investment, hedging, financing and brokerage activities. Certain of the Underwriters and their respective affiliates have, from time to time, performed, and may in the future perform, various investment banking services for the Agency for which they have received or will receive customary fees and expenses.

In the ordinary course of their various business activities, the Underwriters and their respective affiliates may make or hold a broad array of investments and actively trade debt and equity securities (or related derivative securities) and financial instruments (which may include bank loans and/or credit default swaps) for their own account and for the accounts of their customers and may at any time hold long and short positions in such securities and instruments. Such investment and securities activities may involve securities and instruments of the Agency.

FINANCIAL ADVISOR

Dunlap & Associates, Inc., Orlando, Florida, is FMPA’s financial advisor for the Offered Securities. The financial advisor has provided FMPA advice on the plan of financing and reviewed the pricing of the Offered Securities. The financial advisor has not independently verified the information contained in this Official Statement and does not assume responsibility for the accuracy, completeness or fairness of such information. The financial advisor’s fees for serving as financial advisor are not contingent upon the issuance of the Offered Securities.

FMPA has retained the firms of Dunlap & Associates, Inc. and PFM Financial Advisors LLC as its municipal advisors. FMPA is represented by and will rely on Dunlap & Associates, Inc. and PFM Financial Advisors LLC, as managing financial advisor and co-financial advisor respectively, to provide advice on proposals from financial services firms concerning the issuance of municipal securities and municipal financial products, including investments of bond proceeds and escrow investments. PFM Financial Advisors LLC is not acting as a financial advisor for the Offered Securities.

LITIGATION

No litigation is pending or, to the knowledge of FMPA, threatened in any court to restrain or enjoin the issuance of any of the Offered Securities or the collection of revenues pledged or to be pledged to pay the principal of and interest on the Offered Securities, or in any way contesting or affecting the validity of the Offered Securities or the Resolution or the power to collect and pledge revenues to pay the Offered Securities.

FMPA received notice pursuant to Section 768.28, Florida Statutes, of an intent to file suit against FMPA for property contamination and related damages relating to FMPA’s interests as a co-owner of the Stanton Energy Center. For additional information, see paragraph F of Note XVI to the audited financial statements included in FMPA’s Annual Audit Report for its fiscal year ended September 30, 2018. See APPENDIX C – “FMPA’S ANNUAL AUDIT REPORT FOR ITS FISCAL YEAR ENDED SEPTEMBER 30, 2018.”

ENFORCEABILITY OF REMEDIES

The remedies available to the Trustee or owners of the Offered Securities upon an event of default under the Resolution are in many respects dependent upon judicial actions which are often subject to discretion and delay. Under existing constitutional and statutory law and judicial decisions, including specifically Title 11 of the United States Code, the remedies specified by the federal bankruptcy code, the Resolution and the Offered Securities may not be readily available or may be limited. The various legal opinions to be delivered concurrently with the delivery of the Offered Securities (including Bond Counsel's approving opinion) are qualified, as to the enforceability of the various legal instruments, by limitations imposed by bankruptcy, reorganization, insolvency or other similar laws affecting the rights of creditors enacted before or after such delivery.

CREDIT RATINGS

Offered Securities

The Offered Securities are rated "[]" by Moody's Investors Service, Inc. ("Moody's") and "[]" by Fitch Ratings ("Fitch").

General

The respective ratings by Fitch and Moody's of the Offered Securities reflect only the views of such organizations and any desired explanation of the significance of such ratings or other statements given by the rating agencies with respect thereto should be obtained from the rating agency furnishing the same, at the following addresses: Fitch, Inc., 33 Whitehall Street, New York, New York 10004 and Moody's Investors Service, Inc., 7 World Trade Center, 250 Greenwich Street, New York, New York 10007. FMPA has furnished to each rating agency rating the Offered Securities information, including information not included in this Official Statement, about FMPA and the Offered Securities. Generally, a rating agency bases its rating and outlook on the information and materials furnished to it and on investigations, studies and assumptions of its own. There is no assurance such ratings for the Offered Securities will continue for any given period of time or that any of such ratings will not be revised downward or withdrawn entirely by any of the rating agencies, if, in the judgment of such rating agency or agencies, circumstances so warrant. Those circumstances may include, among other things, changes in or unavailability of information relating to FMPA or the Offered Securities. Any such downward revision or withdrawal of such ratings may have an adverse effect on the market price of the Offered Securities.

TAX MATTERS

The Series 2019A Bonds

Federal Income Taxes

The Internal Revenue Code of 1986, as amended (the "Code"), imposes certain requirements that must be met subsequent to the issuance and delivery of the Series 2019A Bonds for interest thereon to be and remain excluded from gross income for Federal income tax purposes. Noncompliance with such requirements could cause the interest on the Series 2019A Bonds to be included in gross income for Federal income tax purposes retroactive to the date of issue of the Series 2019A Bonds. Pursuant to the Resolution and the Tax Certificate executed in connection with the delivery of the Series 2019A Bonds, FMPA has covenanted to comply with the applicable requirements of the Code in order to maintain the exclusion of the interest on the Series 2019A Bonds from gross income for Federal income tax purposes pursuant to Section 103 of the Code. In addition, FMPA has made certain representations and certifications in the Resolution and the Tax Certificate. Bond Counsel will not independently verify the accuracy of those representations and certifications.

In the opinion of Nixon Peabody LLP, Bond Counsel, under existing law and assuming compliance with the aforementioned covenant, and the accuracy of certain representations and certifications made by FMPA described above, interest on the Series 2019A Bonds is excluded from gross income for Federal income tax purposes under Section 103 of the Code. Bond Counsel is also of the opinion that such interest is not treated as a preference item in calculating the alternative minimum tax imposed under the Code.

Original Issue Discount

Bond Counsel is further of the opinion that the excess of the principal amount of a maturity of the Series 2019A Bonds over the price at which a substantial amount of such maturity of the Series 2019A Bonds was sold to the public (excluding bond houses, brokers or similar persons or organizations acting in the capacity of underwriters or

wholesalers) (each, a “Discount Bond” and collectively the “Discount Bonds”) constitutes original issue discount which is excluded from gross income for federal income tax purposes to the same extent as interest on the Series 2019A Bonds. Further, such original issue discount accrues actuarially on a constant interest rate basis over the term of each Discount Bond and the basis of each Discount Bond acquired at such initial offering price by an initial purchaser thereof will be increased by the amount of such accrued original issue discount. The accrual of original issue discount may be taken into account as an increase in the amount of tax-exempt income for purposes of determining various other tax consequences of owning the Discount Bonds, even though there will not be a corresponding cash payment. Owners of the Discount Bonds are advised that they should consult with their own advisors with respect to the state and local tax consequences of owning such Discount Bonds.

Original Issue Premium

Series 2019A Bonds sold at prices in excess of their principal amounts are “Premium Bonds”. An initial purchaser with an initial adjusted basis in a Premium Bond in excess of its principal amount will have amortizable bond premium which is not deductible from gross income for federal income tax purposes. The amount of amortizable bond premium for a taxable year is determined actuarially on a constant interest rate basis over the term of each Premium Bond based on the purchaser’s yield to maturity (or, in the case of Premium Bonds callable prior to their maturity, over the period to the call date, based on the purchaser’s yield to the call date and giving effect to any call premium). For purposes of determining gain or loss on the sale or other disposition of a Premium Bond, an initial purchaser who acquires such obligation with an amortizable bond premium is required to decrease such purchaser’s adjusted basis in such Premium Bond annually by the amount of amortizable bond premium for the taxable year. The amortization of bond premium may be taken into account as a reduction in the amount of tax-exempt income for purposes of determining various other tax consequences of owning such Series 2019A Bonds. Owners of the Premium Bonds are advised that they should consult with their own advisors with respect to the state and local tax consequences of owning such Premium Bonds.

Ancillary Tax Matters

Ownership of the Series 2019A Bonds may result in other federal tax consequences to certain taxpayers, including, without limitation, certain S corporations, foreign corporations with branches in the United States, property and casualty insurance companies, individuals receiving Social Security or Railroad Retirement benefits, individuals seeking to claim the earned income credit, and taxpayers (including banks, thrift institutions and other financial institutions) who may be deemed to have incurred or continued indebtedness to purchase or to carry the Series 2019A Bonds.

Interest paid on tax-exempt obligations such as the Series 2019A Bonds is subject to information reporting to the Internal Revenue Service (the “IRS”) in a manner similar to interest paid on taxable obligations. In addition, interest on the Series 2019A Bonds may be subject to backup withholding if such interest is paid to a registered owner that (a) fails to provide certain identifying information (such as the registered owner’s taxpayer identification number) in the manner required by the IRS, or (b) has been identified by the IRS as being subject to backup withholding.

Bond Counsel is not rendering any opinion as to any Federal tax matters other than those opinions attached as Appendix E. Prospective investors, particularly those who may be subject to special rules described above, are advised to consult their own tax advisors regarding the federal tax consequences of owning and disposing of the Series 2019A Bonds, as well as any tax consequences arising under the laws of any state or other taxing jurisdiction.

Changes in Law and Post Issuance Events

Legislative or administrative actions and court decisions, at either the federal or state level, could have an adverse impact on the potential benefits of the exclusion from gross income of the interest on the Series 2019A Bonds for Federal or state income tax purposes, and thus on the value or marketability of the Series 2019A Bonds. This could result from changes to Federal or state income tax rates, changes in the structure of Federal or state income taxes (including replacement with another type of tax), repeal of the exclusion of the interest on the Series 2019A Bonds from gross income for Federal or state income tax purposes, or otherwise. It is not possible to predict whether any legislative or administrative actions or court decisions having an adverse impact on the Federal or state income tax treatment of holders of the Series 2019A Bonds may occur. Prospective purchasers of the Series 2019A Bonds should consult their own tax advisors regarding the impact of any change in law on the Series 2019A Bonds.

Bond Counsel has not undertaken to advise in the future whether any events after the date of issuance and delivery of the Series 2019A Bonds may affect the tax status of interest on the Series 2019A Bonds. Bond Counsel expresses no opinion as to any Federal, state or local tax law consequences with respect to the Series 2019A Bonds, or the

interest thereon, if any action is taken with respect to the Series 2019A Bonds or the proceeds thereof upon the advice or approval of other counsel.

The Series 2019B Bonds

The following is a summary of certain anticipated United States federal income tax consequences of the purchase, ownership and disposition of the Series 2019B Bonds. The summary is based upon the provisions of the Code, the Treasury Regulations promulgated thereunder and the judicial and administrative rulings and decisions now in effect, all of which are subject to change. Such authorities may be repealed, revoked, or modified, possibly with retroactive effect, so as to result in United States federal income tax consequences different from those described below. The summary generally addresses Series 2019B Bonds held as capital assets within the meaning of Section 1221 of the Code and does not purport to address all aspects of federal income taxation that may affect particular investors in light of their individual circumstances or certain types of investors subject to special treatment under the federal income tax laws, including but not limited to financial institutions, insurance companies, dealers in securities or currencies, persons holding such Series 2019B Bonds as a hedge against currency risks or as a position in a “straddle,” “hedge,” “constructive sale transaction” or “conversion transaction” for tax purposes, or persons whose functional currency is not the United States dollar. It also does not deal with holders other than original purchasers that acquire Series 2019B Bonds at their initial issue price except where otherwise specifically noted. Potential purchasers of the Series 2019B Bonds should consult their own tax advisors in determining the federal, state or, local, foreign and other tax consequences to them of the purchase, holding and disposition of the Series 2019B Bonds.

FMPA has not sought and will not seek any rulings from the Internal Revenue Service with respect to any matter discussed herein. No assurance can be given that the Internal Revenue Service would not assert, or that a court would not sustain, a position contrary to any of the tax characterizations and tax consequences set forth below.

U.S. Holders

As used herein, the term “U.S. Holder” means a beneficial owner of Series 2019B Bonds that is (a) an individual citizen or resident of the United States for federal income tax purposes, (b) a corporation, including an entity treated as a corporation for federal income tax purposes, created or organized in or under the laws of the United States or any State thereof (including the District of Columbia), (c) an estate whose income is subject to federal income taxation regardless of its source, or (d) a trust if a court within the United States can exercise primary supervision over the administration of the trust and one or more U.S. persons have the authority to control all substantial decisions of the trust. Notwithstanding clause (d) of the preceding sentence, to the extent provided in Treasury regulations, certain trusts in existence on August 20, 1996, and treated as United States persons prior to that date that elect to continue to be treated as United States persons also will be U.S. Holders. In addition, if a partnership (or other entity or arrangement treated as a partnership for federal income tax purposes) holds Series 2019B Bonds, the tax treatment of a partner in the partnership generally will depend upon the status of the partner and the activities of the partnership. If a U.S. Holder is a partner in a partnership (or other entity or arrangement treated as a partnership for federal income tax purposes) that holds Series 2019B Bonds, the U.S. Holder is urged to consult its own tax advisor regarding the specific tax consequences of the purchase, ownership and dispositions of Series 2019B Bonds.

Generally

Interest on the Series 2019B Bonds is not excluded from gross income for federal income tax purposes under Code section 103 and so will be fully subject to federal income taxation. Purchasers (other than those who purchase Series 2019B Bonds in the initial offering at their principal amounts) will be subject to federal income tax accounting rules affecting the timing and/or characterization of payments received with respect to such Series 2019B Bonds. In general, interest paid on the Series 2019B Bonds and recovery of any accrued original issue discount and market discount will be treated as ordinary income to a Bondholder, and after adjustment for the foregoing, principal payments will be treated as a return of capital to the extent of the U.S. Holder’s adjusted tax basis in the Series 2019B Bonds and capital gain to the extent of any excess received over such basis.

Original Issue Discount

The following summary is a general discussion of certain federal income tax consequences of the purchase, ownership and disposition of Series 2019B Bonds issued with original issue discount (“Discount Series 2019B Bonds”). A Series 2019B Bond will be treated as having been issued at an original issue discount if the excess of its “stated redemption price at maturity” (defined below) over its issue price (defined as the initial offering price to the public at

which a substantial amount of the Series 2019B Bonds of the same maturity have first been sold to the public, excluding bond houses and brokers) equals or exceeds one quarter of one percent of such Series 2019B Bond's stated redemption price at maturity multiplied by the number of complete years to its maturity (or, in the case of an installment obligation, its weighted average maturity).

A Discount Series 2019B Bond's "stated redemption price at maturity" is the total of all payments provided by the Discount Series 2019B Bond that are not payments of "qualified stated interest." Generally, the term "qualified stated interest" includes stated interest that is unconditionally payable in cash or property (other than debt instruments of the issuer) at least annually at a single fixed rate or certain floating rates.

In general, the amount of original issue discount includible in income by the initial holder of a Discount Series 2019B Bond is the sum of the "daily portions" of original issue discount with respect to such Discount Series 2019B Bond for each day during the taxable year in which such holder held such Discount Series 2019B Bond. The daily portion of original issue discount on any Discount Series 2019B Bond is determined by allocating to each day in any "accrual period" a ratable portion of the original issue discount allocable to that accrual period.

An accrual period may be of any length, and may vary in length over the term of a Discount Series 2019B Bond, provided that each accrual period is not longer than one year and each scheduled payment of principal or interest occurs at the end of an accrual period. The amount of original issue discount allocable to each accrual period is equal to the difference between (i) the product of the Discount Series 2019B Bond's adjusted issue price at the beginning of such accrual period and its yield to maturity (determined on the basis of compounding at the close of each accrual period and appropriately adjusted to take into account the length of the particular accrual period) and (ii) the amount of any qualified stated interest payments allocable to such accrual period. The "adjusted issue price" of a Discount Series 2019B Bond at the beginning of any accrual period is the sum of the issue price of the Discount Series 2019B Bond plus the amount of original issue discount allocable to all prior accrual periods minus the amount of any prior payments on the Discount Series 2019B Bond that were not qualified stated interest payments. Under these rules, holders generally will have to include in income increasingly greater amounts of original issue discount in successive accrual periods.

Holders utilizing the accrual method of accounting may generally, upon election, include in gross income all interest (including stated interest, acquisition discount, original issue discount, de minimis original issue discount, market discount, de minimis market discount, and unstated interest, as adjusted by any amortizable bond premium or acquisition premium) on the Discount Series 2019B Bond by using the constant yield method applicable to original issue discount, subject to certain limitations and exceptions.

Market Discount

Any owner who purchases a Series 2019B Bond at a price which includes market discount (i.e., at a purchase price that is less than its adjusted issue price in the hands of an original owner) in excess of a prescribed de minimis amount will be required to recharacterize all or a portion of the gain as ordinary income upon receipt of each scheduled or unscheduled principal payment or upon other disposition. In particular, such owner will generally be required either (a) to allocate each such principal payment to accrued market discount not previously included in income and to recognize ordinary income to that extent and to treat any gain upon sale or other disposition of such a Series 2019B Bond as ordinary income to the extent of any remaining accrued market discount or (b) to elect to include such market discount in income currently as it accrues on all market discount instruments acquired by such owner on or after the first day of the taxable year to which such election applies.

The Code authorizes the Treasury Department to issue regulations providing for the method for accruing market discount on debt instruments the principal of which is payable in more than one installment. Until such time as regulations are issued by the Treasury Department, certain rules described in the legislative history of the Tax Reform Act of 1986 will apply. Under those rules, market discount will be included in income either (a) on a constant interest basis or (b) in proportion to the accrual of stated interest.

An owner of a Series 2019B Bond who acquires such Series 2019B Bond at a market discount also may be required to defer, until the maturity date of such Series 2019B Bonds or the earlier disposition in a taxable transaction, the deduction of a portion of the amount of interest that the owner paid or accrued during the taxable year on indebtedness incurred or maintained to purchase or carry a Series 2019B Bond in excess of the aggregate amount of interest (including original issue discount) includable in such owner's gross income for the taxable year with respect to such Series 2019B Bond. The amount of such net interest expense deferred in a taxable year may not exceed the amount of market discount accrued on the Series 2019B Bond for the days during the taxable year on which the owner held the Series 2019B Bond.

and, in general, would be deductible when such market discount is includable in income. The amount of any remaining deferred deduction is to be taken into account in the taxable year in which the Series 2019B Bond matures or is disposed of in a taxable transaction. In the case of a disposition in which gain or loss is not recognized in whole or in part, any remaining deferred deduction will be allowed to the extent gain is recognized on the disposition. This deferral rule does not apply if the Bondholder elects to include such market discount in income currently as described above.

Bond Premium

A holder of a Series 2019B Bond who purchases such Series 2019B Bond at a cost greater than its remaining redemption amount will have amortizable bond premium. If the holder elects to amortize this premium under Section 171 of the Code (which election will apply to all Series 2019B Bonds held by the holder on the first day of the taxable year to which the election applies and to all Series 2019B Bonds thereafter acquired by the holder), such a holder must amortize the premium using constant yield principles based on the holder's yield to maturity. Amortizable bond premium is generally treated as an offset to interest income, and a reduction in basis is required for amortizable bond premium that is applied to reduce interest payments. Holders of any Series 2019B Bonds who acquire such Series 2019B Bonds at a premium should consult with their own tax advisors with respect to state and local tax consequences of owning such Series 2019B Bonds.

Surtax on Unearned Income

Recently enacted legislation generally imposes a tax of 3.8% on the "net investment income" of certain individuals, trusts and estates for taxable years beginning after December 31, 2012. Among other items, net investment income generally includes gross income from interest and net gain attributable to the disposition of certain property, less certain deductions. U.S. Holders should consult their own tax advisors regarding the possible implications of this legislation in their particular circumstances.

Sale or Redemption of Series 2019B Bonds

A Bondholder's adjusted tax basis for a Series 2019B Bond is the price such owner pays for the Series 2019B Bond plus the amount of original issue discount and market discount previously included in income and reduced on account of any payments received on such Series 2019B Bond other than "qualified stated interest" and any amortized bond premium. Gain or loss recognized on a sale, exchange or redemption of a Series 2019B Bond, measured by the difference between the amount realized and the Bondholder's tax basis as so adjusted, will generally give rise to capital gain or loss if the Series 2019B Bond is held as a capital asset (except in the case of Series 2019B Bonds acquired at a market discount, in which case a portion of the gain will be characterized as interest and therefore ordinary income).

If the terms of the Series 2019B Bonds are materially modified, in certain circumstances, a new debt obligation would be deemed created and exchanged for the prior obligation in a taxable transaction. Among the modifications which may be treated as material are those which related to the redemption provisions and, in the case of a nonrecourse obligation, those which involve the substitution of collateral. The defeasance of the Series 2019B Bonds may also result in a deemed sale or exchange of such Series 2019B Bonds under certain circumstances.

EACH POTENTIAL HOLDER OF SERIES 2019B BONDS SHOULD CONSULT ITS OWN TAX ADVISOR CONCERNING (1) THE TREATMENT OF GAIN OR LOSS ON SALE OR REDEMPTION OF THE SERIES 2019B BONDS, AND (2) THE CIRCUMSTANCES IN WHICH SERIES 2019B BONDS WOULD BE DEEMED REISSUED AND THE LIKELY EFFECTS, IF ANY, OF SUCH REISSUANCE.

Backup Withholding

For each calendar year in which the Series 2019B Bonds are outstanding, FMPA, its agents or paying agents or a broker is required to provide the IRS with certain information, including a holder's name, address and taxpayer identification number (either the holder's Social Security number or its employer identification number, as the case may be), the aggregate amount of principal and interest paid to that holder during the calendar year and the amount of tax withheld, if any. This obligation, however, does not apply with respect to certain U.S. Holders, including corporations, tax-exempt organizations, qualified pension and profit sharing trusts, and individual retirement accounts and annuities.

If a U.S. Holder subject to the reporting requirements described above fails to supply its correct taxpayer identification number in the manner required by applicable law or under-reports its tax liability, FMPA, its agents or paying agents or a broker may be required to make "backup" withholding of tax on each payment of interest or principal

on the Series 2019B Bonds. This backup withholding is not an additional tax and may be credited against the U.S. Holder's federal income tax liability, provided that the U.S. Holder furnishes the required information to the IRS.

Under current Treasury Regulations, backup withholding and information reporting will not apply to payments of interest made by FMPA, its agents (in their capacity as such) or paying agents or a broker to a Non-U.S. Holder if such holder has provided the required certification that it is not a U.S. person (as set forth in the second paragraph under "— Non-U.S. Holders" above), or has otherwise established an exemption (provided that neither FMPA nor its agent has actual knowledge that the holder is a U.S. person or that the conditions of an exemption are not in fact satisfied).

Payments of the proceeds from the sale of a Series 2019B Bond to or through a foreign office of a broker generally will not be subject to information reporting or backup withholding. However, information reporting (but not backup withholding) may apply to those payments if the broker is one of the following:

- a U.S. person;
- a controlled foreign corporation for U.S. tax purposes;
- a foreign person 50-percent or more of whose gross income from all sources for the three-year period ending with the close of its taxable year preceding the payment was effectively connected with a United States trade or business; or
- a foreign partnership with certain connections to the United States.

Payment of the proceeds from a sale of a Series 2019B Bond to or through the United States office of a broker is subject to information reporting and backup withholding unless the holder or beneficial owner certifies as to its taxpayer identification number or otherwise establishes an exemption from information reporting and backup withholding.

The preceding federal income tax discussion is included for general information only and may not be applicable depending upon a holder's particular situation. Holders should consult their tax advisors with respect to the tax consequences to them of the purchase, ownership and disposition of the Series 2019B Bonds, including the tax consequences under federal, state, local, foreign and other tax laws and the possible effects of changes in those tax laws.

Nonresident Bondowners

The following is a general discussion of certain United States federal income tax consequences resulting from the beneficial ownership of Series 2019B Bonds by a person other than a U.S. Holder, a former United States citizen or resident, or a partnership or entity treated as a partnership for United States federal income tax purposes (a "Non-U.S. Holder").

Subject to the discussion of backup withholding and the Foreign Account Tax Compliance Act ("FATCA"), payments of principal by FMPA or any of its agents (acting in its capacity as agent) to any Non-U.S. Holder will not be subject to federal withholding tax. In the case of payments of interest to any Non-U.S. Holder, however, federal withholding tax will apply unless the Non-U.S. Holder (1) does not own (actually or constructively) 10-percent or more of the voting equity interests of FMPA, (2) is not a controlled foreign corporation for United States tax purposes that is related to FMPA (directly or indirectly) through stock ownership, and (3) is not a bank receiving interest in the manner described in Section 881(c)(3)(A) of the Code. In addition, either (1) the Non-U.S. Holder must certify on the applicable IRS Form W-8 (series) (or successor form) to FMPA, its agents or paying agents or a broker under penalties of perjury that it is not a U.S. person and must provide its name and address, or (2) a securities clearing organization, bank or other financial institution, that holds customers' securities in the ordinary course of its trade or business and that also holds the Series 2019B Bonds must certify to FMPA or its agent under penalties of perjury that such statement on the applicable IRS Form W-8 (series) (or successor form) has been received from the Non-U.S. Holder by it or by another financial institution and must furnish the interest payor with a copy.

Interest payments may also be exempt from federal withholding tax depending on the terms of an existing Federal Income Tax Treaty, if any, in force between the U.S. and the resident country of the Non-U.S. Holder. The U.S. has entered into an income tax treaty with a limited number of countries. In addition, the terms of each treaty differ in their treatment of interest and original issue discount payments. Non-U.S. Holders are urged to consult their own tax advisor regarding the specific tax consequences of the receipt of interest payments, including original issue discount. A Non-U.S. Holder that does not qualify for exemption from withholding as described above must provide FMPA or its

agent with documentation as to his, her, or its identity to avoid the U.S. backup withholding tax on the amount allocable to a Non-U.S. Holder. The documentation may require that the Non-U.S. Holder provide a U.S. tax identification number.

If a Non-U.S. Holder is engaged in a trade or business in the United States and interest on a Series 2019B Bond held by such holder is effectively connected with the conduct of such trade or business, the Non-U.S. Holder, although exempt from the withholding tax discussed above (provided that such holder timely furnishes the required certification to claim such exemption), may be subject to United States federal income tax on such interest in the same manner as if it were a U.S. Holder. In addition, if the Non-U.S. Holder is a foreign corporation, it may be subject to a branch profits tax equal to 30% (subject to a reduced rate under an applicable treaty) of its effectively connected earnings and profits for the taxable year, subject to certain adjustments. For purposes of the branch profits tax, interest on a Series 2019B Bond will be included in the earnings and profits of the holder if the interest is effectively connected with the conduct by the holder of a trade or business in the United States. Such a holder must provide the payor with a properly executed IRS Form W-8ECI (or successor form) to claim an exemption from United States federal withholding tax.

Generally, any capital gain realized on the sale, exchange, retirement or other disposition of a Series 2019B Bond by a Non-U.S. Holder will not be subject to United States federal income or withholding taxes if (1) the gain is not effectively connected with a United States trade or business of the Non-U.S. Holder, and (2) in the case of an individual, the Non-U.S. Holder is not present in the United States for 183 days or more in the taxable year of the sale, exchange, retirement or other disposition, and certain other conditions are met.

For newly issued or reissued obligations, such as the Series 2019B Bonds, FATCA imposes U.S. withholding tax on interest payments and, for dispositions after December 31, 2018 (see IRS Notice 2015-66), gross proceeds of the sale of the Series 2019B Bonds paid to certain foreign financial institutions (which is broadly defined for this purpose to generally include non-U.S. investment funds) and certain other non-U.S. entities if certain disclosure and due diligence requirements related to U.S. accounts or ownership are not satisfied, unless an exemption applies. An intergovernmental agreement between the United States and an applicable non-U.S. country may modify these requirements. In any event, Bondholders or beneficial owners of the Series 2019B Bonds shall have no recourse against FMPA, nor will FMPA be obligated to pay any additional amounts to “gross up” payments to such persons, as a result of any withholding or deduction for, or on account of, any present or future taxes, duties, assessments or government charges with respect to payments in respect of the Series 2019B Bonds.

Non-U.S. Holders should consult their own tax advisors with respect to the possible applicability of federal withholding and other taxes upon income realized in respect of the Series 2019B Bonds.

ERISA

The Employee Retirement Income Security Act of 1974, as amended (“ERISA”), imposes certain fiduciary obligations and prohibited transaction restrictions on employee pension and welfare benefit plans subject to Title I of ERISA (“ERISA Plans”). Section 4975 of the Code imposes essentially the same prohibited transaction restrictions on tax-qualified retirement plans described in Section 401(a) and 403(a) of the Code, which are exempt from tax under Section 501(a) of the Code, other than governmental and church plans as defined herein (“Qualified Retirement Plans”), and on Individual Retirement Accounts (“IRAs”) described in Section 408(b) of the Code (collectively, “Tax-Favored Plans”). Certain employee benefit plans such as governmental plans (as defined in Section 3(32) of ERISA), and, if no election has been made under Section 410(d) of the Code, church plans (as defined in Section 3(33) of ERISA), are not subject to ERISA requirements. Additionally, such governmental and non-electing church plans are not subject to the requirements of Section 4975 of the Code. Accordingly, assets of such plans may be invested in the Series 2019B Bonds without regard to the ERISA and Code considerations described below, subject to the provisions of applicable federal and state law.

In addition to the imposition of general fiduciary obligations, including those of investment prudence and diversification and the requirement that a plan’s investment be made in accordance with the documents governing the plan, Section 406 of ERISA and Section 4975 of the Code prohibit a broad range of transactions involving assets of ERISA Plans and Tax-Favored Plans and entities whose underlying assets include plan assets by reason of ERISA Plans or Tax-Favored Plans investing in such entities (collectively, “Benefit Plans”) and persons who have certain specified relationships to the Benefit Plans (“Parties In Interest” or “Disqualified Persons”), unless a statutory or administrative exemption is available. The definitions of “Party in Interest” and “Disqualified Person” are expansive. While other entities may be encompassed by these definitions, they include, most notably: (1) fiduciary with respect to a plan; (2) a person providing services to a plan; and (3) an employer or employee organization any of whose employees or members

are covered by the plan. Certain Parties in Interest (or Disqualified Persons) that participate in a prohibited transaction may be subject to a penalty (or an excise tax) imposed pursuant to Section 502(i) of ERISA (or Section 4975 of the Code) unless a statutory or administrative exemption is available.

Certain transactions involving the purchase, holding or transfer of the Series 2019B Bonds might be deemed to constitute prohibited transactions under ERISA and Section 4975 of the Code if assets of FMPA were deemed to be assets of a Benefit Plan. Under final regulations issued by the United States Department of Labor (the “Plan Assets Regulation”), the assets of FMPA would be treated as plan assets of a Benefit Plan for the purposes of ERISA and Section 4975 of the Code only if the Benefit Plan acquires an “equity interest” in FMPA and none of the exceptions contained in the Plan Assets Regulation is applicable. An equity interest is defined under the Plan Assets Regulation as an interest in an entity other than an instrument which is treated as indebtedness under applicable local law and which has no substantial equity features. Although there can be no assurances in this regard, it appears that the Series 2019B Bonds should be treated as debt without substantial equity features for purposes of the Plan Assets Regulation. This determination is based upon the traditional debt features of the Series 2019B Bonds, including the reasonable expectation of purchasers of Series 2019B Bonds that the Series 2019B Bonds will be repaid when due, traditional default remedies, as well as the absence of conversion rights, warrants and other typical equity features. The debt treatment of the Series 2019B Bonds for ERISA purposes could change subsequent to issuance of the Series 2019B Bonds. In the event of a withdrawal or downgrade to below investment grade of the rating of the Series 2019B Bonds or a characterization of the Bonds as other than indebtedness under applicable local law, the subsequent purchase of the Series 2019B Bonds or any interest therein by a Benefit Plan Investor is prohibited.

However without regard to whether the Series 2019B Bonds are treated as an equity interest for such purposes, though, the acquisition or holding of Series 2019B Bonds by or on behalf of a Benefit Plan could be considered to give rise to a prohibited transaction if FMPA or the Issuing and Paying Agent, or any of their respective affiliates, is or becomes a Party in Interest or a Disqualified Person with respect to such Benefit Plan.

Most notably, ERISA and the Code generally prohibit the lending of money or other extension of credit between an ERISA Plan or Tax-Favored Plan and a Party in Interest or a Disqualified Person, and the acquisition of any of the Series 2019B Bonds by a Benefit Plan would involve the lending of money or extension of credit by the Benefit Plan. In such a case, however, certain exemptions from the prohibited transaction rules could be applicable depending on the type and circumstances of the plan fiduciary making the decision to acquire a Series 2019B Bond. Included among these exemptions are: Prohibited Transaction Class Exemption (“PTCE”) 96-23, regarding transactions effected by certain “in-house asset managers”; PTCE 90-1, regarding investments by insurance company pooled separate accounts; PTCE 95-60, regarding transactions effected by “insurance company general accounts”; PTCE 91-38, regarding investments by bank collective investment funds; and PTCE 84-14, regarding transactions effected by “qualified professional asset managers.” Further, the statutory exemption in Section 408(b)(17) of ERISA and Section 4975(d)(20) of the Code provides for an exemption for transactions involving “adequate consideration” with persons who are Parties in Interest or Disqualified Persons solely by reason of their (or their affiliate’s) status as a service provider to the Benefit Plan involved and none of whom is a fiduciary with respect to the Benefit Plan assets involved (or an affiliate of such a fiduciary). There can be no assurance that any class or other exemption will be available with respect to any particular transaction involving the Series 2019B Bonds, or that, if available, the exemption would cover all possible prohibited transactions.

By acquiring a Series 2019B Bond (or interest therein), each purchaser and transferee (and if the purchaser or transferee is a Plan, its fiduciary) is deemed to represent and warrant that either (i) it is not acquiring the Series 2019B Bond (or interest therein) with the assets of a Benefit Plan Investor, governmental plan or church plan; or (ii) the acquisition and holding of the Series 2019B Bond (or interest therein) will not give rise to a nonexempt prohibited transaction under Section 406 of ERISA or Section 4975 of the Code. Benefit Plan Investors may not purchase the Series 2019B Bonds at any time that the ratings on the Series 2019B Bonds are below investment grade or the Series 2019B Bonds have been characterized as other than indebtedness for applicable local law purposes. A purchaser or transferee who acquires Series 2019B Bonds with assets of a Benefit Plan Investor represents that such purchaser or transferee has considered the fiduciary requirements of ERISA or other similar laws and has consulted with counsel with regard to the purchase or transfer.

Any ERISA Plan fiduciary considering whether to purchase the Series 2019B Bonds on behalf of an ERISA Plan should consult with its counsel regarding the applicability of the fiduciary responsibility and prohibited transaction provisions of ERISA and Section 4975 of the Code to such investment and the availability of any of the exemptions referred to above. Persons responsible for investing the assets of Tax-Favored Plans that are not ERISA Plans should seek similar counsel with respect to the prohibited transaction provisions of the Code and the applicability of any similar state or federal law.

APPROVAL OF LEGAL PROCEEDINGS

The issuance of the Offered Securities is subject to the approving opinion of Nixon Peabody LLP, New York, New York, Bond Counsel, in substantially the form set forth in APPENDIX E attached hereto. Certain legal matters will be passed on for FMPA by Jody L. Finklea, Esquire, its General Counsel and Chief Legal Officer, and for the Underwriters by their counsel, Orrick, Herrington & Sutcliffe LLP, New York, New York.

RELATIONSHIPS AMONG PARTIES

A portion of the proceeds of the Offered Securities will be used to refund the Series 2008C Bonds and pay Termination Payments in connection with terminating the 2008C Swap Agreements. BofA Securities, Inc., one of the Underwriters of the Offered Securities, is an affiliate of Merrill Lynch Capital Services, Inc., Bank of America Corp. and Bank of America, N.A. Merrill Lynch Capital Services, Inc. is a counterparty to a 2008C Swap Agreement which will be terminated and is expected to receive a Termination Payment in connection with the termination, and Bank of America Corp. provides a guaranty for the same 2008C Swap Agreement. Bank of America, N.A. provides an irrevocable letter of credit securing payments of the principal of and interest on the Series 2008C Bonds, which will be canceled in connection with the redemption of the Series 2008C Bonds.

VALIDATION

Judicial validation was not required by law for the issuance of the Offered Securities, and the Offered Securities have not been validated.

FMPA FINANCIAL STATEMENTS

FMPA's Annual Audit Report for its fiscal year ended September 30, 2018, included in APPENDIX C to this Official Statement, has been audited by Purvis Gray & Company, independent certified accounts, as stated in the Annual Audit Report. The Annual Audit Report contains information (on both an individual and combining basis) about the Project and the Other Projects of FMPA. The revenues of each Other Project are not security for the obligations of the Project, and the revenues of the Project are not security for any Other Project. See "OTHER FMPA PROJECTS."

Purvis Gray & Company, FMPA's independent auditor has not reviewed, commented on or approved, and is not associated with, this Official Statement. The report of Purvis Gray & Company relating to the Annual Audit Report for the fiscal year ended September 30, 2018, which is a matter of public record, is included in this Official Statement, and Purvis Gray & Company has consented to the inclusion of such report in this Official Statement. However, Purvis Gray & Company has not performed any procedures on any financial statements or other financial information of FMPA, including without limitation any of the information contained in this Official Statement, since the date of such report.

CONTINUING DISCLOSURE; ADDITIONAL FMPA INFORMATION

Under the Resolution, Bondholders may, upon written request to FMPA, receive copies of FMPA's annual audited financial statements. Bondholders also may inspect such materials during regular business hours at FMPA's offices upon such reasonable terms and conditions as FMPA may from time to time determine in its sole discretion. Such materials are also available on FMPA's website at <https://fmipa.com/>. FMPA has committed to provide to Bondholders, upon request, copies of its annual audited financial statements, and other pertinent credit information, and has also committed to provide appropriate period credit information to the rating agencies which shall have rated FMPA securities.

FMPA has authorized and will execute a Continuing Disclosure Agreement (the "Undertaking") with respect to the Offered Securities to assist the Underwriters in complying with U.S. Securities and Exchange Commission Rule 15c2-12(b)(5). A summary of certain provisions of the Undertaking is included as APPENDIX G hereto. The Undertaking will be for the benefit of the Holders of the Offered Securities, and the beneficial owners of the Offered Securities will be third-party beneficiaries thereof. Under the Undertaking, FMPA will be obligated to provide for itself and for the Major Participants financial information and operating data, financial statements, notice of certain events, and certain other notices with the MSRB's Electronic Municipal Market Access System. The execution of the Undertaking is a condition precedent to the obligation of the Underwriters to purchase the Offered Securities.

On two occasions one of the Major Participants in the Stanton and St. Lucie Projects did not timely provide information to the Agency, resulting in a late filing of that Participant's information by the Agency. In both cases, the

Agency timely filed a notice with the MSRB's Electronic Municipal Market Access System regarding such Major Participant's failure to provide such information.

DISCLOSURE REQUIRED BY FLORIDA BLUE SKY REGULATIONS

Florida law requires FMPA to make a full and fair disclosure of any Offered Securities or other debt obligations which it has issued or guaranteed and which are or have been in default as to principal or interest at any time after December 31, 1975. FMPA is not and has not been in default as to principal of and interest on Offered Securities or other debt obligations to which revenues of FMPA are pledged.

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MISCELLANEOUS

The references herein to the Resolution, the Interlocal Agreement, the Joint Power Act, the Florida Interlocal Cooperation Act, the Power Supply Contracts and the Capacity and Energy Sales Contracts are brief outlines of certain provisions thereof. Such outlines do not purport to be complete and reference is made to such documents and agreements for full and complete statements of such provisions. Copies of such documents are on file at the offices of FMPA and may be obtained upon request. Any statements involving matters of opinion, whether or not expressly so stated, are intended as such and not as representations of fact.

FLORIDA MUNICIPAL POWER AGENCY

By: _____
Chairperson of the Executive Committee

By: _____
General Manager and CEO

APPENDIX A

MEMBERS' PARTICIPATION IN FMPA PROJECTS^{(1)(2)*}

| | Stanton Project ⁽²⁾ | | Stanton II Project ⁽²⁾ | | St. Lucie Project | | Tri-City Project | | All Requirements Project ⁽³⁾ | Initial Pooled Loan Project ⁽⁷⁾ |
|--|--------------------------------|-------------|-----------------------------------|--------------|-----------------------|-------------|-----------------------|-------------|---|--|
| | Entitlement Share (%) | MW | Entitlement Share (%) | MW | Entitlement Share (%) | MW | Entitlement Share (%) | MW | MW | |
| City of Alachua | — | — | — | — | 0.430% | 0.4 | — | — | — | — |
| City of Bushnell | — | — | — | — | — | — | — | — | 6 | X |
| City of Clewiston | — | — | — | — | 2.202 | 1.9 | — | — | 27 | — |
| City of Fort Meade | — | — | — | — | 0.336 | 0.3 | — | — | 9 ⁽⁶⁾ | — |
| Fort Pierce Utilities Authority | 24.390% | 15.9 | 16.4887% | 17.2 | 15.206% | 13.2 | 22.73% | 5.3 | 112 | — |
| City of Green Cove Springs | — | — | — | — | 1.757 | 1.5 | — | — | 25 | — |
| Town of Havana | — | — | — | — | — | — | — | — | 6 | — |
| City of Homestead | 12.195 | 8.0 | 8.2443 | 8.6 | 8.269 | 7.2 | 22.727 | 5.3 | — | — |
| City of Jacksonville Beach | — | — | — | — | 7.329 | 6.3 | — | — | 162 | — |
| Utility Board of the City of Key West, Florida | — | — | 9.8932 | 10.3 | — | — | 54.546 | 12.7 | 148 | — |
| Kissimmee Utility Authority | 12.195 | 8.0 | 32.9774 | 34.5 | 9.405 | 8.1 | — | — | 351 | — |
| City of Lake Worth | 16.260 | 10.6 | — | — | 24.870 | 21.5 | — | — | 0 ⁽⁴⁾ | — |
| City of Leesburg | — | — | — | — | 2.326 | 2.0 | — | — | 109 | — |
| City of Moore Haven | — | — | — | — | 0.384 | 0.3 | — | — | — | — |
| City of Newberry Utilities | — | — | — | — | 0.184 | 0.2 | — | — | 8 | — |
| Commission, City of New Smyrna Beach | — | — | — | — | 9.884 | 8.6 | — | — | — | — |
| City of Ocala | — | — | — | — | — | — | — | — | 291 | — |
| City of St. Cloud | — | — | 14.6711 | 15.3 | — | — | — | — | — | — |
| City of Starke | 2.439 | 1.6 | 1.2366 | 1.3 | 2.215 | 1.9 | — | — | 15 | — |
| City of Vero Beach | 32.521 | 21.3 | 16.4887 | 17.2 | 15.202 | 13.2 | — | — | 0 ⁽⁵⁾ | — |
| | <u>100.00%</u> | <u>65.3</u> | <u>100.00%</u> | <u>104.4</u> | <u>100.00%</u> | <u>86.6</u> | <u>100.00%</u> | <u>23.3</u> | <u>1,270</u> | <u>N/A</u> |

* Numbers may not add due to rounding.

⁽¹⁾ The MWs shown for participants of the Stanton Project, Stanton II Project, and Tri-City Project are based on the current net summer capability as reported by OUC, the majority owner/operator to the Florida Public Service Commission in OUC's annual Ten-Year Site Plan.

⁽²⁾ Power Entitlement Share means the percentage of Project Capability (the amount of net capacity and energy to which FMFA is entitled at any given point in time under the respective Participation Agreement, whether the unit is operating or not) that the Participant agrees to purchase from FMFA. Such amount is also provided here by MW purchased.

⁽³⁾ Participants' non-coincident peak demand in the 2018 fiscal year served from the FMFA All-Requirements Power Supply Project. Includes demand served by excluded resources.

⁽⁴⁾ The City of Lake Worth has elected under its Power Supply Contract to exercise its right to modify its All-Requirements Power Supply Project participation and implement a CROD, which limitation, pursuant to the terms of its Power Supply Contract, has been calculated as 0 MW. See "THE POWER SUPPLY CONTRACTS – Contract Rate of Delivery." While the City of Lake Worth remains a participant in the All-Requirements Power Supply Project, effective January 1, 2014, it no longer purchases capacity and energy from the All-Requirements Power Supply Project and no longer has a representative on the Executive Committee.

⁽⁵⁾ Vero Beach elected under its Power Supply Contract to exercise its right to modify its All-Requirements Power Supply Project participation and implement a CROD, which limitation, pursuant to the terms of its Power Supply Contract, has been calculated as 0 MW. See "THE POWER SUPPLY CONTRACTS – Contract Rate of Delivery (CROD)." Effective January 1, 2010, Vero Beach no longer purchased capacity and energy from the All-Requirements Power Supply Project and no longer had a representative on the Executive Committee. On December 17, 2018, Vero Beach completed the sale of its electric utility system to Florida Power & Light Company ("FPL") and withdrew as a member of FMFA and as a participant in the All-Requirements Power Supply Project, and transferred and assigned to FMFA, with respect to the All-Requirements Power Supply Project, the power sales and project support contracts between Vero Beach and FMFA relating to each of the Stanton Project, Stanton II Project and St. Lucie Project, as amended. See "THE POWER SUPPLY CONTRACTS – Withdrawal of Vero Beach" for additional information regarding the expected withdrawal of Vero Beach as a participant in the All-Requirements Power Supply Project and as a member of FMFA.

⁽⁶⁾ Fort Meade has elected to limit its All-Requirements Service, as permitted in Section 3 of its Power Supply Contract, to a CROD. The limitation commenced January 1, 2015. Based on Fort Meade's usage between December 2013 and November 2014, the Executive Committee took action in December 2014 to set Fort Meade's CROD at 10.306 MW, which is the maximum hourly obligation through the remaining term of Fort Meade's Power Supply Contract. Concurrently with its notice of the CROD limitation, Fort Meade gave FMFA notice pursuant to Section 2 of the All-Requirements Power Supply Contract to discontinue the

automatic renewal of the term of its Power Supply Contract. The term of Fort Meade's Power Supply Contract is now fixed and will terminate on October 1, 2041. In 2018, Fort Meade approved a supplemental power sales agreement with the All-Requirements Power Supply Project, for a minimum of 10 years, such that the All-Requirements Power Supply Project will provide capacity and energy to Fort Meade as if Fort Meade had not effectuated CROD. Commensurate with this agreement, the FMPA Executive Committee adjusted Fort Meade's CROD downward to 9.009 MW, in accordance with the All-Requirements Power Supply Contract. The agreement may be extended beyond the initial 10-year term.

⁽⁷⁾ X = The City of Bushnell is expected to have a loan outstanding as of October 1, 2019.

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APPENDIX B

THE MAJOR PARTICIPANTS

Appendix B presents certain information for the Major Participants which was collected and compiled by FMPA from data supplied by each of the Major Participants. Major Participants in the all-Requirements Power Supply Project are defined as Kissimmee Utility Authority, City of Ocala, City of Jacksonville Beach and Utility Board of the City of Key West, Florida. Text descriptions were developed with each of the Major Participant's representatives; statistical facts were extracted from records regularly maintained by each of the Major Participants; and historical financial data was summarized from each Major Participant's independent certified audits. While FMPA makes no representations as to the adequacy or accuracy of the information contained in this Appendix B, it believes such information to be reliable.

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KISSIMMEE UTILITY AUTHORITY

General

The City of Kissimmee (“Kissimmee”) is approximately 18 miles south of Orlando and 7 miles east of the Walt Disney World Complex. Kissimmee is the county seat of Osceola County, the geographical center of Florida. Kissimmee was incorporated in 1883 and has a Commission/Manager form of government. The Kissimmee Utility Authority (“KUA”), which became effective October 1, 1985, operates and maintains the electric system. Only the electric utility system revenues of KUA are available to make payments under the Power Sales and Project Support Contracts for the St. Lucie, Stanton and Stanton II Projects and its All-Requirements Power Supply Contract.

The economy of Osceola County is primarily based upon tourism, cattle ranching and agriculture.

Electric Utility System

Kissimmee Utility Authority (“KUA”) has a 12.195% Power Entitlement Share (8.0 MW) from FMPA’s Stanton Project, a 32.9774% Power Entitlement Share (34.7 MW) from FMPA’s Stanton II Project and a 9.405% Power Entitlement Share (8.1 MW) from FMPA’s St. Lucie Project under the terms of a Power Sales Contract and Project Support Contract for each of the applicable Projects. KUA entered into an All-Requirements Power Supply Contract with FMPA and became a full requirements customer as of October 1, 2002.

After the execution of the original Power Sales Contracts and Power Support Contracts relating to the Stanton and Stanton II Projects, KUA entered into (i) a transfer agreement with Homestead pursuant to which KUA assumed 50% (12.195%) of Homestead’s 24.390% Power Entitlement Share in the Stanton Project and a transfer agreement pursuant to which KUA assumed 50% (8.24435%) of Homestead’s 16.4887% Power Entitlement Share in the Stanton II Project (the “Homestead Transferred Share”) and (ii) a transfer agreement with Lake Worth pursuant to which KUA assumed all of Lake Worth’s 8.2443% Power Entitlement Share in the Stanton II Project (the “Lake Worth Transferred Share”).

In connection with the transfer of the Homestead Transferred Share to KUA, KUA in 1995 executed with FMPA an additional Power Sales Contract (an “Additional Power Sales Contract”) and an additional Project Support Contract (an “Additional Project Support Contract”). KUA also in 1995 executed a similar additional Power Sales Contract and Project Support Contract with FMPA in connection with the transfer to it of the Lake Worth Transferred Share. Under each Additional Power Sales Contract and Additional Project Support Contract, Homestead and Lake Worth are relieved of their respective obligations (including their payment obligations) with respect to their Transferred Shares if and to the extent KUA fulfills such obligations (including the payment obligations). If, however, KUA fails to perform any such obligation (including a payment obligation), then Homestead or Lake Worth (depending on which Transferred Share KUA is in default under) remains obligated under its Power Sales Contract or Project Support Contract to perform such obligation.

KUA owns 50% of a combustion turbine unit (20 MW), 50% of a combined cycle unit (60 MW), and 50% of a combined cycle unit (125 MW) with the All-Requirements Power Supply Project. KUA turned over control and management of these units to FMPA in 2008 but continues to operate them. KUA operates and maintains the generating units owned by FMPA, and FMPA’s interests in units located at the Cane Island Power Park. In addition, KUA has (i) a 4.8% (21 MW) undivided ownership interest in Stanton Energy Center Unit No. 1, which is operated by Orlando Utilities Commission (“OUC”); (ii) a 12.2% (11.2 MW) undivided ownership interest in the Indian River Combustion Turbine Units A and B, which are also operated by OUC; and (iii) a 3.5% (23 MW) ownership interest in Stanton Unit A, a gas-fired combined cycle unit located at OUC’s Stanton Energy Center site and operated by SCE. KUA is a member of and has contracted with FGU which acts as an agent to KUA and other Florida utilities. As a result of KUA joining the All-Requirements Power Supply Project and entering into a Capacity and Energy Sales Contract with the All-Requirements Power Supply Project, these facilities are treated as resources of the All-Requirements Power Supply Project. In addition, under the Capacity and Energy Sales Contract, KUA has agreed to sell any capacity and energy from its Power Entitlement Shares in the Stanton Project and the Stanton II Project to the All-Requirements Power Supply Project.

KUA’s 230 kV and 69 kV transmission system includes interconnections with DEF, OUC, TECO and OUC/St. Cloud. Ten sub-stations supply the distribution system at voltages of 13.2 kV. The current system is approximately 66% underground and 34% overhead construction. Approximately 80% of all new distribution system installations are constructed underground.

Service Area and Customers

KUA’s electric utility service area encompasses approximately 85 square miles with Kissimmee’s 12.55 square-mile area near the center and 43% of electric customers served reside within the city limits. KUA has a FPSC approved territorial agreement with Duke Energy of Florida and OUC/St. Cloud, its neighboring utilities.

No one electric customer accounted for more than 5% of the electric revenues for the year ended September 30, 2018.

KISSIMMEE UTILITY AUTHORITY
SUMMARY OF OPERATING RESULTS⁽¹⁾
(Dollars in Thousands)

| | For The Fiscal Years Ended September 30, | | | | |
|---|--|---------------|---------------|---------------------|---------------|
| | 2014 | 2015 | 2016 | 2017 ⁽⁷⁾ | 2018 |
| Customers (annual average) ⁽²⁾ | 66,258 | 67,889 | 69,919 | 71,770 | 73,968 |
| System Requirements | | | | | |
| Peak Demands (MW) | 327 | 335 | 354 | 353 | 356 |
| Energy (MWh) ⁽³⁾ | 1,445 | 1,508 | 1,586 | 1,581 | 1,624 |
| Total Energy Sales (MWh) ⁽³⁾ | 1,381 | 1,444 | 1,516 | 1,510 | 1,563 |
| Total Operating Revenues | \$171,772 | \$189,634 | \$183,733 | \$187,031 | \$214,362 |
| Operating Expenses: | | | | | |
| Total Power Production and Purchased Power | \$117,730 | \$102,490 | \$106,275 | \$111,682 | \$112,215 |
| All Other Operating Expenses | | | | | |
| (excluding depreciation) | \$ 28,634 | \$ 30,867 | \$ 32,168 | \$ 33,208 | \$ 31,680 |
| Total Operating Expenses | | | | | |
| (excluding depreciation) | \$146,364 | \$133,358 | \$138,444 | \$144,890 | \$143,895 |
| Net Operating Revenues | | | | | |
| Available for Debt Service | \$ 25,408 | \$ 56,276 | \$ 45,289 | \$ 42,141 | \$ 70,467 |
| Other Income (Deductions)-Net | \$ 428 | \$ 555 | \$ 834 | \$ 1,076 | \$ 641 |
| Net Revenues and Other Income | | | | | |
| Available for Debt Service | \$ 25,836 | \$ 56,831 | \$ 46,123 | \$ 43,216 | \$ 71,108 |
| Debt Service-Revenue Bonds | \$ 20,698 | \$ 27,307 | \$ 17,977 | \$ 17,987 | \$ 20,263 |
| Debt Service Ratios | | | | | |
| Actual | 1.25x | 2.08x | 2.57x | 2.40x | 3.51x |
| Required Per Bond Resolution Rate | | | | | |
| Covenant | 1.10x | 1.10x | 1.10x | 1.10x | 1.10x |
| Balance available for renewals, replacements, capital additions and other lawful purposes | \$ 5,139 | \$ 29,524 | \$ 28,146 | \$ 25,229 | \$ 50,845 |
| Transferred to General Fund (Kissimmee) ⁽⁴⁾ | \$ 13,032 | \$ 15,862 | \$ 16,735 | \$ 16,659 | \$ 17,248 |

CONDENSED BALANCE SHEET⁽¹⁾
(Dollars in Thousands)

| | For Fiscal Years Ended September 30, | |
|--|--------------------------------------|------------------|
| | 2017 ⁽⁷⁾ | 2018 |
| ASSETS: | | |
| Capital Assets – Utility Plant | \$193,235 | \$210,241 |
| Restricted Assets | 95,376 | 72,466 |
| Other Assets | 86,840 | 77,993 |
| Current Assets | 74,868 | 95,303 |
| Deferred Outflow of Resources ⁽⁵⁾ | 2,209 | 1,062 |
| Total Assets | <u>\$452,528</u> | <u>\$457,066</u> |
| LIABILITIES AND EQUITY: | | |
| Current Liabilities | \$ 20,847 | \$ 22,147 |
| Liabilities Payable from Restricted Assets | 33,829 | 36,537 |
| Long Term Debt | 62,597 | 43,200 |
| Other Long-Term Liabilities | 28,193 | 25,466 |
| Total Liabilities | <u>\$145,466</u> | <u>\$127,350</u> |
| Net Assets | 239,460 | 283,956 |
| Deferred Inflow of Resources ⁽⁶⁾ | 67,602 | 45,760 |
| Total Liabilities and Equity | <u>\$452,528</u> | <u>\$457,066</u> |

⁽¹⁾ Electric utility participation only.

⁽²⁾ Excludes internal customers effective Fiscal Year 2016.

⁽³⁾ Excluding sales to other electric utilities, if any.

⁽⁴⁾ Established by KUA at \$6.24 mills per kWh sold and amended to 6.91 mills in October 2011. Fiscal Year 2015 is calculated as 7.6% of Electric Operating Revenues.

- ⁽⁵⁾ Represents unamortized loss on refunded debt.
- ⁽⁶⁾ Represents regulatory credits, self-insurance and rate stabilization funds.
- ⁽⁷⁾ Fiscal year 2017 was restated.

CITY OF OCALA

General

The City of Ocala (“Ocala” or the “City”) is located in Marion County near the geographic center of the State of Florida, approximately 42 miles south of Gainesville and 91 miles north of Orlando. Ocala operates under the City Council/City Manager form of government. Ocala operates and maintains electric utility operations (the “Electric System”) and water and wastewater utility operations (the “Water and Sewer Utility”) which are integrated for bond issuance purposes and which are not integrated for purposes of the ARP. The Electric System revenues will be available for payments under the All-Requirements Power Supply Contract.

The City Manager oversees all the functions of the City of Ocala. The Water and Sewer and the Electric Utility report to the Deputy City Manager. The staff of the Electric Utility is under the direction of the Director of Ocala Electric Utility.

The economy of Ocala and Marion County is diversified. The three major payroll classifications in the private sector are: services (tourism), manufacturing and retail trade, in that order. Next are wholesale trade and construction. Agriculture and the thoroughbred horse industry are also major contributors to the area economy. As the center of retail trade for a four county area, the City of Ocala and Marion County have each experienced growth in both retail sales and in the number of establishments catering to the retail sector.

Electric Utility System

Ocala entered into an All-Requirements Power Supply Contract with FMPA and became a full requirements customer of FMPA on May 1, 1986. At that time, Excluded Power Supply Resources for Ocala consisted of a 1.3333% ownership share in Duke Energy of Florida’s Crystal River 3 nuclear unit. The Crystal River 3 nuclear unit has since shut down and FMPA, on behalf of Ocala, negotiated a settlement with Duke Energy to completely divest Ocala from all ownership and obligations in the Crystal River 3 nuclear plant in 2014. Today, Ocala comprises approximately 22% of the load served by FMPA.

Ocala’s 230 kV and 69 kV transmission system include interconnections with Duke Energy of Florida and Seminole Electric Cooperative. Eighteen substations supply the distribution system at voltages of 12.47 kV. The distribution system contains 1,130 miles of electric lines. Ocala utilizes an advanced meter infrastructure system to remotely read its 76,000 electric and water meters.

Ocala has 167 solar net meter accounts and 1.5 megawatts of customer owned photovoltaic capacity. Ocala is one of the ARP Solar Participants and will be receiving 10 MW of power from the NextEra Florida Renewables, LLC facility in Osceola County, Florida when it commences operation by 2020.

Service Area and Customers

Ocala’s service area encompasses approximately 171 square miles. Ocala has received FPSC approval of territorial agreements with Duke Energy, Clay Electric Cooperative and Sumter Electric Cooperative. The Clay Electric agreement is expired and under renegotiation with Clay Electric and we expect to file the new agreement with the FPSC by the second or third quarter of 2019. The Sumter Electric is also expired and under renegotiation at this time. We expect to file a new agreement with the FPSC by the end of 2019. The Electric System has approximately 53,000 customers. Approximately sixty percent of the customers served by Ocala reside within the city limits.

No one customer accounted for more than 5% of electric revenues for the year ended September 30, 2018.

CITY OF OCALA
SUMMARY OF OPERATING RESULTS
(Dollars in Thousands)

| | For The Fiscal Years Ended September 30, | | | | |
|---|--|-----------|-----------|-----------|-----------|
| | 2014 | 2015 | 2016 | 2017 | 2018 |
| Customers (annual average) | 51,007 | 51,702 | 52,340 | 52,834 | 53,292 |
| System Requirements | | | | | |
| Peak Demands (MW) | 285 | 287 | 295 | 291 | 297 |
| Energy (MWh) | 1,263,334 | 1,294,771 | 1,336,618 | 1,296,507 | 1,327,133 |
| Total Energy Sales (MWh) | 1,220,551 | 1,249,859 | 1,295,215 | 1,261,604 | 1,273,834 |
| Total Operating Revenues | \$149,081 | \$143,367 | \$143,791 | \$149,363 | \$151,401 |
| Operating Expenses: | | | | | |
| Total Power Production and Purchased Power | \$106,193 | \$ 99,167 | \$ 99,389 | \$102,760 | \$ 97,606 |
| All Other Operating Expenses | | | | | |
| (excluding depreciation) | \$ 23,335 | \$ 22,262 | \$ 27,536 | \$ 32,088 | \$ 31,643 |
| Total Operating Expenses | | | | | |
| (excluding depreciation) | \$129,528 | \$121,429 | \$126,925 | \$134,848 | \$129,249 |
| Net Operating Revenues | | | | | |
| Available for Debt Service | \$ 19,553 | \$ 21,938 | \$ 16,866 | \$ 14,515 | \$ 22,152 |
| Other Income (Deductions)–Net | \$ 737 | \$ 975 | — | \$ 426 | \$ 37 |
| Net Revenues and Other Income | | | | | |
| Available for Debt Service | \$ 20,290 | \$ 22,913 | \$ 16,866 | \$ 14,941 | \$ 22,189 |
| Debt Service–Revenue Bonds | \$ 362 | — | — | — | — |
| Debt Service–Utility Systems Revenue Bonds | \$ 3,301 | \$ 3,358 | \$ 4,650 | \$ 4,555 | \$ 4,683 |
| Debt Service Ratios | | | | | |
| Actual ⁽¹⁾ | 5.54x | 6.82x | 3.63x | 3.28x | 4.74x |
| Required Per Bond Resolution Rate | | | | | |
| Covenant | 1.25x | 1.25x | 1.25x | 1.25x | 1.25x |
| Balance available for renewals, replacements, capital additions and other lawful purposes | \$ 16,627 | \$ 19,555 | \$ 12,216 | \$ 10,386 | \$ 17,506 |
| Transferred to General Fund (Ocala) ⁽²⁾ | \$ 9,263 | \$ 6,719 | \$ 7,832 | \$ 11,882 | \$ 13,049 |

CONDENSED BALANCE SHEET⁽³⁾
(Dollars in Thousands)

| | For Fiscal Years Ended September 30, | |
|---|--------------------------------------|------------------|
| | 2017 | 2018 |
| ASSETS: | | |
| Net Utility Plant | \$115,804 | \$114,778 |
| Restricted Assets | 37,601 | 35,026 |
| Current Assets | 69,314 | 62,986 |
| Deferred Outflow | 10,704 | 9,726 |
| Total Asset and Deferred Outflows | <u>\$233,423</u> | <u>\$222,516</u> |
| LIABILITIES AND EQUITY: | | |
| Current Liabilities | \$ 28,146 | \$ 29,931 |
| Other Liabilities | 28,717 | 27,490 |
| Deferred Inflow | 33,898 | 27,784 |
| Retained Earnings | 90,804 | 88,143 |
| Long-Term Debt | 51,858 | 49,168 |
| Total Liabilities, Equity and Deferred Inflows | <u>\$233,423</u> | <u>\$222,516</u> |

⁽¹⁾ The coverage shown is based on electric revenues; however, the pledge under the bond resolution is of both the Electric System and the Water and Sewer Utility.

⁽²⁾ For Fiscal Year 2012 through 2015, the General Fund transfer is based on 6% of revenues. For Fiscal Year 2016, the General Fund transfer is based on 7% of revenues.

⁽³⁾ Electric utility operations.

CITY OF JACKSONVILLE BEACH

General

The City of Jacksonville Beach ("Jacksonville Beach") is located in Duval County approximately 18 miles east of Jacksonville. Jacksonville Beach operates under the Council/Manager form of government.

The City of Jacksonville Beach operates and maintains electric, natural gas, water and wastewater utility operations. As a matter of policy, revenue financing combines the resources of all utility operations; thus, these utility services are integrated and revenues from all services are available to make payments under the All-Requirements Power Supply Contract. As the Chief Administrative Officer, the City Manager appoints the Director of Electric Utilities.

Jacksonville Beach is a residential and commercial community whose citizens, for the most part, work in the metropolitan Jacksonville area. Additionally, Jacksonville Beach is a major recreation area for the people of Duval County, Florida.

Electric Utility System

Jacksonville Beach entered into an All-Requirements Power Supply Project Contract with FMPA and became a full requirements customer of FMPA on May 1, 1986. Excluded Power Supply Resources for Jacksonville Beach are its entitlement share in FMPA's St. Lucie Project (which is 7.329% of FMPA's ownership portion of St. Lucie Unit No. 2). Jacksonville Beach d/b/a Beaches Energy Services owns one 230 kV transmission substation that ties to both FPL and JEA. Beaches Energy Services owns five (5) distribution substations, which deliver energy at the 26 kV level. Approximately 82% of Beaches Energy Services distribution circuits are underground.

Service Area and Customers

The Jacksonville Beach electric utility service area encompasses approximately 45 square miles including the neighboring town of Neptune Beach as well as the unincorporated areas of Ponte Vedra Beach and Palm Valley located in northeast St. Johns County. Forty-one (41) percent of the customers served reside within the Jacksonville Beach city limits.

No one customer accounted for more than 5% of electric revenues for the year ended September 30, 2018.

CITY OF JACKSONVILLE BEACH
SUMMARY OF OPERATING RESULTS⁽¹⁾
(Dollars in Thousands)

For The Fiscal Years Ended September 30,

| | 2014 | 2015 | 2016 | 2017 | 2018 |
|---|----------|----------|----------|----------|----------|
| Customers (annual average) | 33,966 | 34,433 | 34,552 | 34,739 | 34,815 |
| System Requirements | | | | | |
| Peak Demands (MW) | 192 | 195 | 196 | 171 | 211 |
| Energy(MWh)..... | 733,793 | 738,958 | 757,400 | 721,088 | 744,119 |
| Total Energy Sales(MWh) | 699,005 | 716,233 | 720,318 | 693,254 | 708,266 |
| Total Operating Revenues | \$97,012 | \$93,588 | \$82,096 | \$94,447 | \$97,814 |
| Operating Expenses: | | | | | |
| Total Purchased Power | \$63,520 | \$59,230 | \$57,970 | \$56,884 | \$57,226 |
| All Other Operating Expenses | | | | | |
| (excluding depreciation) | \$15,239 | \$15,515 | \$10,487 | \$19,642 | \$19,792 |
| Total Operating Expenses | | | | | |
| (excluding depreciation) | \$78,759 | \$74,745 | \$68,457 | \$76,526 | \$77,018 |
| Net Operating Revenues | | | | | |
| Available for Debt Service | \$18,253 | \$18,843 | \$13,639 | \$17,921 | \$20,796 |
| Other Income (Deductions)—Net..... | \$ 659 | \$ 754 | \$ 615 | \$ 1,515 | \$ 843 |
| Net Revenues and Other Income | | | | | |
| Available for Debt Service | \$18,912 | \$19,597 | \$14,254 | \$19,436 | \$21,639 |
| Debt Service—Revenue Bonds | \$ 4,570 | \$ 4,518 | \$ 4,498 | \$ 4,457 | \$ 4,432 |
| Debt Service Ratios | | | | | |
| Actual | 4.14x | 4.34x | 3.17x | 4.36x | 4.88x |
| Per Bond Resolution Rate | | | | | |
| Covenant..... | 1.25x | 1.25x | 1.25x | 1.25x | 1.25x |
| Balance available for renewals, | | | | | |
| replacements, capital additions | | | | | |
| and other lawful purposes | \$14,342 | \$15,079 | \$ 9,756 | \$14,979 | \$17,207 |
| Transferred to General Fund | | | | | |
| (Jacksonville Beach) ⁽²⁾ | \$ 3,608 | \$ 3,670 | \$ 3,689 | \$ 3,858 | \$ 3,900 |

CONDENSED BALANCE SHEET⁽¹⁾
(Dollars in Thousands)

For Fiscal Years Ended September 30,

| | 2017 | 2018 |
|------------------------------------|------------------|------------------|
| ASSETS: | | |
| Net Utility Plant | \$159,788 | \$163,317 |
| Restricted Assets | 9,829 | 9,761 |
| Current Assets | 107,503 | 111,261 |
| Total Asset | <u>\$277,120</u> | <u>\$284,339</u> |
| LIABILITIES AND EQUITY: | | |
| Current Liabilities | \$ 57,952 | \$ 59,085 |
| Retained Earnings | 199,729 | 209,558 |
| Long Term Debt..... | 19,439 | 15,696 |
| Total Liabilities and Equity | <u>\$277,120</u> | <u>\$284,339</u> |

⁽¹⁾ Electric, water, and wastewater utility.

⁽²⁾ Established by Jacksonville Beach ordinance at a maximum 5.5 mills per kWh purchased.

UTILITY BOARD OF THE CITY OF KEY WEST, FLORIDA

General

The City of Key West was first incorporated in 1828 and is the County seat of Monroe County, Florida. It is located near the southern extreme of the Florida Keys, a string of coral islands extending in a southwesterly arc from Biscayne Bay to the Dry Tortugas, and lies further south than any other point in the continental United States. The Utility Board of the City of Key West, Florida (the “Board”) operates the municipally owned electric generation, transmission and distribution facilities in the service area.

The Board is composed of five members who are elected for terms of four years by the registered electors of the City of Key West in even years. Beginning in 2018, the five members will be elected by the registered electors in the utility’s service area from Key West to the northeastern most end of the Seven Mile Bridge. During its organizational meeting, the five members select one member to serve as the Chairman for two years. The Board appoints the Manager of the electric utility System. Only electric system revenues are available for making payments under the Power Sales Contract and the Project Support Contract for the Tri-City and Stanton II Projects and the All-Requirements Power Supply Contract.

Electric Utility System

The Utility Board now operates under the name Keys Energy Services (“KEYS”).

In July 1997, KEYS agreed to become a member of FMPA’s All-Requirements Power Supply Project and began operations as a project participant effective April 1, 1998. On January 1, 2011, the Capacity and Energy Sales Contract was restructured to become the Revised, Amended and Restated Capacity and Energy Sales Contract (C&E Contract). Under the terms of this contract FMPA took over operational control and ownership risk for KEYS Stock Island generating units. FMPA has hired KEYS to maintain and operate the generating units through the Consolidated Operating and Maintenance Contract for the Stock Island Generating Facility also dated January 1, 2011. KEYS retains ownership of the Stock Island land, subject to certain easement and leasehold rights granted to FMPA.

FMPA will utilize the generating units to provide capacity and energy to the All-Requirements Power Supply Project in exchange for \$670,000 per year for ten years to be paid by FMPA to KEYS, and the other negotiated agreements of the parties to affect a True All-Requirements Project (TARP). At the end of ten years full ownership will transfer to FMPA.

Under the contractual arrangement with FMPA, KEYS has assigned all of its generating and firm purchased power resources to FMPA, and FMPA will serve all of KEYS’ requirements.

Further, in the event that power cannot be delivered to KEYS’ service area over the tie line from the mainland, KEYS has established a policy to have island generation capability equal to at least 60% of KEYS’ peak load. FMPA has agreed to meet these criteria by using the existing synchronized generating resources of four combustion turbine units and two medium speed diesels that currently total 111.0 MW. As part of the C&E contract, FMPA is required to maintain generation assets within KEYS’ Service Area equal to or above 60% of KEYS’ load. The related assignment of resources by KEYS to FMPA, and other matters pertaining to KEYS’ power supply are discussed in the following paragraphs.

KEYS had previously entered into other purchased power agreements with other parties including the FMPA Tri-City Project (Stanton 1) and the FMPA Stanton 2 Project. As a member of the All-Requirements Power Supply Project, KEYS’ resources and costs under these two contracts have been assigned to FMPA.

Service Area and Customers

The service area of KEYS consists of the lower Florida Keys, extending approximately 44 miles in an east-west direction from Pigeon Key, adjacent to the service area of the Florida Keys Electric Cooperative Association, Inc. to the City of Key West, representing approximately 74 square miles.

The United States Navy is the largest customer of KEYS and accounted for approximately 7.0% of the total kilowatt hours sold in both fiscal year 2018 and fiscal year 2017.

KEYS’ contract with the Navy is for a term of ten years with a provision which requires the parties to commence negotiations for a new contract at least one year prior to the end of the current contract. The contract also contains provisions for minimum billing, service reduction and exclusive service provisions. Pursuant to this contract, KEYS has agreed to provide a maximum of 15 MW of power at multiple locations.

On September 12, 2007, both parties signed a contract (the “2007 contract”) which was in effect through August 31, 2017. Contract negotiations are being pursued by KEYS; and, the Navy is currently being served non-contractually.

UTILITY BOARD OF THE CITY OF KEY WEST, FLORIDA
SUMMARY OF OPERATING RESULTS⁽¹⁾
(Dollars in Thousands)

| | For The Fiscal Years Ended September 30, | | | | |
|--|--|----------|----------|---------------------|---------------------|
| | 2014 | 2015 | 2016 | 2017 ⁽³⁾ | 2018 ⁽²⁾ |
| Customers (annual average) | 30,859 | 30,989 | 31,303 | 30,109 | 30,009 |
| System Requirements | | | | | |
| Peak Demands (MW) | 144 | 147 | 148 | 148 | 146 |
| Energy(MWh)..... | 770,420 | 779,772 | 800,265 | 764,396 | 746,553 |
| Total Energy Sales(MWh) | 726,995 | 730,085 | 753,051 | 724,492 | 698,893 |
| Total Operating Revenues | \$96,295 | \$86,875 | \$89,843 | \$92,695 | \$87,636 |
| Operating Expenses: | | | | | |
| Total Power Production and Power Supply | \$52,692 | \$45,567 | \$46,745 | \$51,341 | \$44,486 |
| All Other Operating Expenses (excluding depreciation and Unfunded OPEB) | \$25,837 | \$27,408 | \$27,266 | \$29,457 | \$29,808 |
| Total Operating Expenses (excluding depreciation and Unfunded OPEB) | \$78,529 | \$72,975 | \$74,011 | \$80,798 | \$74,294 |
| Net Operating Revenues | | | | | |
| Available for Debt Service | \$17,766 | \$13,900 | \$15,832 | \$11,897 | \$13,342 |
| Other Income (Deductions)—Net..... | \$ 4,170 | \$ 4,745 | \$ 2,608 | \$ 5,419 | \$ 3,288 |
| Net Revenues and Other Income | | | | | |
| Available for Debt Service | \$21,936 | \$18,645 | \$18,440 | \$17,316 | \$16,630 |
| Debt Service—Revenue Bonds | \$11,259 | \$11,228 | \$11,153 | \$11,153 | \$11,153 |
| Debt Service Ratios | | | | | |
| Actual | 1.95x | 1.66x | 1.65x | 1.55x | 1.49x |
| Required Per Bond Resolution Rate Covenant..... | 1.25x | 1.25x | 1.25x | 1.25x | 1.25x |
| Balance available for renewals, replacements, capital additions and other lawful purposes..... | \$10,677 | \$ 7,417 | \$ 7,287 | \$ 6,163 | \$ 5,477 |
| Transferred to General Fund (City of Key West) | \$ 419 | \$ 395 | \$ 391 | \$ 429 | \$ 423 |

CONDENSED BALANCE SHEET⁽¹⁾
(Dollars in Thousands)

| | For Fiscal Years Ended September 30, | |
|------------------------------------|--------------------------------------|------------------|
| | 2017 ⁽³⁾ | 2018 |
| ASSETS: | | |
| Net Utility Plant..... | \$153,761 | \$168,213 |
| Restricted Assets | 23,045 | 30,783 |
| Assets | 58,876 | 71,717 |
| Deferred Outflows of Resources | 13,445 | 8,944 |
| Total Assets | <u>\$249,127</u> | <u>\$279,657</u> |
| LIABILITIES AND EQUITY: | | |
| Liabilities..... | \$104,177 | \$157,981 |
| Retained Earnings..... | 91,507 | 52,369 |
| Long Term Debt | 53,243 | 44,272 |
| Deferred Inflows of Resources | 200 | 25,035 |
| Total Liabilities and Equity | <u>\$249,127</u> | <u>\$279,657</u> |

⁽¹⁾ Electric utility only.

⁽²⁾ Fiscal year 2017 was restated.

⁽³⁾ Subsequent to the end of the 2018 fiscal year, KEYS issued bonds in the principal amount of \$60,000,000.

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APPENDIX C

FMPA'S ANNUAL AUDIT REPORT FOR ITS FISCAL YEAR ENDED SEPTEMBER 30, 2018

APPENDIX D

SUMMARY OF CERTAIN PROVISIONS OF THE RESOLUTION AND POWER SUPPLY CONTRACTS

This Appendix contains summaries of certain provisions of FMPA's All-Requirements Power Supply Project Revenue Bond Resolution, adopted on March 22, 1985, as amended and restated in its entirety on May 23, 2003, as supplemented and amended, including as supplemented and amended by the Supplemental and Amendatory All-Requirements Power Supply Project Revenue Bond Resolution (Governance Amendments) adopted May 24, 2007 and as supplemented by the Series 2019A Supplemental All-Requirements Power Supply Project Revenue Bond Resolution (Fixed Rate Bonds) authorizing the Series 2019A Bonds and the Series 2019B Supplemental All-Requirements Power Supply Project Revenue Bond Resolution (Fixed Rate Bonds) authorizing the Series 2019B Bonds, each adopted on [____], 2019 (collectively, the "Supplemental Resolution" and, together with the All-Requirements Power Supply Project Revenue Bond Resolution, the "Resolution"); and (ii) separate All-Requirements Power Supply Project Contracts, as amended and restated (the "All-Requirements Power Supply Contracts") between FMPA and the Participants. These summaries are not to be considered full statements of the terms of the respective documents and accordingly are qualified by the reference to such respective documents and subject to the full text thereof. Copies of such documents may be obtained from FMPA on request. Capitalized terms not otherwise defined herein have the meanings set forth in the respective documents or the Official Statement.

SUMMARY OF CERTAIN PROVISIONS OF THE RESOLUTION

The following is a general summary of certain provisions of the Resolution. Certain additional provisions relating specifically to the Offered Securities issued pursuant to the Supplemental Resolution and Bond Series Certificate are presented under "DESCRIPTION OF THE OFFERED SECURITIES" and "SECURITY AND SOURCES OF PAYMENT FOR THE OFFERED SECURITIES."

Definitions

Accrued Aggregate Debt Service shall mean, as of any date of calculation, an amount equal to the sum of the amounts of accrued Debt Service with respect to all Series and all Parity Debt, calculating the accrued Debt Service with respect to each Series at an amount equal to the sum of (i) interest on the Bonds of such Series and all Parity Debt accrued and unpaid and to accrue to the end of the then current calendar month, and (ii) Principal Installments due and unpaid and that portion of the Principal Installment for such Series and such Parity Debt next due which would have accrued (if deemed to accrue in the manner set forth in the definition of Debt Service) to the end of such calendar month; provided, however that there shall be excluded from the calculation of Accrued Aggregate Debt Service any Principal Installments which are Refundable Principal Installments.

Adjusted Aggregate Debt Service for any period means, as of any date of calculation, the Aggregate Debt Service for such period except that, if any Refundable Principal Installment for any Series of Bonds is included in Aggregate Debt Service for such period, Adjusted Aggregate Debt Service shall mean Aggregate Debt Service determined as if each such Refundable Principal Installment had been payable, over a period extending from the due date of such Principal Installment through the later of the 35th anniversary of the issuance of such Series of Bonds or the 10th anniversary of the due date of such Principal Installments, in installments which would have required equal annual payments of principal and interest over such period. Interest deemed payable in any Fiscal Year after the actual due date of any Refundable Principal Installment of any Series of Bonds shall be calculated at the weighted average rate of interest actually payable on the Bonds of such Series at the time the calculation is made or such higher rate as FMPA determines appropriate.

Aggregate Debt Service for any period means, as of any date of calculation, the sum of the amounts of Debt Service for such period with respect to all Series and all Parity Debt; provided, however, that for purposes of calculating or estimating Aggregate Debt Service for any future period (except as otherwise specifically provided in the Resolution): (A) any Variable Interest Rate Bonds shall be deemed to bear interest at all times prior to the maturity date thereof for which the interest rate payable thereon has not yet been determined at the Estimated

Average Interest Rate applicable thereto; (B) any Bonds, other than Variable Interest Rate Bonds, in respect of which FMPA has entered into a Qualified Swap shall during the period for which such Qualified Swap is in effect be deemed to bear interest at the highest of the fixed rate or the maximum interest rate payable on such Bonds or pursuant to such Qualified Swap; (C) any Put Bonds Outstanding during such period which by their terms are not required to be paid by FMPA upon tender by the Holder thereof shall be assumed to mature on the stated maturity date thereof; (D) any Put Bonds Outstanding during such period which by their terms are required to be paid by FMPA upon tender by the Holder thereof shall be assumed to mature on the earliest to occur of (1) the stated maturity date thereof, (2) the date provided in an applicable Supplemental Resolution, or (3) if the Bond Support Facility securing such Put Bonds expires within six months or fewer of the date of calculation and has not been renewed or replaced, the expiration date of such Bond Support Facility; (E) the principal amount of any Put Bonds tendered for payment by FMPA which are required to be paid by FMPA which have not yet been purchased in lieu of such payment by FMPA shall be deemed to mature on the date required to be paid pursuant to such tender; and (F) subject to the provisions of the Supplemental Resolution authorizing any Extendible Maturity Bonds, Extendible Maturity Bonds Outstanding during such period shall be deemed to mature on the later of the stated maturity date or the date to which such stated maturity date has been extended.

Annual Budget shall mean the annual budget, as amended or supplemented, adopted or in effect for a particular Fiscal Year as provided in the Resolution.

Bond or Bonds shall mean any bond or bonds, note or notes, or other evidences of indebtedness (other than Subordinated Debt), as the case may be, authenticated and delivered under and pursuant to the Resolution.

Bond Series Certificate means a certificate of an Authorized Officer fixing terms, conditions and other details of the Bonds or Parity Debt, in accordance with the delegation of power to do so under a Supplemental Resolution.

Bond Support Facility means any irrevocable letter of credit, standby bond purchase agreement, line of credit, policy of bond insurance, surety bond, guarantee or similar instrument which is obtained by FMPA and is issued by a financial, insurance or other institution and which provides security or liquidity in respect of the Bonds of any Series (and with respect to a policy of bond insurance guarantees the payment of principal of and interest on the Bonds), not including any Reserve Account Credit Facility.

Business Day means any day that is not a Saturday, Sunday or legal holiday in the State of Florida or a day on which banks in New York City are authorized by law or executive order to close.

Contingency Requirement shall mean, at any date of calculation, with respect to the Contingency Account in the Reserve and Contingency Fund, such amount as at the date of calculation shall have been established by FMPA as the Contingency Requirement in its Annual Budget which is then in effect.

Cost of Acquisition and Construction means all costs, expenses and liabilities of FMPA related to the All-Requirements Power Supply Project or the System which on the date hereof or in the future shall be permitted to be funded with the proceeds of Bonds pursuant to the provisions of the Act or any other applicable laws of the State of Florida.

Credit Facility shall mean an irrevocable letter of credit, surety bond, loan agreement, Standby Purchase Agreement or other agreement, facility or insurance or guaranty arrangement issued or extended by a bank, a trust company, a national banking association, an organization subject to registration with the Board of Governors of the Federal Reserve System under the Bank Holding Company Act of 1956 or any successor provisions of law, a federal branch pursuant to the International Banking Act of 1978 or any successor provisions of law, a savings bank, a saving and loan association, an insurance company or association chartered or organized under the laws of any state of the United States of America, the Government National Mortgage Association or any successor thereto, the Federal National Mortgage Association or any successor thereto, or any other federal agency or instrumentality approved by FMPA, pursuant to which FMPA is entitled to obtain monies to pay the principal, purchase price or Redemption Price of Bonds due in accordance with their terms or tendered for purchase or redemption, plus accrued interest thereon to the date of payment, purchase or redemption thereof in accordance with the Resolution, whether or not FMPA is in default under the Resolution.

Debt Service for any period shall mean, as of any date of calculation and with respect to any Series or any Parity Debt, an amount equal to the sum of (i) interest accruing during such period on Bonds of such Series and all additional interest amounts to accrue to the end of such period pursuant to any related Parity Debt, except to the extent that such interest is to be paid from deposits made from Bond proceeds into the Debt Service Account in the Debt Service Fund (including amounts, if any, transferred thereto from the Construction Fund), and (ii) that portion of each Principal Installment for such Series and such Parity Debt which would accrue during such period if such Principal Installment were deemed to accrue daily in equal amounts from the next preceding Principal Installment due date for such Series and such Parity Debt (or, if there shall be no such preceding Principal Installment due date, from a date one year preceding the due date of such Principal Installment or from the date of issuance of the Bonds of such Series and such Parity Debt, whichever date is later). Such interest and Principal Installments for such Series shall be calculated on the assumption that (x) no Bonds (except for Put Bonds actually tendered for payment or for purchase in accordance with the Supplemental Resolution authorizing the Series of Bonds of which such Bond is one prior to the stated maturity thereof and not purchased or remarketed on the date required to be paid or purchased) of such Series Outstanding at the date of calculation will cease to be Outstanding except by reason of the payment of each Principal Installment on the due date thereof and (y) the principal amount of Put Bonds tendered for payment before the stated maturity thereof shall be deemed to accrue on the date required to be paid pursuant to such tender.

Debt Service Reserve Requirement shall mean, with respect to a particular Series of Bonds, the amount, if any, set forth in the Supplemental Resolution authorizing such Series of Bonds. Any amounts on deposit in the Debt Service Reserve Account for such Bonds shall, unless otherwise provided in the Supplemental Resolution authorizing such Bonds, secure only such Outstanding Bonds (and related Parity Reimbursement Obligations) and shall not be available to pay Debt Service on any other Bonds from time to time Outstanding hereunder.

Extendible Maturity Bonds shall mean Bonds the maturities of which, by their terms, may be extended by and at the option of the Holder thereof.

Net Revenues for any period means the Revenues during such period, determined on an accrual basis, plus (x) the amounts, if any, transferred from the Rate Stabilization Account in the Operation and Maintenance Fund into the Revenue Fund during such period and minus (y) the sum of (a) Operation and Maintenance Expenses during such period, determined on an accrual basis, to the extent paid or to be paid from Revenues and (b) the amounts, if any, accrued in the Revenue Fund for transfer to the Rate Stabilization Account in the Operation and Maintenance Fund during such period.

Option Bonds shall mean both Extendible Maturity Bonds and Put Bonds.

Put Bonds shall mean Bonds which by their terms may be tendered by and at the option of the Holder thereof for payment by FMPA or purchase and remarketing prior to the stated maturity or redemption date thereof either (a) by FMPA and by the Person and/or from the source specified in a Supplemental Resolution or (b), without recourse to FMPA by the Person and/or from the source specified in a Supplemental Resolution; provided, however, that such payment by FMPA shall in all events be required to be supported by a Bond Support Facility.

Refundable Principal Installment means any Principal Installment for any Series of Bonds which FMPA intends to pay with monies which are not Revenues, provided that such intent shall have been expressed in the Supplemental Resolution authorizing such Series of Bonds and provided further that such Principal Installment shall be a Refundable Principal Installment only through the first day of the twelfth month preceding the month in which such Principal Installment comes due or such earlier time as FMPA no longer intends to pay such Principal Installment with monies which are not Revenues.

Revenues shall mean (i) all revenues, income, rents, user fees or charges and receipts derived by FMPA from or attributable to the ownership and operation of the System, including all revenues attributable to the System or to the payment of the costs thereof received by FMPA under any contract for the sale of power, energy, transmission, dispatching or other service from the System or any part thereof or any contractual arrangement with respect to the use of the System or any portion thereof or the services, output or capacity thereof, (ii) the proceeds of any insurance covering business interruption loss relating to the System and (iii) interest received on any monies or

securities held pursuant to the Resolution and paid or required to be paid into the Revenue Fund. Revenues shall not include any amounts paid to FMPA pursuant to a Qualified Swap or similar financial arrangements.

[System means all items of real and personal property, all interests in or rights to the use of services, output or capacity acquired or purchased by FMPA for the purposes of, or designated by FMPA to be used for the purpose of, meeting its obligations under the All-Requirements Power Supply Contracts, which now or in the future shall be permitted to be included in the System pursuant to the provisions of the Act or other applicable laws of the State of Florida. Unless otherwise provided by action of the Agency designating such items as part of the System, the System shall not include FMPA's 8.806% undivided ownership interest in St. Lucie Unit No. 2, or any rights to receive any electric capacity or energy therefrom; any rights to receive electric capacity and energy pursuant to the St. Lucie Nuclear Reliability Exchange Agreement, dated March 26, 1982, as amended, or the St. Lucie Replacement Power Agreement, dated February 11, 1982; or FMPA's 14.8193% undivided ownership interest in Stanton Unit No. 1 acquired pursuant to the Stanton Unit No. 1 Participation Agreement dated as of January 16, 1984, as amended (the "Stanton Project"); or FMPA's 5.3012% undivided ownership interest in Stanton Unit No. 1 acquired pursuant to Stanton Unit No. 1 Participation Agreement dated as of March 22, 1985, as amended (the "Tri-City Project"); provided, however, that certain Project Participants having Entitlement Shares in the Tri-City Project, Stanton Project, Stanton II Project and/or St. Lucie Project have agreed to sell and make available to FMPA for the All-Requirements Power Supply Project, the capacity and energy from such Entitlement Shares pursuant to the Capacity and Energy Sales Contracts between FMPA and such Project Participants and the right to receive such capacity and energy shall be a part of the System. Notwithstanding the foregoing definition of the term System, such term shall not include any properties, rights or interests in properties of FMPA which FMPA determines shall not constitute a part of the All-Requirements Power Supply Project or the System for the purposes of the All-Requirements Power Supply Project Contracts.]

Trust Estate shall mean (i) the proceeds of the sale of Bonds, (ii) all right, title and interest of FMPA in, to and under the All-Requirements Power Supply Project Contracts, (iii) the Revenues, and (iv) all Funds established by the Resolution (other than the Decommissioning Fund) including the investments, if any, thereof, and the same are hereby pledged and assigned, subject only to the provisions of the Resolution permitting the application thereof for the purposes and on the terms and conditions set forth in the Resolution.

Pledge

The Bonds and any Parity Debt shall be special obligations of FMPA payable solely from and secured as to the payment of the principal and Redemption Price thereof, and interest thereon, in accordance with their terms and the provisions of the Resolution solely by the Trust Estate.

Application Of Revenues

Revenues are pledged by the Resolution to payment of principal and redemption price of and interest on the Bonds, subject to the provisions of the Resolution permitting application thereof for other purposes. The Resolution establishes the following Funds and Accounts:

| Funds | Held by: |
|-----------------------------------|----------|
| Construction Fund | Trustee |
| Revenue Fund | FMPA |
| Operation and Maintenance Fund | FMPA |
| Operation and Maintenance Account | |
| Working Capital Account | |
| Rate Stabilization Account | |
| Debt Service Fund | Trustee |
| Debt Service Account | |
| Debt Service Reserve Account | |

| | |
|--|---|
| Subordinated Debt Fund | Held as determined by the Supplemental Resolution |
| Reserve and Contingency Fund Renewal and Replacement Account | FMPA |
| Contingency Account | |
| General Reserve Fund | FMPA |

Pursuant to the Resolution, all Revenues are to be deposited promptly by FMPA upon receipt thereof into the Revenue Fund. Each month, amounts in the Revenue Fund are to be paid to the following Funds in the order of priority for application therefrom as follows:

- To the credit of the Operation and Maintenance Account, the Working Capital Account and the Rate Stabilization Account in the Operation and Maintenance Fund, the respective amounts which are equal to (i) in respect to the Operation and Maintenance Account, the amount required so that the balance credited to such Account shall equal the amount estimated to be necessary for the payment of Operation and Maintenance Expenses for the next succeeding calendar month and (ii) in respect to the Working Capital Account and the Rate Stabilization Account, the amount required so that the balance credited to such Accounts equals the monies budgeted to be on credit to said Accounts in the Annual Budget for the next succeeding calendar month. Amounts credited to the Operation and Maintenance Account will be applied by FMPA to the payment of Operation and Maintenance Expenses. Amounts credited to the Working Capital Account shall, at the direction of FMPA, (i) be credited to the Operation and Maintenance Account, (ii) be applied directly to any of the purposes for which amounts in the Operation and Maintenance Account could be applied, (iii) to the extent provided in the current Annual Budget, be transferred to the Debt Service Account, or (iv) to the extent that such amounts were not credited thereto from the proceeds of the Bonds, be credited to the Reserve and Contingency Fund or to the Decommissioning Fund, if then created. Amounts credited to the Rate Stabilization Account shall, at the direction of FMPA, (i) to the extent provided in the current Annual Budget, be credited to or transferred to, as appropriate, any other Fund or Account held under the Resolution, (ii) be applied to make up deficiencies in the Debt Service Account and the Debt Service Reserve Account except deficiencies in the Debt Service Reserve Account due to transfers to the Debt Service Account, (iii) be paid to each Reserve Account Credit Facility Provider to reimburse such provider for any amounts advanced under its Reserve Account Credit Facility, (iv) be applied to make up deficiencies in the Debt Service Reserve Account due to transfers to the Debt Service Account, and (v) be applied to make up deficiencies in the Renewal and Replacement Account and the Contingency Account. The Resolution provides for the application of excess amounts in the Operation and Maintenance Account to make up any deficiencies in certain other Funds established under the Resolution, with any balance to be deposited in the General Reserve Fund. The determination of the amounts and application of any such excess amounts shall be made by FMPA.

- For deposit into the Debt Service Account in the Debt Service Fund, the amounts required so that the balance (excluding capitalized interest on deposit therein in excess of the amount thereof to be applied to pay interest accrued and to accrue on all outstanding Bonds to the end of the then current calendar month) in said Account equals the Accrued Aggregate Debt Service as of the last day of the then current calendar month or, if interest and/or principal are required to be paid to Holders of Bonds during the next succeeding calendar month on a day other than the first day of such calendar month, Accrued Aggregate Debt Service as of the day through and including which such interest and/or principal is required to be paid. The Trustee will apply amounts in the Debt Service Account to the payment of principal of and interest on the Bonds.

With respect to amounts accumulated in the Debt Service Account with respect to any Sinking Fund Installments, the Trustee may, and if directed by FMPA, shall apply such amounts on or prior to the 40th day preceding the due date of such Sinking Fund Installment to (i) the purchase of Bonds of the Series, maturity and

interest rate within each maturity for which such Sinking Fund Installment was established or (ii) the redemption at the applicable Redemption Price of such Bonds.

- To reimburse each Reserve Account Credit Facility Provider for any amounts advanced under its Reserve Account Credit Facility, including paying interest thereon, in accordance with the terms of such Reserve Account Credit Facility and any reimbursement agreement between FMPA and the Reserve Account Credit Facility Provider; to the extent that on any date the amounts available for such reimbursement payments are insufficient to make all such payments, including interest, the amounts actually available shall be paid pro rata, to each Reserve Account Credit Facility Provider in proportion to the payments then due under the respective Reserve Account Credit Facilities; provided, however, that if any such payment shall not result in the reinstatement of a portion of such Reserve Account Credit Facility in an amount equal to such payment (excluding the portion thereof representing interest on such advance), such reimbursement payment shall be made only after the payments otherwise required by the Resolution.

- To the credit of each subaccount in the Debt Service Reserve Account, the amount, if any, required for such subaccounts to equal the Debt Service Reserve Requirement as of the last day of the current calendar month.

Amounts in the Debt Service Reserve Account are to be applied to make up any deficiency in the Debt Service Account. Whenever the amount in the Debt Service Reserve Account, together with the amount in the Debt Service Account, is sufficient to pay in full all outstanding Bonds in accordance with their terms, the funds on deposit in the Debt Service Reserve Account will be transferred to the Debt Service Account. Whenever monies on deposit in the Debt Service Reserve Account exceed the Debt Service Reserve Requirement, the excess may, if requested by FMPA, be deposited in the Revenue Fund.

- To the Subordinated Debt Fund, the amount, if any, required by the Supplemental Resolution authorizing such issue to pay principal or sinking fund installments of and premiums, if any, and interest on each issue of Subordinated Debt and reserves therefor. FMPA will apply amounts in the Subordinated Debt Fund in accordance with the Supplemental Resolution authorizing the issue. If at any time the amount in the Debt Service Account in the Debt Service Fund is deficient or the amount in the Debt Service Reserve Account is less than the Debt Service Reserve Requirement as a result of a transfer to the Debt Service Account, and there are no available monies sufficient to cure such deficiency in the Reserve and Contingency Fund or the General Reserve Fund, amounts in the Subordinated Debt Fund will be applied to make up such deficiency.

- To the credit of the Reserve and Contingency Fund, for credit to (i) the Renewal and Replacement Account, the amount, if any, budgeted for credit therein during such month in the then current Annual Budget, and (ii) the Contingency Account, the amount, if any, required for such Account to equal the Contingency Requirement.

Amounts in the Renewal and Replacement Account will be applied to the payment of Development Costs and costs of renewals, replacements, repairs, additions, betterments, enlargements and improvements to the System necessary to keep the same in good operating condition or to prevent a loss of Revenues therefrom, or required by any governmental agency having jurisdiction over the System or any part thereof.

Amounts in the Contingency Account will be applied to the payment of costs of major renewals, replacements, repairs, additions, betterments, enlargements and improvements with respect to the System and to the payment of Development Costs, in each case to the extent that amounts credited to the Renewal and Replacement Account are insufficient.

If at any time the amount in the Debt Service Account is deficient or the amount in the Debt Service Reserve Account is less than the Debt Service Reserve Requirement as a result of a transfer to the Debt Service Account, and there are not on deposit in the General Reserve Fund available monies sufficient to cure such deficiency, then FMPA will transfer from the Reserve and Contingency Fund the amount necessary to make up such deficiency.

Amounts in the Renewal and Replacement Account and the Contingency Account which exceed the respective amounts required to be held therein, to the extent not required to make up deficiencies in the Debt Service Fund may be deposited in the Decommissioning Fund, if established, or, in the General Reserve Fund.

- To the credit of the General Reserve Fund, the balance, if any, in the Revenue Fund; FMPA will transfer from the General Reserve Fund amounts in the following order of priority: (i) to the Debt Service Account and the Debt Service Reserve Account in the Debt Service Fund the amount necessary to make up any deficiencies in payments to said Accounts except deficiencies in the Debt Service Reserve Account due to transfers to the Debt Service Account (ii) to the Debt Service Reserve Account the amount of any deficiency in such Account resulting from any transfer to the Debt Service Account, and (iii) to the Renewal and Replacement Account and the Contingency Account in the Reserve and Contingency Fund, in that order, the amount necessary to make up any deficiencies in payments to said Fund.

Amounts in the General Reserve Fund not required for any of the above purposes shall upon determination of FMPA be applied to or set aside by FMPA for any one or more of the following: (i) the purchase or redemption of Bonds, and expenses and reserves in connection therewith; (ii) payment of Operation and Maintenance Expenses or credit to the Working Capital Account in the Operation and Maintenance Fund; (iii) payments into any separate accounts established in the Construction Fund; (iv) transfer to the credit of the Renewal and Replacement Account or the Contingency Account in the Reserve and Contingency Fund; (v) transfer to the Subordinated Debt Fund; (vi) transfer to the Rate Stabilization Account in the Operation and Maintenance Fund; (vii) payments of any termination or other fees, expenses, indemnification or other obligations to a Qualified Swap Provider; and (viii) any other lawful purpose of FMPA related to the System.

Debt Service Reserve Account

In lieu of the required deposits and transfers to any subaccount in the Debt Service Reserve Account, FMPA may at any time cause to be deposited into such subaccount for the benefit of the holders of the Bonds and any related Parity Reimbursement Obligations, an insurance policy or a letter of credit in an amount equal to the difference between the Debt Service Reserve Requirement and the sums, if any, then on deposit in such subaccount or being deposited in such subaccount concurrently with such insurance policy or letter of credit. The insurance policy or letter of credit shall be payable (upon the giving of notice as required thereunder) on any date on which monies will be required to be withdrawn from the subaccount and applied to the payment of a Principal Installment of or interest on any Bonds and any related Parity Debt entitled to the benefit of such amounts in such subaccount and such withdrawal cannot be met by amounts on deposit in such subaccount. The insurer providing such insurance policy shall be a municipal bond or other insurance company, obligations insured by which are rated in one of the two highest rating categories by each nationally recognized rating agency then rating any Series of Bonds at the request of FMPA. The letter of credit issuer shall be a bank or savings and loan association whose long-term uncollateralized debt obligations are rated in either of the two highest rating categories by each nationally recognized rating agency then rating any Series of Bonds at the request of FMPA. If a disbursement is made pursuant to an insurance policy or a letter of credit, FMPA shall be obligated either (i) to reinstate the maximum limits of such insurance policy or letter of credit or (ii) to deposit into the appropriate subaccount in the Debt Service Reserve Account, funds in the amount of the disbursement made under such insurance policy or letter of credit, or a combination of such alternatives, as shall provide that the amount in such subaccount equals the Debt Service Reserve Requirement.

In the event of the refunding of any Bonds, the Trustee shall, if FMPA so directs, withdraw from the related subaccount in the Debt Service Reserve Account in the Debt Service Fund all, or any portion of, the amounts accumulated therein with respect to the Bonds being refunded and deposit such amounts with itself as Trustee to be held for the payment of the principal or Redemption Price, if applicable, and interest on the Bonds being refunded; provided that such withdrawal shall not be made unless (a) immediately thereafter the Bonds being refunded shall be deemed to have been paid pursuant to the provisions of the Resolution, and (b) the amount remaining in the related subaccount, after giving effect to the issuance of the Refunding Bonds and the disposition of the proceeds thereof and to any insurance policy or letter of credit deposited in such subaccount, shall not be less than the Debt Service Reserve Requirement. In the event of such refunding, FMPA may also direct the Trustee to withdraw from the related subaccount all, or any portion of, the amounts accumulated therein with respect to Debt Service on the Bonds being refunded and deposit such amounts in any Fund or Account under the Resolution; provided, however, that

such withdrawal shall not be made unless items (a) and (b) referred to hereinabove have been satisfied and provided, further, at the time of withdrawal, there shall exist no deficiency in any Fund or Account held under the Resolution.

Construction Fund

The Resolution establishes a Construction Fund, to be held by the Trustee, into which will be paid amounts required by the provisions of the Resolution and any Supplemental Resolution and, at the option of FMPA, any monies received for or in connection with the System by FMPA from any other source, unless required to be otherwise applied as provided in the Resolution. In addition, subject to the provisions of any agreements relating to the purchase, ownership or operation of any part of the System, proceeds of insurance for physical loss of or damage to the System or of contractors' performance bonds with respect thereto pertaining to the period of construction will be paid into the Construction Fund.

The Trustee will pay to or for the account of FMPA, upon the requisitions of FMPA therefor pursuant to the Resolution, from the Construction Fund, the Cost of Acquisition and Construction of the System. The Trustee will pay to FMPA, upon the requisition therefor, a sum or sums aggregating not more than \$10,000,000 to be used by FMPA to establish a revolving fund to pay Costs of Acquisition and Construction which cannot conveniently be paid through the requisition process.

To the extent that other monies are not available therefor, amounts in the Construction Fund will be applied to the payment of principal of and interest on Bonds when due.

Bonds Other Than Refunding Bonds

FMPA may issue Bonds for the purpose of paying all or a portion of the Cost of Acquisition and Construction of the System.

Refunding Bonds

One or more Series of Refunding Bonds may be issued to refund any Outstanding Bonds or Parity Debt. The issuance of Refunding Bonds to refund Outstanding Bonds is subject to the receipt by the Trustee of, among other things, a certificate of an Authorized Officer stating that such Refunding Bonds are being issued to reduce amounts payable under the All-Requirements Power Supply Project Contracts or that the issuance of such Refunding Bonds is otherwise advantageous to FMPA or the Project Participants.

Investment of Certain Funds

The Resolution provides that certain funds and accounts held thereunder may, and in the case of the Debt Service Account and the Debt Service Reserve Account in the Debt Service Fund and of the Subordinated Debt Fund must be invested to the fullest extent practicable in Investment Securities. The Resolution provides that such investments will mature no later than such times as necessary to provide monies when needed for payments from such Funds and Accounts. "Investment Securities" are defined in the Resolution to mean and include any of the following securities, if and to the extent the same are at the time legal for investment of FMPA's funds:

(i) any bonds or other obligations which as to principal and interest constitute direct obligations of, or are unconditionally guaranteed by, the United States of America, including obligations of any of the Federal agencies set forth in clause (iii) below to the extent unconditionally guaranteed by United States of America;

(ii) any bonds or other obligations of any state of the United States of America or of any agency, instrumentality or local governmental unit of such state (a) which are not callable prior to maturity or as to which irrevocable instructions have been given to the trustee of such bonds or other obligations by the obligor to give due notice of redemption and to call such bonds for redemption on the date or dates specified in such instructions, (b) which are secured as to principal and interest and redemption premium, if any, by a fund consisting only of cash or bonds or other obligations of the character described in clause (i) hereof which fund may be applied only to the payment of such principal of and interest and redemption premium, if any, on such bonds or other obligations on the

maturity date or dates thereof or the redemption date or dates specified in the irrevocable instructions referred to in subclause (a) of this clause (ii), as appropriate, and (c) as to which the principal of and interest on the bonds and obligations of the character described in clause (i) hereof which have been deposited in such fund along with any cash on deposit in such fund are sufficient to pay principal of and interest and redemption premium, if any, on the bonds or other obligations described in this clause (ii) on the maturity date or dates thereof or on the redemption date or dates specified in the irrevocable instructions referred to in subclause (a) of this clause (ii), as appropriate;

(iii) bonds, debentures, or other evidences of indebtedness issued or guaranteed by any agency or corporation which has been or may hereafter be created pursuant to an Act of Congress as an agency or instrumentality of the United States of America;

(iv) New Housing Authority Bonds issued by public agencies or municipalities and fully secured as to the payment of both principal and interest by a pledge of annual contributions under an Annual Contributions Contract or Contracts with the United States of America; or Project Notes issued by public agencies or municipalities and fully secured as to the payment of both principal and interest by a requisition or payment agreement with the United States of America;

(v) direct and general obligations of any state of the United States of America or any agency, instrumentality or local governmental unit of any such state, to the payment of the principal of and interest on which the full faith and credit of such state, agency, instrumentality or local governmental unit is pledged, provided that at the time of their purchase under the Resolution such obligations are rated in either of the two highest categories by a nationally recognized bond rating agency;

(vi) obligations of any state of the United States of America or any political subdivision thereof or any agency or instrumentality of any state or political subdivision which shall be rated in the highest rating category by a nationally recognized bond rating agency;

(vii) certificates or other instruments that evidence ownership of the right to payments of principal of or interest on obligations of any state of the United States of America or any political subdivision thereof or any agency or instrumentality of any state or political subdivision, provided that such obligations shall be held in trust by a bank or trust company or a national banking association meeting the requirements for a successor Trustee in accordance with the Resolution, and provided further that the payments of all principal of and interest on such certificates or such obligations shall be fully insured or unconditionally guaranteed by, or otherwise unconditionally payable pursuant to a credit support arrangement provided by, one or more financial institutions or insurance companies or associations which at the date of investment shall have an outstanding, unsecured, uninsured and unguaranteed debt issue rated in the highest rating category by a nationally recognized bond rating agency, or, in the case of an insurer providing municipal bond insurance policies insuring the payment, when due, of the principal of and interest on municipal bonds, such insurance policy shall result in such municipal bonds being rated in the highest rating category by a nationally recognized bond rating agency;

(viii) certificates that evidence ownership of the right to payments of principal or interest on obligations described in clause (i), provided that such obligations shall be held in trust by a bank or trust company or a national banking association meeting the requirements for a successor Trustee in accordance with the Resolution;

(ix) certificates of deposit, whether negotiable or non-negotiable, and banker's acceptances of the 50 largest banks in the United States or commercial paper issued by the parent holding company of any such bank which at the time of investment has an outstanding unsecured, uninsured and unguaranteed debt issue ranked in either of the two highest rating categories by a nationally recognized bond rating agency (including the Trustee and its parent holding company, if any, if it otherwise qualifies);

(x) commercial paper, other than that issued by bank holding companies, (1) rated at the date of investment in the highest rating category by a nationally recognized bond rating agency, or (2) issued by United States corporations which at the date of investment have an outstanding, unsecured, uninsured and unguaranteed debt issue rated in either of the two highest rating categories by a nationally recognized bond rating agency;

(xi) any repurchase agreement with any bank or trust company organized under the laws of any state of the United States of America or any national banking association or government bond dealer reporting to, trading with, and recognized as a primary dealer by the Federal Reserve Bank of New York, which agreement is secured by any one or more of the securities described in clauses (i), (iii), (iv), (ix), or (x) above, which securities shall at all times have a market value (exclusive of accrued interest) not less than the full amount of the repurchase agreement, and be delivered to another bank or trust company organized under the laws of any state of the United States of America or any national banking association, as custodian in the name of or for exclusive benefit of FMPA;

(xii) shares of an Investment Company, organized under the Investment Company Act of 1940 as amended, which invests its assets exclusively in obligations of the type described in clause (i), (vi), (ix), (x), or (xi) above;

(xiii) Local Government Surplus Trust Fund of the State of Florida;

(xiv) Certificates of deposit, whether negotiable or non-negotiable, and banker's acceptance of the 10 largest banks in the State of Florida measured in terms of their primary capital (i.e., equity minus reserves);

(xv) Money market funds rated in the highest category for comparable types of obligations by each Rating Agency then maintaining a rating on the Bonds at the request of FMPA;

(xvi) investment agreements or guaranteed investment contracts with any financial institution whose senior long-term debt obligations or whose obligations under such investment agreement or guaranteed investment contract are guaranteed by a financial institution whose senior long-term debt obligations have a rating (at the time such agreement or contract is entered into) one of the two highest rating categories for comparable types of obligations by each Rating Agency then maintaining a rating on the Bonds at the request of FMPA ; and

(xvii) any other investment in which FMPA is authorized from time to time to invest under applicable law with respect to which an Authorized Officer has, on or before the date thereof, delivered to the Trustee (A) a certificate to the Trustee designating the additional investment as an Investment Security and (B) a Rating Confirmation.

Interest (net of the return of accrued interest paid in connection with the purchase of any investment) earned on any monies or investments in such Funds or Accounts, other than the Construction Fund, shall be paid into the Revenue Fund. Interest on monies or investments in the Construction Fund shall be held in such Fund for the purposes thereof.

The Trustee and FMPA may deposit monies in all Funds and Accounts held by it under the Resolution in banks or trust companies organized under the laws of any state of the United States or national banking associations having capital stock, surplus and undivided earnings of \$50,000,000 or more ("Depositories"). All monies held under the Resolution by the Trustee, FMPA or any Depository must be either (i) fully insured by the Federal Deposit Insurance Corporation, or (ii) continuously and fully secured by lodging with the Trustee or FMPA, as custodian, as collateral security, such securities as are described in clauses (i) through (iv), inclusive or in clause (viii), of the definition of "Investment Securities" having a market value not less than the amount of such monies, and secured in such other manner as may then be required by applicable Federal or State of Florida laws and regulations and applicable state laws and regulations of the state in which the Trustee, FMPA or such Depository is located; provided, however, that, to the extent permitted by law, it will not be necessary for the Trustee or any Paying Agent to give security for the deposit of any monies held in trust by it and set aside for the payment of the principal of, Redemption Price of, or interest on any Bonds, or for the Trustee, FMPA or any Depository to give security for any monies which are represented by obligations or certificates of deposit purchased as an investment of such monies.

Creation of Liens

FMPA will not issue any bonds, notes, debentures or other evidences of indebtedness of a similar nature, other than the Bonds and Parity Debt, payable out of or secured by a security interest in or pledge or assignment of the Trust Estate or other monies, securities or funds held or set aside under the Resolution, nor will it create or cause

to be created any lien or charge thereon; provided, however, to the extent permitted by law, FMPA may issue (a) bond anticipation notes, (b) evidences of indebtedness (i) payable out of monies in the Construction Fund as part of the Cost of Acquisition and Construction or (ii) payable out of, or secured by a security interest in a pledge and assignment of, Revenues to be received after the discharge of the pledge of Revenues provided in the Resolution or (c) Subordinated Debt.

Rate Covenant

FMPA covenants that it will fix, establish, maintain and collect rents, rates, fees and charges under the All-Requirements Power Supply Project Contracts and shall otherwise charge and collect rents, rates, fees and charges for the use or the sale of the output, electric capacity and energy or service of the System which, together with other available Revenues, are reasonably expected to yield Net Revenues for the 12-month period commencing with the effective date of such rents, rates and charges which shall be equal to at least the Aggregate Debt Service for such period and, in any event, as shall be required, together with other available funds, to pay or discharge all other indebtedness, charges and liens whatsoever payable out of Revenues under the Resolution; provided, however, that any Principal Installment which is a Refundable Principal Installment may be excluded from Aggregate Debt Service for purposes of the foregoing but only to the extent that FMPA intends to pay such Principal Installment from sources other than Revenues. Promptly upon (a) any material decrease in any month in the Revenues anticipated to be produced by any rents, rates or charges at the time of adoption of such rents, rates or charges or any later review thereof, (b) any material increase in expenses of operation of the System on any month not contemplated at the time of adoption of the rents, rates and charges then in effect or any later review thereof, or (c) any other material change in the circumstances which were contemplated at the time such rents, rates and charges were most recently reviewed, but not less frequently than once every 12 months, FMPA shall review the rents, rates, fees and charges so established and shall promptly establish or revise such rents, rates, fees and charges as necessary to comply with the foregoing requirements, provided that such rents, rates, fees and charges shall in any event produce monies sufficient to enable FMPA to comply with all its covenants under the Resolution.

In estimating Aggregate Debt Service on any Variable Rate Bonds for the purposes of the foregoing paragraph, FMPA shall be entitled to assume that such Variable Rate Bonds will bear such interest rate or rates as FMPA shall determine; provided, however, that the interest rate or rates assumed shall not be less than the interest rate borne by such Variable Rate Bonds at the time such estimate is made.

Covenants with Respect to All-Requirements Power Supply Project Contracts

FMPA covenants that it will collect and cause to be deposited in the Revenue Fund all amounts payable to it under the All-Requirements Power Supply Project Contracts or payable to it pursuant to any other contract for the sale or the use of output, capacity, or other service from the System. FMPA will enforce the provisions of the All-Requirements Power Supply Project Contracts and duly perform its covenants and agreements thereunder. FMPA will not consent to any rescission of, or amendment to, or take any action under or in connection with, the All-Requirements Power Supply Contracts unless it complies with the requirements in the Resolution.

Annual Budget

FMPA will file with the Trustee an Annual Budget for each Fiscal Year. The Annual Budget will include monthly appropriations for the estimated Operation and Maintenance Expenses and other expenditures for the System for such year, monthly appropriations for the estimated amount to be credited during each month to the Rate Stabilization Account, the Operation and Maintenance Account and the Working Capital Account in the Operation and Maintenance Fund, and the estimated amount to be credited during each month in the Renewal and Replacement Account and the Contingency Account in the Reserve and Contingency Fund and the Decommissioning Fund, if established, and the requirements, if any, for and the amounts estimated to be expended during each month from each Fund and Account. FMPA shall review quarterly, and at such other times as it deems desirable, its estimates set forth in the Annual Budget and in the event such estimates do not substantially correspond with actual Revenues, Operation and Maintenance Expenses or other requirements, or if there are extraordinary expenses, FMPA shall prepare an amended Annual Budget for the remainder of such fiscal year. FMPA may also at any time adopt an amended Annual Budget for the remainder of the then current Fiscal Year.

Insurance

FMPA will use its best efforts to keep or cause to be kept the properties of the System which are of an insurable nature and of the character usually insured by those operating properties similar to the System and in which FMPA has an insurable interest insured against loss or damage by fire and from other causes customarily insured against and in such relative amounts as are usually obtained. FMPA will at all times use its best efforts to maintain or cause to be maintained insurance or reserves against loss or damage from such hazards and risks to the person and property of others as are usually insured or reserved against by those operating properties similar to the properties of the System. FMPA will only be required to obtain such insurance if the same is available at reasonable rates and upon reasonable terms and conditions but if such insurance is not so obtainable, FMPA shall deliver an opinion to the Trustee of an independent insurance consultant to that effect.

Accounts and Reports

FMPA will keep or cause to be kept proper and separate books of records and accounts relating to the System, the Funds and Accounts established under the Resolution and relating to costs and charges under the All-Requirements Power Supply Project Contracts. Such books, together with all contracts and all other books and papers of FMPA relating to the System, will at all times be subject to the inspection of the Trustee and the holders of not less than 5% in principal amount of Bonds then outstanding.

FMPA will file annually with the Trustee and the Consulting Engineer an annual report, accompanied by an accountant's certificate, relating to the financial position of the System, statements of assets and liabilities, statements of Revenues and Operation and Maintenance Expenses, a summary with respect to Funds and Accounts established under the Resolution of the changes in financial condition during such year, and a statement as to the existence of any default under the provisions of the Resolution.

FMPA will notify the Trustee forthwith of any Event of Default or default in the performance by FMPA of any covenant, agreement or condition of the Resolution. FMPA will file annually with the Trustee a certificate stating whether, to the best of the signer's knowledge and belief, FMPA has complied with its covenants and obligations in the Resolution and whether there is then existing any Event of Default or other event which would become an Event of Default upon lapse of time.

The reports, statements and other documents required to be furnished to the Trustee pursuant to provisions of the Resolution will be available for the inspection of holders of the Bonds at the office of the Trustee and will be mailed to each holder of the Bonds who files a written request therefor with FMPA. FMPA may charge for such reports, statements and other documents a reasonable fee to cover reproduction, handling and postage.

Amendments and Supplemental Resolutions

Any of the provisions of the Resolution may be amended by FMPA by a supplemental resolution upon the consent (a) of the holders of at least a majority in principal amount of the Bonds outstanding at the time such consent is given and (b) if less than all of the several Series of outstanding Bonds are affected of the holders of at least a majority in principal amount of each Series so affected and outstanding. No such amendment may permit a change in the terms of redemption (including Sinking Fund Installments) or maturity of the principal of any outstanding Bond or any installment of interest thereon or make any reduction in principal amount, redemption price or rate of interest without consent of each affected holder, or reduce the percentages of consents required for a further amendment.

Also, to the extent that all or any portion of Bonds or any Series of Bonds are insured by any nationally recognized company engaged in the business of insuring municipal bonds, such insurance company will be deemed to be the holder of Bonds of any Series as to which it is the insurer at all times for the purpose of giving any approval or consent to the execution and delivery of any supplemental resolution or any amendment, change or modification of the Resolution which requires the written approval or consent of the holders of at least a majority in aggregate principal amount of Bonds of such Series at the time Outstanding.

FMPA may adopt (without the consent of any holders of the Bonds) supplemental resolutions to close the Resolution against, or impose limitations upon, issuance of bonds or other evidences of indebtedness; to add to the covenants and agreements of FMPA in the Resolution; to add to the limitations and restrictions contained in the Resolution; to authorize Bonds of a Series; to authorize, in compliance with all applicable law, Bonds of each Series to be issued in the form of coupon bonds registrable as to principal only or in the form of Bonds issued and held in book-entry form on the books of FMPA or any Fiduciary appointed for that purpose by FMPA; to establish for any Series of Bonds a separate subaccount in the Debt Service Reserve Account and make such other amendments to the Resolution necessary or desirable to insure that such Accounts and subaccounts functions in the manner contemplated; to authorize Parity Debt; to authorize Subordinated Debt of a Series; to provide for a Bond Support Facility, Reserve Account Credit Facility, Qualified Swap or other similar arrangement with respect to any Series of Bonds; to reflect the substitution of a new Bond Support Facility or a new Qualified Swap Provider; to confirm any pledge under the Resolution of Revenues or other monies, securities or other funds; to modify any of the provisions of the Resolution provided that such modification is effective only after all Bonds of each Series outstanding at the date of such modification will cease to be outstanding; to add additional Events of Default; to add provisions relating to the application of interest earnings on any Fund or Account under the Resolution required by law to preserve the exemption of interest received on Bonds then Outstanding or to be issued from Federal and/or State income taxation; and to appoint a Trustee. FMPA may adopt (without the consent of any holders of the Bonds but with the consent of the Trustee) supplemental resolutions to cure any ambiguity, supply any omission or cure or correct any defect or inconsistent provision in the Resolution, and to clarify matters or questions arising under the Resolution and not contrary to or inconsistent with the Resolution.

In addition to the purposes described above, FMPA may with the consent of the Trustee but without the consent of Bondholders amend the Resolution to make any amendment or modification which the Trustee, in its sole discretion, determines will not have a material adverse effect on Bondholders.

Notwithstanding anything in the Resolution to the contrary, the consent of the owners of any Series of Bonds to be issued thereunder shall be deemed given if the underwriters or initial purchasers for resale consent in writing to such Supplemental Resolution and the nature of the amendment effected by such Supplemental Resolution is disclosed in the official statement or other offering document pursuant to which such Series of Additional Bonds is offered and sold to the public.

Trustee, Paying Agents

The Resolution requires the appointment by FMPA of one or more Paying Agents (which may include the Trustee). The Trustee may at any time resign on 120 days' written notice to FMPA and may at any time be removed by FMPA with or without cause provided that no Event of Default exists or would exist with notice and/or passage of time. A successor Trustee may be appointed by FMPA, or if FMPA fails to appoint a successor Trustee within 60 days, by the holders of a majority in principal amount of the Bonds then outstanding. Any successor Trustee must be a bank or trust company organized under the laws of any state or a national banking association having capital stock, surplus and undivided earnings aggregating at least \$50,000,000 if there be such an entity willing to accept such appointment.

Exchange, Transfer and Registry

In all cases in which the privilege of transferring or exchanging the Bonds is exercised, FMPA will execute and the Trustee will authenticate and deliver the Bonds in accordance with the provisions of the Resolution. For every such exchange or transfer of the Bonds, FMPA or the Bond Registrar may make a charge sufficient to reimburse it for any tax, fee or other governmental charge required to be paid with respect to such exchange or transfer. Neither FMPA nor the Bond Registrar will be required to transfer or exchange the Bonds for a period of 15 days next preceding an interest payment date or next preceding any selection of the Bonds to be redeemed or thereafter until after the mailing of any notice of redemption.

Defeasance

The pledge of the Trust Estate, and all covenants, agreements and other obligations of FMPA to the holders of the Bonds under the Resolution will cease, terminate and become void and be discharged and satisfied whenever

all Bonds have been paid in full. Bonds will be deemed to have been so paid whenever the following conditions are met: (a) there shall have been deposited with the Trustee either monies in an amount which will be sufficient, or Investment Securities (as defined in the paragraph under the heading "Investments of Certain Funds and Accounts"), the principal of and the interest on which, when due, will provide monies which, together with any monies also deposited with the Trustee, will be sufficient, to pay when due the principal or Redemption Price, if applicable, and interest due or to become due on such Bonds, (b) in the case of Bonds to be redeemed prior to maturity, FMPA has given to the Trustee instructions to mail the notice of redemption therefor, (c) in the event such Bonds are not subject to redemption within the next succeeding 60 days, FMPA has given to the Trustee instructions to mail a notice to the holders of such Bonds that the deposit required by (a) above has been made with the Trustee and that such Bonds are deemed to be paid and stating the maturity or redemption date upon which monies are to be available to pay the principal or redemption price, if applicable, on such Bonds, and (d) all Parity Debt has been repaid in full or payment thereof has been otherwise provided for. The Trustee will, as and to the extent necessary, apply monies held by it as above described to the retirement of said Bonds in amounts equal to the unsatisfied balances of any Sinking Fund Installments with respect to such Bonds, all in the manner provided in the Resolution.

If so directed by FMPA prior to (i) the maturity date of Bonds deemed to have been paid as described in the preceding paragraph which are not to be redeemed prior to their maturity date or (ii) the mailing of the notice referred to in clause (b) above with respect to Bonds deemed to have been paid as described above which are to be redeemed prior to their maturity date, the Trustee is required to apply monies deposited with it in respect of Bonds in accordance with clause (a) above and redeem or sell Investment Securities so deposited with it and apply the proceeds thereof to the purchase of such Bonds and the Bonds so purchased shall be immediately cancelled by the Trustee. No such Bonds shall be purchased unless the monies and the Investment Securities remaining on deposit with the Trustee after such purchase and cancellation would be sufficient to pay when due the Principal Installment or redemption price, if applicable, and interest due, or to become due, on all Bonds in respect to which such monies and Investment Securities are being held by the Trustee. If, at any time prior to the happening of the events described in clauses (i) and (ii) of this paragraph, FMPA shall purchase or otherwise acquire any such Bonds and deliver such Bonds to the Trustee prior to their maturity date or redemption date, as the case may be, the Trustee shall immediately cancel all such Bonds so delivered. In the event that on any interest payment date as a result of any such purchases or deliveries and cancellations of Bonds the total amount of monies and Investment Securities remaining on deposit with the Trustee is in excess of the total amount required to be deposited with the Trustee on such date in respect to the remaining Bonds in order to comply with clause (a) of the first paragraph of this section, the Trustee shall, if requested by FMPA, pay the amount of such excess to FMPA free and clear of the pledge or lien of the Resolution.

For purposes of defeasance, Investment Securities mean (i) only such securities as are described in clause (i), (iv), (vi), (vii) or (viii) of the definition of Investment Securities under the caption "Investment of Certain Funds and Accounts" above which shall not be subject to redemption prior to their maturity other than at the option of the holder thereof; (ii) such securities as are described in clause (ii) of the definition of Investment Securities which shall not be subject to redemption prior to their maturity other than at the option of the Holder thereof or as to which an irrevocable notice of redemption of such securities on a specified redemption date has been given and such securities are not otherwise subject to redemption prior to such specified date other than at the option of the Holder thereof or (iii) upon compliance with the provisions of the following paragraph, securities described in clause (i), (iv), (vi), (vii) or (viii) of the definition of Investment Securities which are subject to redemption prior to maturity at the option of the issuer thereof on a specified date or dates.

Investment Securities described in clause (iii) of the foregoing paragraph may be included in the Investment Securities deposited with the Trustee for purposes of defeasance only if the determination as to whether the monies and Investment Securities to be deposited with the Trustee would be sufficient to pay when due, either at the maturity date thereof or, in the case of any Bonds to be redeemed prior to the maturity date thereof, on the redemption date or dates specified in any notice of redemption to be mailed by the Trustee or in the instructions to mail notice of redemption provided to the Trustee in accordance with the Resolution, the principal and Redemption Price, if applicable, and interest on the Bonds is made both on the assumption that the Investment Securities described in clause (iii) of the foregoing paragraph were not redeemed at the option of the issuer prior to the maturity date thereof and on the assumptions that such Investment Securities would be redeemed by the issuer thereof at its option on each date on which such option could be exercised, that as of such date or dates interest

ceased to accrue on such Investment Securities and that the proceeds of such redemption would not be reinvested by the Trustee.

In the event that Investment Securities described in such clause (iii) are deposited with the Trustee, then any notice of redemption to be mailed by the Trustee and any set of instructions relating to a notice of redemption given to the Trustee may provide, at the option of FMPA, that any redemption date or dates in respect of all or any portion of the Bonds to be redeemed on such date or dates may at the option of FMPA be changed to any other permissible redemption date or dates and that redemption dates may be established for any Bonds deemed to have been paid in accordance with the defeasance provisions of the Resolution upon their maturity date or dates at any time prior to the actual mailing of any applicable notice of redemption in the event that all or any portion of such Investment Securities have been called for redemption or have been redeemed by the issuer thereof prior to the maturity date thereof.

Events of Default and Remedies

Events of Default specified in the Resolution include (i) failure to pay principal or redemption price of any Bond or Parity Reimbursement Obligation when due; (ii) failure to pay any interest installment on any Bond or Parity Reimbursement Obligation or the unsatisfied balance of any Sinking Fund Installment thereon when due; (iii) certain events of bankruptcy or insolvency of FMPA, and (iv) default by FMPA in the performance or observance of any other of the covenants, agreements or conditions on its part contained in the Resolution or in the Bonds, and such default shall continue for a period of 90 days after written notice thereof specifying such default and requiring that it shall have been remedied and stating that such notice is a "Notice of Default" under the Resolution has been given to FMPA by the Trustee or to FMPA and to the Trustee by the Holders of not less than 10% principal amount of the Bonds Outstanding. Upon the happening of any such Event of Default the Trustee or the Holders of not less than 25% in principal amount of the Bonds then outstanding may declare the principal of and any accrued interest on all Bonds then outstanding due and payable immediately (subject to a rescission of such declaration upon the curing of such default before the Bonds have matured).

Upon the occurrence of any Event of Default which has not been remedied, FMPA will, upon demand of the Trustee (a) order all Project Participants to make payments due under the All-Requirements Power Supply Project Contracts directly to the Trustee for deposit in the Revenue Fund, (b) grant to the Trustee all rights and remedies of FMPA in the All-Requirements Power Supply Project Contracts, and (c) pay over or cause to be paid over to the Trustee forthwith, all monies, securities and funds held by FMPA in any Fund under the Resolution and all Revenues which are not paid directly to the Trustee. The Trustee will apply all monies, securities, funds and Revenues received during the continuance of an Event of Default in the following order: (i) to payment of the reasonable and proper fees, charges, expenses and liabilities of the Trustee and Paying Agents, (ii) to the payment of Operation and Maintenance Expenses and for reasonable renewals, repairs and replacements of the System necessary in the Trustee's judgment to prevent loss of Revenues, and (iii) to the payment of interest and principal or redemption price of Bonds or Parity Debt without preference or priority of interest over principal or principal over interest or of any installment of interest over any other installment of interest or of any Bond or Parity Debt over any other Bond or Parity Debt, unless the principal of all Bonds has not become or has not been declared due and payable, in which case first to the payment of interest and second to the payment of principal or redemption price on those Bonds or Parity Debt which have become due and payable in order of their due dates and, if the amount available is not sufficient to pay in full all the amounts due on any date, then to the payment thereof ratably, according to the amounts of interest, principal or redemption price due on such date. In addition, the Trustee will have the right to apply in an appropriate proceeding for appointment of a receiver of the System.

If an Event of Default has occurred and has not been remedied the Trustee may, and on written request of the holders of not less than 25% in principal amount of Bonds outstanding must, proceed to protect and enforce its rights and the rights of the holders of the Bonds under the Resolution forthwith by a suit or suits in equity or at law, whether for the specific performance of any covenant in the Resolution or in aid of the execution of any power granted in the Resolution or for an accounting against FMPA or in the enforcement of any other legal or equitable right, as the Trustee deems most effectual to enforce any of its rights or to perform any of its duties under the Resolution. The Trustee may, and upon the request of the holders of not less than 25% in principal amount of the Bonds then outstanding and upon being furnished with reasonable security and indemnity must, institute and

maintain such suits and proceedings to prevent any impairment of the security under the Resolution or to preserve or protect the interests of the Trustee and of the holders of the Bonds.

No holder of the Bonds will have any right to institute any suit, action or proceeding for the enforcement of any provision of the Resolution or the execution of any trust under the Resolution or for any remedy under the Resolution, unless (a) such holder of the Bonds previously has given the Trustee written notice of an Event of Default, (b) the holders of at least 25% in principal amount of the Bonds then outstanding have filed a written request with the Trustee and have afforded the Trustee a reasonable opportunity to exercise its powers or institute such suit, action or proceeding, (c) there have been offered to the Trustee adequate security and indemnity against its costs, expenses and liabilities to be incurred and (d) the Trustee has refused to comply with such request within 60 days after receipt of such notice, request and offer of indemnity. Nothing in the Resolution or the Bonds affects or impairs FMPA's obligation to pay the Bonds and interest thereon when due or the right of any holder of the Bonds to enforce such payment.

The holders of not less than a majority in principal amount of Bonds then outstanding may direct the time, method and place of conducting any proceeding for any remedy available to the Trustee or of exercising any trust or power conferred upon the Trustee, subject to the Trustee's right to decline to follow such direction upon advice of counsel as to the unlawfulness thereof or upon its good faith determination that such action would involve the Trustee in personal liability and the holders shall not indemnify the Trustee or would be unjustly prejudicial to holders of the Bonds not parties to such direction.

If the Bonds have not yet been accelerated and with the consent of the Insurer, the holders of not less than a majority in principal amount of the Bonds at the time outstanding may, on behalf of the holders of all the Bonds, waive any past default under the Resolution and its consequences, except a default in the payment of interest on or principal of, or premium, if any, on the Bonds.

Notice of Default

Notice of the occurrence of any Event of Default will be promptly mailed to each registered owner of Bonds then outstanding at his address appearing in the registry books of FMPA.

Additional Provisions Relating to the Offered Securities – Tax Covenants Relating to the Offered Securities

FMPA covenants that, in order to maintain the exclusion from gross income for Federal income tax purposes of the interest on the Offered Securities, FMPA will satisfy, or take such actions as are necessary to cause to be satisfied, each provision of the Code necessary to maintain such exclusion. In furtherance of this covenant, FMPA agrees to comply with such written instructions as may be provided by Bond Counsel. In furtherance of the covenant contained in the preceding sentence, FMPA agrees to continually comply with the provisions of the "Tax Certificate as to Arbitrage and the Provisions of Sections 141-150 of the Internal Revenue Code of 1986" to be executed by FMPA in connection with the execution and delivery of the Offered Securities, as amended from time to time.

The Supplemental Resolution also contains provisions and restrictions with respect to defeasance which are related to the Code.

SUMMARY OF CERTAIN PROVISIONS OF THE ALL-REQUIREMENTS POWER SUPPLY PROJECT CONTRACTS

Term

Unless otherwise described in this Official Statement, the All-Requirements Power Supply Contracts shall remain in effect until October 1, 2049, and are thereafter subject to an automatic extension of one additional year each October 1. Each year the Power Supply Contract is automatically extended for one additional year so that it

will always have a term of at least 30 years unless a Project Participant affirmatively elects, upon one year's prior notice, not to extend the Power Supply Contract. See also "Withdrawal by Participant" below.

Sale and Purchase

FMPA agrees to sell and deliver to the Project Participant, and the Project Participant agrees to purchase and receive from FMPA, all electric capacity and energy (including any associated transmission and dispatching services) which the Project Participant shall require for the operation of its municipal electric system over and above the Project Participant's Excluded Power Supply Resources, if any, specified in the All-Requirements Power Supply Project Contract and over and above Backup and Support Services (the "All-Requirements Services").

However, on any January 1, upon at least five years prior written notice to FMPA, the Project Participant may limit the maximum amount of electric capacity and energy required to be sold and delivered by FMPA and purchased and received by the Project Participant as All-Requirements Services for the remainder of the term of the contract so as not to exceed the CROD determined as follows: the "Contract Rate of Delivery" shall be the peak demand of the Project Participant for electric capacity and energy as All-Requirements Services under the All-Requirements Power Supply Project Contract during the 12 months preceding the date one month prior to the date such limitation shall commence, as determined by FMPA, adjusted up or down by not more than 15% so as to provide optimal utilization of the FMPA power supply resources, such adjustment to be made by FMPA in its sole discretion. Such CROD shall be reduced by FMPA by the total of the Project Participant's then current Capacity Credit Resources, and Partial Requirements Purchase Contract and any power supply resources the Project Participant is obligated to purchase from other FMPA power supply projects, if any, as defined and determined pursuant to the Project Participant's Capacity and Energy Sales Contract, if applicable. However, such reduction of the CROD shall not result in a negative amount of the CROD. Additionally, the Project Participant may not make such a reduction in the CROD more than once during the term of the Contract.

Payments by Each Participant

Each Project Participant is required to pay for all electric capacity and energy furnished pursuant to its All-Requirements Power Supply Project Contract at its point or points of delivery according to rates to be established by FMPA. The rates of FMPA are to be reviewed at least once a year and, if necessary, revised so as to provide revenues sufficient to meet the estimated "Revenue Requirements" of FMPA. The term Revenue Requirements is defined to include generally all costs and expenses paid or incurred or to be paid or incurred by FMPA resulting from the ownership, operation, maintenance, termination, retirement from service and decommissioning of, and repairs, renewals, replacements, additions, improvements, betterments and modifications to, the System or otherwise relating to the acquisition and sale of electric capacity and energy and dispatching and transmission services, providing Back-up and Support Services and the performance by FMPA of its obligations under the All-Requirements Power Supply Project Contracts. The term Revenue Requirements includes, without limitation, all debt service on Bonds issued by FMPA to finance its system and, all amounts required, under the Resolution, to be deposited in funds, including the Operation and Maintenance Fund established thereunder. FMPA is also required to bill each Project Participant monthly on a prompt and timely basis in accordance with a schedule to be determined by FMPA.

If a Project Participant fails to take power made available by FMPA which it is required to take under its All-Requirements Power Supply Project Contract, it will be obligated to pay the Agency for such availability an amount equal to the product of the demand charge in FMPA's rate schedule and the billing demand computed on the basis of the kilowatts that would otherwise have been taken from FMPA.

Payments by each Participant under its All-Requirements Power Supply Project Contract shall be treated as an operating expense from the revenues of its electric utility system (or, if the electric utility system is part of an integrated utility system, from the revenues of such larger system), and from other funds of such system legally available therefor. The obligation of each Project Participant to make such payments is not a general obligation and each Project Participant is not required to make such payments from any funds other than those of its electric utility system or integrated utility system of the Project Participant of which the electric utility system is part, and from other funds of such system legally available therefor.

The obligations of each Project Participant to make payments under the rate schedule shall not be subject to any reduction, whether by offset, counterclaim, recoupment or otherwise, and shall not be otherwise conditioned upon the performance by FMPA under the All-Requirements Power Supply Project Contract or any other agreement.

Rate Covenant

Each Project Participant agrees to establish, levy and collect rents, rates and other charges for all products and services provided by its electric or integrated utility system which rents, rates, and other charges shall be at least sufficient (i) to meet the operation and maintenance expenses of such electric or integrated utility system, (ii) to comply with all covenants pertaining thereto contained in, and all other provisions of, any resolution, trust indenture, or other security agreement relating to any bonds or other evidences of indebtedness issued or to be issued by the Project Participant, (iii) to generate funds sufficient to fulfill the terms of all other contracts and agreements made by the Project Participant, including, without limitation, its All-Requirements Power Supply Project Contract, and (iv) to pay all other amounts payable from or constituting a lien or charge on the revenues of its electric or integrated utility system.

Restrictions on Disposition of Electrical System, Sales for Resale

Each Project Participant has agreed that it will not sell, lease, abandon or otherwise dispose of all or substantially all of its electric or integrated utility system except on 90 days' prior written notice to FMPA and, in any event, shall not so sell, lease, abandon or otherwise dispose of the same unless the following conditions are met: (i) the Project Participant shall assign the All-Requirements Power Supply Project Contract and its rights and interest thereunder to the purchaser or lessee of the electric system and such purchaser or lessee shall assume all obligations of the Project Participant under the All-Requirements Power Supply Project Contract; (ii) FMPA shall be permitted by then applicable law to sell electric capacity and energy to said purchaser or lessee, if any; and (iii) FMPA shall by appropriate action determine, in its sole discretion, that such sale, lease, abandonment or other disposition will not adversely affect FMPA's ability to meet its obligations under the All-Requirements Power Supply Project Contract or any contract, agreement or arrangement to which FMPA is a party as either principal or agent pursuant to which FMPA satisfies all or any part of its obligations to provide electric capacity and energy and dispatching and transmission services under the All-Requirements Power Supply Project Contract or the All-Requirements Power Supply Project Contracts with the other Project Participants, and will not adversely affect the value of the All-Requirements Power Supply Project Contract as security for the payment of Bonds and interest thereon or adversely affect the eligibility of interest on Bonds then outstanding or which could be issued in the future for federal or State of Florida tax-exempt status.

A Project Participant may sell at wholesale any of the electric capacity and energy delivered to it pursuant to the All-Requirements Power Supply Project Contract to any customer of the Project Participant or any other entity for resale by that customer or entity, provided that it has first given FMPA five years' written notice of its intent to sell such electric capacity and energy and at the time of such notice provided FMPA with projected data regarding any such sales anticipated for the ensuing five year period. FMPA, after receipt of such notice, shall have 180 days in which to impose limits on the amount of electric capacity and energy to be sold or to veto such sale if the sale will jeopardize FMPA's availability of resources to serve its Project Participants, increase the cost of electric capacity and energy to FMPA, or violate the covenant of the Project Participant that it shall not use or permit to be used any of the electric capacity and energy acquired under the All-Requirements Power Supply Project Contract in any manner or for any purpose or take any other action or omit to take any action which would result in the loss of the federal or State of Florida tax-exempt status of the interest on any Bond or Bonds issued by FMPA or which could be issued by FMPA in the future.

Authorization and Approval of Additional Projects for the System

FMPA is authorized by the Project Participants to undertake projects to be included in the System as part of the All-Requirements Power Supply Project from time to time which are necessary or desirable to enable FMPA to fulfill satisfactorily its obligations to use its best efforts to supply electric capacity and energy to the Project Participants pursuant to the All-Requirements Power Supply Project Contracts and which projects, to the extent required by the next paragraph, have been approved by the Executive Committee and the Project Participants

pursuant to the terms of the next paragraph and to issue Bonds for the purpose of paying all or any part of the costs of any of the projects or for any other purposes authorized by the laws of the State of Florida relating to the System.

The participation of FMPA in any project for the construction, acquisition, purchase, lease or other use of any generation, dispatching, load management or transmission resources, output or services that is to be included in the System requiring the issuance of Bonds by FMPA or assumption or guaranty by FMPA of other obligations or requiring the execution by FMPA of any power supply contract or agreement (other than interchange agreements with other utilities) with a basic term of more than seven (7) years must be approved by (a) a majority affirmative vote of all of the Project Participants, with each Project Participant entitled to cast one vote, and if so approved, (b) the Executive Committee, to the extent and in a manner provided by the laws of the State of Florida, the Interlocal Agreement, the By-Laws of FMPA and/or the Resolution.

Withdrawal by Participant

A Participant may, but only upon satisfaction of certain conditions, terminate its Power Supply Contract and withdraw from the All-Requirements Power Supply Project by notifying FMPA and all other Participants in writing of its intention to do so at least three years prior to the intended Withdrawal Date (which date must be a September 30). Any such notice shall be irrevocable.

The Project Participant shall, on the anticipated Withdrawal Date, pay to FMPA an amount in cash equal to:

1. the amount necessary to call (including payment of any required call premiums and interest to the call date or dates), on the first permissible call date or dates, a percentage of FMPA's then outstanding Bonds (other than Bonds issued to finance additions to the System which FMPA committed to after the receipt of the Project Participant's withdrawal notice) equal to the greater of the Project Participant's share of the All-Requirements Power Supply Project's total electric load on the date of receipt of the withdrawal notice or such share on the Withdrawal Date. Such amount shall be calculated on the assumption that the Bonds to be called will be the applicable percentage of each Series of such Bonds and of each maturity within each such Series. Unless all or any portion of such cash is needed at any time to cure any deficiency in any fund or account under the Resolution, FMPA will deposit such amount in a separate account in the General Reserve Fund and will retain such amount in such account pending its application to redeem Bonds, to purchase Bonds in the open market, or to pay other capital costs of the All-Requirements Power Supply Project; pending the decision as to such application, such cash may be invested only in securities which could be deposited in an escrow fund to defease Bonds under the Resolution; and

2. an amount equal to the present value on the Withdrawal Date, calculated at the rate of 6% per annum, of all of the additional costs reasonably incurred, paid or reasonably anticipated to be incurred or paid, or reasonably projected to be incurred by FMPA (as determined by FMPA in its sole discretion) as a result of the withdrawal of the Project Participant, over the term specified in such Project Participant's All-Requirements Power Supply Project Contract (as determined on the anticipated Withdrawal Date). Such costs shall be determined on the assumption that, during the remaining term of such Project Participant's All-Requirements Power Supply Project Contract, FMPA was unable to make use of or sell any generating, transmission or other resources (or portions thereof) which FMPA had anticipated would be used to supply, or had acquired with the intention of supplying, all or any portion of the withdrawing Project Participant's electric load. Such amount shall, unless all or any portion thereof is required at any time to be used to cure any deficiency in any fund or account under the Resolution, be deposited into and retained in a separate account in the General Reserve Fund to be applied to pay any such costs actually incurred and/or to make any payments required to be made to such withdrawing Project Participant described below.

If and to the extent that any amounts received by FMPA pursuant to either clause 1 or clause 2 described above are applied to cure any deficiency in any fund or account under the Resolution, FMPA shall be required to restore to the separate account under clause 1 or clause 2 the amount so applied from the Revenues (as defined in the Resolution) of the All-Requirements Power Supply Project, and FMPA shall treat such obligation to restore as an expense of the All-Requirements Power Supply Project in determining Revenue Requirements. In addition, at the end of each fiscal year of the All-Requirements Power Supply Project, FMPA may, in its sole discretion, remove from either the separate account provided for payments received under clause 1 described above or the account

provided for payments received under clause 2 described above, or both, such amounts determined by FMPA to be in excess of the amounts needed to make the payments anticipated to be made from such accounts and deposit such excess amounts in the General Reserve Fund itself.

In addition to the cash payments described above, any such withdrawal is subject to the receipt of the following approval, confirmation and opinion. If FMPA has Bonds outstanding which are secured by some form of credit support, any required approvals of the provider thereof shall have been obtained within six months of receipt of notice of withdrawal. If FMPA has any Bonds outstanding which are not so secured and which are rated by a national rating agency, the rating in effect prior to the delivery to FMPA of notice of such withdrawal must be confirmed by the rating agency within six months of such notice of withdrawal. FMPA must receive an opinion of Bond Counsel which determines that such withdrawal does not adversely affect the federal and/or State of Florida tax-exempt status on any Bonds then outstanding or which FMPA may issue in the future. If such withdrawal would require FMPA to obtain a "cap" allocation to issue any future Bonds, such requirement shall be treated as adversely affecting the federal and/or State of Florida tax-exempt status of Bonds or future bonds.

Within 180 days after the first anniversary of such withdrawal and annually thereafter for the specified term of the withdrawing Project Participant's All-Requirements Power Supply Project Contract (as such term is determined on the Withdrawal Date), FMPA will pay to the withdrawing Project Participant an amount equal to the additional benefits actually received by FMPA during the preceding year as a result of such withdrawal as calculated by FMPA in its sole discretion. The net amount of payments to the withdrawing Project Participant may not exceed 90% of the payment to FMPA by the Project Participant as described in clause 2 above. To the extent that the amounts remaining on deposit in the separate account described in clause 2 above are, or are anticipated to be, insufficient to make any payment described in this paragraph, the amount required to make such payment shall be treated as an expense of the All-Requirements Power Supply Project to be recovered as a Revenue Requirement.

If all of the foregoing conditions have not been satisfied on the anticipated Withdrawal Date, the Project Participant shall continue as a Project Participant in the All-Requirements Power Supply Project. In such event, the Project Participant shall pay all costs incurred by FMPA as a result of the Project Participant's anticipated withdrawal and subsequent continuance in the All-Requirements Power Supply Project, and FMPA shall have no obligation to make any payments to the Project Participant described in the preceding paragraph.

APPENDIX E

PROPOSED FORM OF OPINION OF BOND COUNSEL

Upon delivery of the Offered Securities in definitive form, Nixon Peabody LLP, New York, New York, Bond Counsel to FMPA, proposes to render its final approving opinion in substantially the following form:

[Date of Closing]

Executive Committee
Florida Municipal Power Agency
8553 Commodity Circle
Orlando, Florida 32819

Ladies and Gentlemen:

We have examined a record of proceedings relating to the issuance of the \$_____ aggregate principal amount of All-Requirements Power Supply Project Refunding Revenue Bonds, Series 2019A (the “2019A Bonds”), \$_____ aggregate principal amount of All-Requirements Power Supply Project Refunding Revenue Bonds, Series 2019B (Federally Taxable) (the “2019B Bonds” and, collectively with the 2019A Bonds, the “Offered Securities”) of Florida Municipal Power Agency (“FMPA”), a governmental legal entity of the State of Florida, organized and existing under Section 163.01 and Chapter 36I, Part II, of the Florida Statutes, as amended (collectively, the “Act”).

The Offered Securities are issued under and pursuant to the Constitution and Statutes of the State of Florida, and particularly Chapter 166, Part II, Florida Statutes, as amended, and under and pursuant to a resolution of FMPA adopted on March 22, 1985 entitled “All-Requirements Power Supply Project Revenue Bond Resolution”, as amended and restated in its entirety on May 23, 2003, as supplemented and amended to the date hereof, including as supplemented and amended by the Supplemental and Amendatory All-Requirements Power Supply Project Revenue Bond Resolution (Governance Amendments) adopted May 24, 2007 and as supplemented by the Series 2019A Supplemental All-Requirements Power Supply Project Revenue Bond Resolution (Fixed Rate Bonds) authorizing the 2019A Bonds and the Series 2019B Supplemental All-Requirements Power Supply Project Revenue Bond Resolution (Fixed Rate Bonds) authorizing the 2019B Bonds, each adopted on [____], 2019 (such All-Requirements Power Supply Project Revenue Bond Resolution as so supplemented and amended being herein called the “Resolution”).

The Offered Securities are numbered from one (1) consecutively upward and have the numbers and letters 19AR- prefixed to their numbers in the case of the 2019A Bonds and the numbers and letters 19BR- prefixed to their numbers in the case of the 2019B Bonds. The Offered Securities are dated their date of delivery, and, except as otherwise provided in the Resolution, bear interest from such date or the most recent payment date to which interest has been paid or duly provided for. Interest on the Offered Securities is payable on each April 1 and October 1, commencing April 1, 2020. The Offered Securities will mature on the dates and in the principal amounts, and will bear interest at the respective rates per annum, shown or described in the Official Statement relating to the Offered Securities. The Offered Securities are not subject to redemption prior to maturity.

The Offered Securities are issuable in the form of fully registered bonds in the denomination of \$5,000 or any integral multiple of \$5,000 in excess thereof. The Offered Securities are exchangeable as provided in the Resolution.

FMPA reserves the right to issue Additional Bonds and Refunding Bonds on the terms and conditions and for the purposes stated in the Resolution. Under the provisions of the Resolution, such Additional Bonds will rank equally as to security and payment with the Offered Securities and with FMPA’s currently Outstanding All-Requirements Power Supply Project Revenue Bonds.

All terms defined in the Resolution and used herein shall have the meanings assigned in the Resolution, except where the context hereof otherwise requires.

FMPA has entered into separate All-Requirements Power Supply Project Contracts with [fourteen] Florida entities (the "Participants") (as amended and supplemented from time to time, the "Power Supply Contracts"), pursuant to which FMPA will sell and deliver to each Participant, and each Participant agrees to purchase and receive from FMPA, all electric capacity and energy (including any associated transmission and dispatching services) which such Participant shall require for the operation of its municipal electric system over and above the Excluded Power Supply Resources (as defined in the Power Supply Contracts) or, if a Participant has so elected, electric capacity and energy at a CROD (as defined in the Power Supply Contracts). The payments by each Participant under its Power Supply Contract shall be treated as an operating expense payable from the revenues of its electric utility system (or, if the electric utility system is part of an integrated utility system, from the revenues of such larger system) and from other funds of such system legally available therefor. The obligation of each Participant to make such payments is not a general obligation, and each Participant is not required to make such payments from any funds other than those of its electric utility system, or integrated utility system of the Participant of which the electric utility system is part, and from other funds of such system legally available therefor.

We have also examined one of said 2019A Bonds and one of said 2019B Bonds, as executed and, in our opinion, the form of said 2019A Bond and the form of said 2019B Bond are each regular and proper.

We are of the opinion that:

1. FMPA is a governmental legal entity duly created and validly existing under the provisions of the Act.

2. FMPA has the right and power under the Act to adopt the Resolution, and the Resolution has been duly and lawfully adopted by FMPA, is in full force and effect, is valid and binding upon FMPA and is enforceable in accordance with its terms, and no other authorization for the Resolution is required. The Resolution creates the valid pledge which it purports to create for the benefit of the holders of the Offered Securities of (i) the proceeds of the sale of Bonds (ii) all right, title and interest of FMPA in, to and under the Power Supply Contracts, (iii) the Revenues (as defined in the Resolution), and (iv) all Funds, established by the Resolution (other than the Decommissioning Fund, if established) including the investment income, if any, thereon, subject only to the provisions of the Resolution permitting the application thereof for the purposes and on the terms and conditions set forth in the Resolution.

3. FMPA is duly authorized and entitled to issue the Offered Securities, and the Offered Securities have been duly and validly authorized and issued by FMPA in accordance with the Constitution and Statutes of the State of Florida, and particularly Chapter 166, Part II, Florida Statutes, as amended, and the Resolution, and constitute the valid and binding obligations of FMPA as provided in the Resolution, enforceable in accordance with their terms and the terms of the Resolution and entitled to the benefits of the Act and the Resolution. The Offered Securities are special obligations of FMPA payable solely out of the Revenues and other funds pledged thereto under the Resolution, and neither the State of Florida nor any political subdivision thereof, nor any city or other entity which is a member of FMPA, other than FMPA, is obligated to pay the principal of and premium, if any, and interest on the Offered Securities, and neither the faith and credit nor the taxing power of the State of Florida or any political subdivision thereof or any such city or other entity is pledged to the payment of the principal of and premium, if any, or interest on the Offered Securities. Under the Resolution, FMPA may issue additional Bonds and may incur additional obligations constituting Parity Debt on parity with the Bonds.

4. FMPA has the right and power to enter into and carry out its obligations under each Power Supply Contract, and each Power Supply Contract has been duly authorized, executed and delivered by FMPA and, assuming due authorization, execution and delivery by each respective Participant, constitutes a valid and binding agreement of FMPA in accordance with its terms.

5. The Refunded Bonds have been paid within the meaning and with the effect expressed in the Resolution, and the covenants, agreements and obligations of FMPA to the holders of the Refunded Bonds have been discharged and satisfied.

6. Under the Constitution and general laws of the State of Florida, the Power Supply Contracts of the respective Participants constitute the valid and binding agreements of the respective Participants, enforceable in accordance with their respective terms. In rendering the foregoing opinion, we have made no investigation of, and do not express any opinion with respect to, the following as they may relate to the valid and binding nature of such Power Supply Contracts: (i) the legal existence or formation of any Participant or the incumbency of any official or officer thereof, (ii) the charter, bylaws or other governing instruments of any Participant, (iii) any local or special acts or any ordinance, resolution or other proceedings of any Participant, including, without limitation, any proceedings relating to the negotiation or authorization of any such Power Supply Contract or the execution, delivery or performance thereof, (iv) any bond resolution, indenture, contract, debt instrument, agreement or other instrument (other than such Power Supply Contracts) or any governmental order, regulation or rule of or applicable to any Participant, (v) any judicial order, judgment or decree in a proceeding to which any Participant is a party, or (vi) any approval, consent, filing, registration or authorization by or with any regulatory authority or other governmental or public agency, authority or person which may be or has been required for the authorization, execution, delivery or performance by any Participant of its Power Supply Contract. FMPA has received opinions, independent from this opinion, with respect to, among other things, the validity and enforceability of the Power Supply Contracts with the Participants rendered by legal counsel to the respective Participants.

7. The Internal Revenue Code of 1986, as amended (the “Code”), sets forth certain requirements which must be met subsequent to the issuance and delivery of the 2019A Bonds for interest thereon to be and remain excluded from gross income for Federal income tax purposes. Noncompliance with such requirements could cause the interest on the 2019A Bonds to be included in gross income for Federal income tax purposes retroactive to the date of issue of the 2019A Bonds. Pursuant to the Resolution, FMPA has covenanted to comply with applicable requirements of the Code in order to maintain the exclusion from gross income of the interest on the 2019A Bonds pursuant to Section 103(a) of the Code, and in furtherance thereof, to comply with the tax certificate executed by FMPA in connection with the issuance and delivery of the 2019A Bonds. In addition, FMPA has made certain factual representations and certifications of expectations as to tax matters, contained in that tax certificate. We have not independently verified the accuracy of those certifications and representations. Under existing law, and assuming compliance with the tax covenants described herein and the accuracy of the aforementioned representations and certifications, interest on the 2019A Bonds is excluded from gross income for Federal income tax purposes under Section 103 of the Code. We are also of the opinion that such interest is not treated as a preference item in calculating the alternative minimum tax imposed under the Code.

8. The excess of the principal amount of a maturity of the 2019A Bonds over the price at which price a substantial amount of such maturity of the 2019A Bonds was sold to the public (excluding bond houses, brokers or similar persons or organizations acting in the capacity of underwriters or wholesalers) (each, a “Discount Bond” and collectively the “Discount Bonds”) constitutes original issue discount which is excluded from gross income for federal income tax purposes to the same extent as interest on the 2019A Bonds. Further, such original issue discount accrues actuarially on a constant interest rate basis over the term of each Discount Bond and the basis of each Discount Bond acquired at such initial offering price by an initial purchaser thereof will be increased by the amount of such accrued original issue discount. The accrual of original issue discount may be taken into account as an increase in the amount of tax-exempt income for purposes of determining various other tax consequences of owning the Discount Bonds, even though there will not be a corresponding cash payment.

9. We note that interest on the 2019B Bonds is not excluded from gross income for federal income tax purposes and so will be fully subject to federal income taxation; this opinion is not intended or provided by Bond Counsel to be used and cannot be used by an owner of the 2019B Bonds for the purpose of avoiding penalties that may be imposed on the owner of such 2019B Bonds. The opinion set forth in this paragraph is provided to support the promotion or marketing of the 2019B Bonds. Each owner of the 2019B Bonds should seek advice based on its particular circumstances from an independent tax advisor.

Except as stated in the preceding paragraphs (7), (8) and (9), we express no opinion as to any other Federal, state or local tax consequences of the ownership or disposition of the Offered Securities. Furthermore, we express no opinion as to any Federal, state or local tax law consequences with respect to the Offered Securities, or the interest thereon, if any action is taken or not taken with respect to the Offered Securities or the proceeds thereof upon the advice or approval of other bond counsel.

The opinions set forth above are subject to the effect of, and restrictions and limitations imposed by or resulting from, bankruptcy, insolvency, debt adjustment, moratorium, reorganization or other similar laws affecting creditors' rights and judicial discretion and the valid exercise of the sovereign police powers of the State of Florida and of the constitutional power of the United States of America.

By use of the word "enforceable" in this opinion, we are not rendering any opinion as to the availability of the remedy of specific performance or other equitable relief.

Very truly yours,

APPENDIX F

BOOK-ENTRY-ONLY SYSTEM

The Depository Trust Company (“DTC”), New York, NY, will act as securities depository for the Offered Securities. The Offered Securities will be issued as fully-registered securities registered in the name of Cede & Co. (DTC’s partnership nominee) or such other name as may be requested by an authorized representative of DTC. One fully-registered Offered Security certificate will be issued for each Series and maturity of the Offered Securities, in the aggregate principal amount of such Series and maturity, and will be deposited with DTC.

DTC, the world’s largest securities depository, is a limited-purpose trust company organized under the New York Banking Law, a “banking organization” within the meaning of the New York Banking Law, a member of the Federal Reserve System, a “clearing corporation” within the meaning of the New York Uniform Commercial Code, and a “clearing agency” registered pursuant to the provisions of Section 17A of the Securities Exchange Act of 1934. DTC holds and provides asset servicing for over 3.5 million issues of U.S. and non-U.S. equity issues, corporate and municipal debt issues, and money market instruments (from over 100 countries) that DTC’s participants (“Direct Participants”) deposit with DTC. DTC also facilitates the post-trade settlement among Direct Participants of sales and other securities transactions in deposited securities, through electronic computerized book-entry transfers and pledges between Direct Participants’ accounts. This eliminates the need for physical movement of securities certificates. Direct Participants include both U.S. and non-U.S. securities brokers and dealers, banks, trust companies, clearing corporations, and certain other organizations. DTC is a wholly-owned subsidiary of The Depository Trust & Clearing Corporation (“DTCC”). DTCC is the holding company for DTC, National Securities Clearing Corporation and Fixed Income Clearing Corporation, all of which are registered clearing agencies. DTCC is owned by the users of its regulated subsidiaries. Access to the DTC system is also available to others such as both U.S. and non-U.S. securities brokers and dealers, banks, trust companies, and clearing corporations that clear through or maintain a custodial relationship with a Direct Participant, either directly or indirectly (“Indirect Participants”). DTC has a Standard & Poor’s rating of AA+. The DTC Rules applicable to its Participants are on file with the Securities and Exchange Commission. More information about DTC can be found at www.dtcc.com.

Purchases of Offered Securities under the DTC system must be made by or through Direct Participants, which will receive a credit for the Offered Securities on DTC’s records. The ownership interest of each actual purchaser of each Offered Security (“Beneficial Owner”) is in turn to be recorded on the Direct and Indirect Participants’ records. Beneficial Owners will not receive written confirmation from DTC of their purchase. Beneficial Owners are, however, expected to receive written confirmations providing details of the transaction, as well as periodic statements of their holdings, from the Direct or Indirect Participant through which the Beneficial Owner entered into the transaction. Transfers of ownership interests in the Offered Securities are to be accomplished by entries made on the books of Direct and Indirect Participants acting on behalf of Beneficial Owners. Beneficial Owners will not receive certificates representing their ownership interests in Offered Securities, except in the event that use of the book-entry system for the Offered Securities is discontinued.

To facilitate subsequent transfers, all Offered Securities deposited by Direct Participants with DTC are registered in the name of DTC’s partnership nominee, Cede & Co., or such other name as may be requested by an authorized representative of DTC. The deposit of Offered Securities with DTC and their registration in the name of Cede & Co. or such other DTC nominee do not effect any change in beneficial ownership. DTC has no knowledge of the actual Beneficial Owners of the Offered Securities; DTC’s records reflect only the identity of the Direct Participants to whose accounts such Offered Securities are credited, which may or may not be the Beneficial Owners. The Direct and Indirect Participants will remain responsible for keeping account of their holdings on behalf of their customers.

Conveyance of notices and other communications by DTC to Direct Participants, by Direct Participants to Indirect Participants, and by Direct Participants and Indirect Participants to Beneficial Owners will be governed by arrangements among them, subject to any statutory or regulatory requirements as may be in effect from time to time. BENEFICIAL OWNERS OF OFFERED SECURITIES MAY WISH TO TAKE CERTAIN STEPS TO AUGMENT THE TRANSMISSION TO THEM OF NOTICES OF SIGNIFICANT EVENTS WITH RESPECT TO THE OFFERED SECURITIES, SUCH AS REDEMPTIONS, TENDERS, DEFAULTS, AND PROPOSED AMENDMENTS TO THE SECURITY DOCUMENTS. FOR EXAMPLE, BENEFICIAL OWNERS OF

OFFERED SECURITIES MAY WISH TO ASCERTAIN THAT THE NOMINEE HOLDING THE OFFERED SECURITIES FOR THEIR BENEFIT HAS AGREED TO OBTAIN AND TRANSMIT NOTICES TO BENEFICIAL OWNERS. IN THE ALTERNATIVE, BENEFICIAL OWNERS MAY WISH TO PROVIDE THEIR NAMES AND ADDRESSES TO THE REGISTRAR AND REQUEST THAT COPIES OF NOTICES BE PROVIDED DIRECTLY TO THEM.

Redemption notices shall be sent to DTC. If less than all of the Offered Securities within an issue are being redeemed, DTC's practice is to determine by lot the amount of the interest of each Direct Participant in such issue to be redeemed.

Neither DTC nor Cede & Co. (nor any other DTC nominee) will consent or vote with respect to Offered Securities unless authorized by a Direct Participant in accordance with DTC's MMI Procedures. Under its usual procedures, DTC mails an Omnibus Proxy to FMPA as soon as possible after the record date. The Omnibus Proxy assigns Cede & Co.'s consenting or voting rights to those Direct Participants to whose accounts Offered Securities are credited on the record date (identified in a listing attached to the Omnibus Proxy).

Redemption proceeds, distributions, and dividend payments on the Offered Securities will be made to Cede & Co., or such other nominee as may be requested by an authorized representative of DTC. DTC's practice is to credit Direct Participants' accounts upon DTC's receipt of funds and corresponding detail information from FMPA or its agent, on payable date in accordance with their respective holdings shown on DTC's records. Payments by Participants to Beneficial Owners will be governed by standing instructions and customary practices, as is the case with securities held for the accounts of customers in bearer form or registered in "street name," and will be the responsibility of such Participant and not of DTC, the Trustee, or FMPA, subject to any statutory or regulatory requirements as may be in effect from time to time. Payment of redemption proceeds, distributions, and dividend payments to Cede & Co. (or such other nominee as may be requested by an authorized representative of DTC) is the responsibility of FMPA or the Trustee, disbursement of such payments to Direct Participants will be the responsibility of DTC, and disbursement of such payments to the Beneficial Owners will be the responsibility of Direct and Indirect Participants.

A Beneficial Owner shall give notice to elect to have its Offered Securities purchased or tendered, through its Participant, to Tender Agent, and shall effect delivery of such Offered Securities by causing the Direct Participant to transfer the Participant's interest in the Offered Securities, on DTC's records, to Tender Agent. The requirement for physical delivery of Offered Securities in connection with an optional tender or a mandatory purchase will be deemed satisfied when the ownership rights in the Offered Securities are transferred by Direct Participants on DTC's records and followed by a book-entry credit of tendered Offered Securities to Tender Agent's DTC account.

DTC may discontinue providing its services as depository with respect to the Offered Securities at any time by giving reasonable notice to FMPA or the Trustee. Under such circumstances, in the event that a successor depository is not obtained, Offered Security certificates are required to be printed and delivered.

FMPA may decide to discontinue use of the system of book-entry-only transfers through DTC (or a successor securities depository). In that event, Offered Security certificates will be printed and delivered to DTC.

NEITHER FMPA NOR THE TRUSTEE NOR THE UNDERWRITER (OTHER THAN IN ITS CAPACITY, IF ANY, AS A DIRECT PARTICIPANT OR AN INDIRECT PARTICIPANT) WILL HAVE ANY OBLIGATION TO THE DIRECT PARTICIPANTS OR THE INDIRECT PARTICIPANTS OR THE PERSONS FOR WHOM THEY ACT AS NOMINEES WITH RESPECT TO DTC'S PROCEDURES OR ANY PROCEDURES OR ARRANGEMENTS BETWEEN DIRECT PARTICIPANTS, INDIRECT PARTICIPANTS AND THE PERSONS FOR WHOM THEY ACT RELATING TO THE MAKING OF ANY DEMAND BY CEDE & CO. AS THE REGISTERED OWNER OF OFFERED SECURITIES, THE ADHERENCE TO SUCH PROCEDURES OR ARRANGEMENTS OR THE EFFECTIVENESS OF ANY ACTION TAKEN PURSUANT TO SUCH PROCEDURES OR ARRANGEMENTS.

THE ABOVE INFORMATION CONCERNING DTC AND DTC'S BOOK-ENTRY SYSTEM HAS BEEN OBTAINED FROM SOURCES THAT FMPA BELIEVES TO BE RELIABLE, BUT FMPA TAKES NO RESPONSIBILITY FOR THE ACCURACY THEREOF. NEITHER FMPA NOR THE TRUSTEE WILL HAVE

ANY RESPONSIBILITY OR OBLIGATION TO PARTICIPANTS, BENEFICIAL OWNERS OR OTHER NOMINEES OF SUCH BENEFICIAL OWNERS FOR (1) SENDING TRANSACTION STATEMENTS; (2) MAINTAINING, SUPERVISING OR REVIEWING, OR THE ACCURACY OF, ANY RECORDS MAINTAINED BY DTC OR ANY PARTICIPANT OR OTHER NOMINEES OF SUCH BENEFICIAL OWNERS; (3) PAYMENT OR THE TIMELINESS OF PAYMENT BY DTC TO ANY PARTICIPANT, OR BY ANY PARTICIPANT OR OTHER NOMINEES OF BENEFICIAL OWNERS TO ANY BENEFICIAL OWNER, OF ANY AMOUNT DUE IN RESPECT OF THE PRINCIPAL OF OR REDEMPTION PREMIUM, IF ANY, INTEREST OR PURCHASE PRICE ON OFFERED SECURITIES; (4) DELIVERY OR TIMELY DELIVERY BY DTC TO ANY PARTICIPANT, OR BY ANY PARTICIPANT OR OTHER NOMINEES OF BENEFICIAL OWNERS TO ANY BENEFICIAL OWNERS, OF ANY NOTICE (INCLUDING NOTICE OF REDEMPTION) OR OTHER COMMUNICATION WHICH IS REQUIRED OR PERMITTED UNDER THE TERMS OF THE RESOLUTION TO BE GIVEN TO HOLDERS OR OWNERS OF OFFERED SECURITIES; (5) THE SELECTION OF THE BENEFICIAL OWNERS TO RECEIVE PAYMENT IN THE EVENT OF ANY PARTIAL REDEMPTION OF OFFERED SECURITIES; OR (6) ANY ACTION TAKEN BY DTC OR ITS NOMINEE AS THE REGISTERED OWNER OF OFFERED SECURITIES.

So long as Cede & Co. is the registered owner of Offered Securities, as nominee for DTC, references in this Official Statement to the Bondholders, Holders or registered owners of Offered Securities (other than under the caption "TAX MATTERS" herein) shall mean Cede & Co., as aforesaid, and shall not mean the Beneficial Owners of Offered Securities.

When reference is made to any action which is required or permitted to be taken by the Beneficial Owners, such reference shall only relate to those permitted to act (by statute, regulation or otherwise) on behalf of such Beneficial Owners for such purposes. When notices are given, they shall be sent by FMPA or the Trustee to DTC only.

As long as the book-entry system is used for Offered Securities, the Trustee and FMPA will give any notices required to be given to Owners of Offered Securities only to DTC. Any failure of DTC to advise any Direct Participant, or of any Direct Participant to notify any Indirect Participant, or of any Direct Participant or Indirect Participant to notify any Beneficial Owner, of any such notice and its content or effect will not affect the validity of the action premised on such notice. Conveyance of notices and other communications by DTC to Direct Participants, by Direct Participants to Indirect Participants and by Direct Participants and Indirect Participants to Beneficial Owners will be governed by arrangements among them, subject to any statutory or regulatory requirements as may be in effect from time to time. Beneficial owners may desire to make arrangements with a Direct Participant or Indirect Participant so that all notices of redemption or other communications to DTC which affect such Beneficial Owners will be forwarded in writing by such Direct Participant or Indirect Participant.

NEITHER FMPA NOR THE TRUSTEE WILL HAVE ANY RESPONSIBILITY OR OBLIGATION TO SUCH DIRECT PARTICIPANTS, OR THE PERSONS FOR WHOM THEY ACT AS NOMINEES, WITH RESPECT TO THE PAYMENTS TO OR THE PROVIDING OF NOTICE FOR THE DIRECT PARTICIPANTS, THE INDIRECT PARTICIPANTS, OR THE BENEFICIAL OWNERS OF OFFERED SECURITIES.

For every transfer and exchange of a beneficial ownership interest in Offered Securities, the Beneficial Owner may be charged a sum sufficient to cover any tax, fee or other governmental charge that may be imposed in relation thereto.

DTC may discontinue providing its services as depository with respect to Offered Securities at any time by giving reasonable notice to FMPA or the Trustee. Under such circumstances, in the event that a successor depository is not obtained, certificates for the Offered Securities are required to be printed and delivered.

FMPA may decide to discontinue use of the system of book-entry transfers through DTC (or a successor securities depository). In that event, certificates for the Offered Securities will be printed and delivered to DTC.

The information in this section concerning DTC and DTC's book-entry system has been obtained from sources that FMPA believes to be reliable, but FMPA takes no responsibility for the accuracy thereof.

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APPENDIX G

CONTINUING DISCLOSURE UNDER SEC RULE 15C2-12

In order to assist the Underwriters in complying with the provisions of paragraph (b)(5) of Rule 15c2-12 promulgated by the Securities and Exchange Commission under the Securities Exchange Act of 1934, as amended (“Rule 15c2-12”), FMPA and the Trustee will enter into a written agreement for the benefit of the holders of the Offered Securities (the “Disclosure Agreement”) to provide continuing disclosure. FMPA will undertake in the Disclosure Agreement to provide to the Municipal Securities Rulemaking Board (“MSRB”) in electronic format through the Electronic Municipal Market Access website of the MSRB (“EMMA”), currently located at <https://emma.msrb.org>, on an annual basis by no later than nine months after the end of each fiscal year of FMPA commencing with the fiscal year ended September 30, 2019 certain financial information and operating data, referred to herein as “Annual Financial Information,” including, but not limited to annual financial statements of FMPA. In addition, FMPA will undertake in the Disclosure Agreement, for the benefit of the holders of the Offered Securities, to provide to the MSRB, in a timely manner (not in excess of ten (10) Business Days after the occurrence of the event), the notices required to be provided by Rule 15c2-12 and described below.

The required Annual Financial Information shall consist of (1) the annual agency financial information consisting of (A) financial and operating data relating to the Agency’s All-Requirements Power Supply Project consisting of: (i) a description of the Agency’s All-Requirements Power Supply Project; (ii) information of the type included in the table captioned “Historical and Projected Future Capacity Requirements and Resources” under the heading “THE PROJECT” for the three most recently completed fiscal years; (iii) historical operating results for the All-Requirements Power Supply Project for the three most recently completed fiscal years, including net sales to Participants and net power costs; and (iv) information concerning the Agency’s debt service requirements for the All-Requirements Power Supply Project; (B) a presentation of the Agency’s financial results in accordance with GAAP for the two most recent completed fiscal years for which that information is then currently available; (C) material litigation related to any of the foregoing; together with (D) such narrative explanation as may be necessary to avoid misunderstanding and to assist the reader in understanding the presentation of financial information and operating data concerning, and in judging the financial condition of, the Agency (collectively, the “Annual Agency Financial Information”); and (2) the annual Major Participant financial information consisting of (A) financial and operating data consisting of: (i) the information of the type contained herein in Appendix B — “THE MAJOR PARTICIPANTS”, after fiscal year ending September 30, 2019, other than the information contained under the heading “General”; (ii) information concerning sales of electric services, customers, and non-coincident peak demand; and (iii) a presentation of the Major Participants’ information concerning historical net energy requirements and peak demand; (B) material litigation related to any of the foregoing; together with (C) such narrative explanation as may be necessary to avoid misunderstanding and to assist the reader in understanding the presentation of financial information and operating data concerning, and in judging the financial condition of, the Major Participants (collectively, the “Annual Major Participant Financial Information”). For the purpose of determining which Participants constitute “Major Participants,” any Participant which as of September 30 in any year accounts for 10% or more of the Revenues for the All-Requirements Power Supply Project for the preceding fiscal year will be deemed a Major Participant.

The type of historical financial information and operating data relating to FMPA described above is currently included herein under the headings “DEBT SERVICE REQUIREMENTS,” “THE PROJECT” and “LITIGATION.” The type of financial information and operating data relating to the Major Participants described above is currently included herein under the headings “THE PROJECT PARTICIPANTS”, APPENDIX A — “MEMBERS’ PARTICIPATION IN FMPA PROJECTS” and APPENDIX B — “THE MAJOR PARTICIPANTS.” The requirements contained in the undertaking discussed above are intended to set forth a general description of the type of financial information and operating data to be provided; such descriptions are not intended to state more than general categories of financial information and operating data; and where information required to be disclosed can no longer be generated because the operations to which it related have been materially changed or discontinued, a statement to that effect shall be provided.

All or any portion of the Annual Financial Information, as well as the audited financial statements, may be incorporated therein by cross reference to any other documents which have been filed with (i) the MSRB through its EMMA system or (ii) the Securities and Exchange Commission; provided, however, that if the document is an

official statement, it shall have been filed with the MSRB and need not have been filed elsewhere. Annual Financial Information for any fiscal year containing any modified operating data or financial information for each such fiscal year shall explain, in narrative form, the reasons for such modification and the effect of such modification on the Annual Financial Information being provided for such fiscal year. If a change in accounting principles is included in any such modification, such Annual Financial Information shall present a comparison between the financial statements or information prepared on the basis of the modified accounting principles and those prepared on the basis of the former accounting principles. Such comparison shall include a qualitative discussion of the differences in the accounting principles and the impact of the change in the accounting principles on the presentation of the financial information. To the extent feasible, such comparison shall also be quantitative. A notice of any such change in accounting principles shall be sent to the MSRB through its EMMA system.

Pursuant to Rule 15c2-12 under the Securities Exchange Act of 1934, FMPA will undertake for the benefit of Holders of the Offered Securities to provide or cause to be provided either directly or through the Trustee, Audited Financial Statements of the Agency and the Major Participants by no later than nine months after the end of each fiscal year commencing with the fiscal year ending September 30, 2019, when and if such audited financial statements become available and, if such audited financial statements are not available on the date which is nine months after the end of a fiscal year, the unaudited financial statements of FMPA and Major Participants for such fiscal year. The Audited Agency Financial Statements and the Audited Major Participant Financial Statements will be filed with the MSRB through its EMMA system.

FMPA will undertake, for the benefit of Holders of the Offered Securities, to provide or cause to be provided either directly or through the Trustee, notice to EMMA of any of the following events (1) principal and interest payment delinquencies; (2) non-payment related defaults, if material; (3) unscheduled draws on debt service reserves reflecting financial difficulties; (4) unscheduled draws on credit enhancements reflecting financial difficulties; (5) substitution of credit or liquidity providers, or their failure to perform; (6) adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB) or other material notices and determinations with respect to the tax status of the Offered Securities or other material events affecting the tax status of the Offered Securities; (7) modifications to the rights of Holders of the Offered Securities, if material; (8) bond calls, if material; (9) defeasances; (10) release, substitution, or sale of property securing repayment of the Offered Securities, if material; (11) rating changes; (12) tender offers; (13) bankruptcy, insolvency, receivership or similar event of FMPA or a Major Participant; (14) consummation of a merger, consolidation or acquisition involving FMPA, the sale of all or substantially all of FMPA's assets, other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, if material; (15) appointment of a successor or additional trustee, or the change of name of a trustee, if material; (16) the incurrence of a Financial Obligation (as defined below) of FMPA or a Major Participant, if material, or agreement as to covenants, events of default, remedies, priority rights, or other similar terms of a Financial Obligation of FMPA or a Major Participant, any of which affect holders of the Offered Securities, if material; (17) a default, event of acceleration, termination event, modification of terms, or other similar events under the terms of a Financial Obligation of FMPA or a Major Participant, any of which reflect financial difficulties and (18) failure to provide annual financial information as required. "Financial Obligation" (i) means a: (A) debt obligation; (B) derivative instrument entered into in connection with, or pledged as security or a source of payment for, an existing or planned debt obligation; or (C) guarantee of (A) or (B), but (ii) shall not include municipal securities as to which a final official statement has been provided to the MSRB consistent with Rule 15c2-12.

FMPA will request, obtain and provide, pursuant to the Power Supply Contracts or otherwise, Annual Major Participant Financial Information, Audited Major Participant Financial Statements, and information relating to any change in fiscal year and the basis on which audited financial statements are prepared, from time to time and in sufficient time to permit FMPA to comply with the provisions of the undertaking, and shall enforce such provisions of the undertaking; the failure of any Major Participant to furnish any such requested information or data shall not excuse the performance by FMPA of any of its obligations under the undertaking. Under the Power Supply Contracts, the Participants are required to furnish to FMPA, upon request, all information, financial statements and other documents as shall be reasonably necessary in connection with the financing of the All-Requirements Power Supply Project.

If FMPA fails to comply with any provision of its undertaking described herein, then the Trustee or any Holder of the Offered Securities (which will include beneficial owners during any period that DTC acts as securities depository for, and DTC or its nominee is the registered owner of, the Offered Securities) may enforce, for the equal benefit and protection of all Holders similarly situated, by mandamus or other suit or proceeding at law or in equity, the undertaking against FMPA and any of its officers, agents and employees, and may compel FMPA or any such officers, agents or employees to perform and carry out their duties thereunder; *provided* that the sole and exclusive remedy for breach or default under the undertaking is an action to compel specific performance, and no person, including any Holder of Offered Securities, may recover monetary damages thereunder under any circumstances, and provided further that any challenge to the adequacy of any information under the undertaking may be brought only by the Trustee or the Holders of 25% in aggregate principal amount of the Offered Securities at the time outstanding which are affected thereby. Failure to comply with any provisions of the undertaking shall not constitute a default under the Resolution nor give right to the Trustee or any Holder to exercise any of the remedies under the Resolution.

The foregoing is intended to set forth a general description of the type of financial information and operating data that will be provided; the descriptions are not intended to state more than general categories of financial information and operating data; and where FMPA's undertaking calls for information that no longer can be generated or is no longer relevant because the operations to which it related have been materially changed or discontinued, a statement to that effect will be provided. FMPA does not anticipate that it often will be necessary to amend the undertaking. The undertaking, however, may be amended or modified under certain circumstances set forth therein and the undertaking will continue until the earlier of the date the Offered Securities have been paid in full or legally defeased pursuant to the Resolution or the date the undertaking is no longer required by law. Copies of the undertaking when executed by the parties will be on file at the office of FMPA.

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ESCROW DEPOSIT AGREEMENT

by and between

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

and

**TD BANK, NATIONAL ASSOCIATION,
as Escrow Agent and Trustee**

Dated November ___, 2019

**Relating to the Payment on the Redemption Date of the
Redemption Price and interest on the outstanding
All-Requirements Power Supply Project Variable Rate Demand
Refunding Revenue Bonds, Series 2008C,
All-Requirements Power Supply Project Revenue Bonds
Series 2013A (Taxable)**

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ESCROW DEPOSIT AGREEMENT

This **ESCROW DEPOSIT AGREEMENT** (this “**Escrow Agreement**”) is made as of November __, 2019, by and between the Florida Municipal Power Agency (All-Requirements Power Supply Project) (“**FMPA**”) and TD Bank, National Association, as escrow agent hereunder and as Trustee under the Resolution (defined below) (the “**Bank**”).

WITNESSETH:

WHEREAS, FMPA, under and pursuant to its All-Requirements Power Supply Project Revenue Bond Resolution, adopted on March 22, 1985, as amended and restated in its entirety on May 23, 2003 (the “**Bond Resolution**”), as supplemented and amended including as supplemented by the Series 2008 Supplemental All-Requirements Power Supply Project Revenue Bond Resolution (Variable Rate Bonds), adopted by the Executive Committee on August 13, 2008 (the “**Series 2008 Supplemental Resolution**”), which authorized, among other things, the issuance of All-Requirements Power Supply Project Variable Rate Demand Refunding Revenue Bonds, Series 2008C in an aggregate principal amount of \$154,565,000 (the “**Series 2008C Bonds**”), and as supplemented by the Series 2013A Supplemental All-Requirements Power Supply Project Revenue Bond Resolution, adopted by the Executive Committee on July 19, 2013 (the “**Series 2013 Supplemental Resolution**” and together with the Series 2008 Supplemental Resolution, the “**Refunded Bonds Supplemental Resolutions**”), which authorized the issuance of \$15,000,000 aggregate principal amount of All-Requirements Power Supply Project Revenue Bonds, Series 2013A (Taxable) (the “**Series 2013A Bonds**”); and

WHEREAS, FMPA wishes to defease all of the outstanding Series 2008C Bonds shown in Schedule 1 (the “**Refunded Series 2008C Bonds**”) and all of the outstanding Series 2013A Bonds shown in Schedule 1 (the “**Refunded Series 2013A Bonds**” and, together with the Refunded Series 2008C Bonds, the “**Refunded Bonds**”);

WHEREAS, FMPA has determined to issue (i) \$_____ principal amount of its All-Requirements Power Supply Project Refunding Revenue Bonds, Series 2019A (the “**Series 2019A Bonds**”) under and pursuant to the Bond Resolution and the Series 2019A Supplemental All-Requirements Power Supply Project Revenue Bond Resolution (Fixed Rate Bonds), adopted on September 19, 2019 (the “**Series 2019A Supplemental Resolution**”) and the Initial Bond Series Certificate, dated as of October __, 2019 (the “**Series 2019A Bond Series Certificate**”), executed by FMPA in connection with the Series 2019A Bonds and (ii) \$_____ principal amount of its All-Requirements Power Supply Project Refunding Revenue Bonds, Series 2019B (the “**Series 2019B Bonds**”) under and pursuant to the Bond Resolution and the Series 2019B Supplemental All-Requirements Power Supply Project Revenue Bond Resolution (Fixed Rate Bonds), adopted on September 19, 2019 (the “**Series 2019B Supplemental Resolution**”) and the Initial Bond Series Certificate, dated as of October __, 2019 (the “**Series 2019B Bond Series Certificate**”), executed by FMPA in connection with the Series 2019B Bonds (said Series 2019B Bond Series Certificate, together with the Bond Resolution, the Series 2019A Supplemental Resolution, the Series 2019B Supplemental Resolution and the Series 2019A Bond Series Certificate(the “**Resolution**”);

WHEREAS, pursuant to the Series 2019A Supplemental Resolution, a portion of the proceeds of the Series 2019A Bonds will be provided to the Bank, along with \$_____ from amounts on deposit in the Debt Service Account in the Debt Service Fund to enable the Bank to have moneys sufficient to pay on the redemption date the redemption price of and interest on the Refunded Series 2008C Bonds; and

WHEREAS, pursuant to the Series 2019B Supplemental Resolution, a portion of the proceeds of the Series 2019B Bonds will be provided to the Bank, along with \$_____ from amounts on deposit in the Debt Service Account in the Debt Service Fund to enable the Bank to have moneys sufficient to pay on the redemption date the redemption price of and interest on the Refunded Series 2013A Bonds.

NOW, THEREFOR, in consideration of the foregoing and the mutual covenants, agreements and representations herein set forth, FMPA and the Bank hereby agree as follows:

SECTION 1. Irrevocable Instructions. FMPA hereby irrevocably instructs the Bank, and the Bank hereby agrees, as follows:

(a) The Bank shall establish (i) a special trust account to be known as the “Florida Municipal Power Agency All-Requirements Power Supply Project Refunding Revenue Bonds, Series 2019A Escrow Account (the “**Series 2019A Escrow Account**,” and (ii) a special trust account to be known as the “Florida Municipal Power Agency All-Requirements Power Supply Project Refunding Revenue Bonds, Series 2019B Escrow Account (the “**Series 2019B Escrow Account**,” and together with the Series 2019A Escrow Account, the “**Escrow Account**”);

(b) On the date of delivery of the Series 2019A Bonds, FMPA shall deposit, or cause to be deposited, with the Bank the following amounts that the Bank shall deposit in the Series 2019A Escrow Account (i) an amount equal to \$_____ from the proceeds of the Series 2019A Bonds, and (ii) an amount equal to \$_____ from monies held by it as trustee under the Resolution in the Debt Service Account of the Debt Service Fund with respect to the Refunded Series 2008C Bonds. The Bank shall use \$_____ of the amount deposited in the Series 2019A Escrow Account to purchase the escrow investments described in Schedule 2 attached hereto (the “**Series 2019A Escrow Investments**”). The remaining sum of \$_____ shall be held in cash uninvested.

(c) On the date of delivery of the Series 2019B Bonds, FMPA shall deposit, or cause to be deposited, with the Bank the following amounts that the Bank shall deposit in the Series 2019B Escrow Account (i) an amount equal to \$_____ from the proceeds of the Series 2019B Bonds, and (ii) an amount equal to \$_____ from monies held by it as trustee under the Resolution in the Debt Service Account of the Debt Service Fund with respect to the Refunded Series 2013A Bonds. The Bank shall use \$_____ of the amount deposited in the Series 2019B Escrow Account to purchase the escrow investments described in Schedule 2 attached hereto (the “**Series 2019B Escrow Investments**”). The remaining sum of \$_____ shall be held in cash uninvested.

(d) The Bank shall collect and deposit in the Series 2019A Escrow Account the principal of and interest on all investments (the “**Series 2019A Earnings**”) held for the account

of the Series 2019A Escrow Account promptly as such principal matures and such interest becomes due and shall apply such principal and interest, together with any other moneys on deposit in the Series 2019A Escrow Account, in accordance with this Escrow Agreement;

(e) The Bank shall collect and deposit in the Series 2019B Escrow Account the principal of and interest on all investments (the “**Series 2019B Earnings**”) held for the account of the Series 2019B Escrow Account promptly as such principal matures and such interest becomes due and shall apply such principal and interest, together with any other moneys on deposit in the Series 2019B Escrow Account, in accordance with this Escrow Agreement;

(f) The Bank shall hold the Series 2019A Escrow Account, together with the Series 2019A Escrow Investments and all money from time to time therein, as a special and separate trust account, wholly segregated from all other securities and money on deposit with the Bank, for the payment of the redemption price of and interest on the Refunded Series 2008C Bonds on their respective redemption date shown on Schedule 1 hereto;

(g) The Bank shall hold the Series 2019B Escrow Account, together with the Series 2019B Escrow Investments and all money from time to time therein, as a special and separate trust account, wholly segregated from all other securities and money on deposit with the Bank, for the payment of the redemption price of and interest on the Refunded Series 2013A Bonds on their respective redemption date shown on Schedule 1 hereto;

(h) FMPA directs the Bank, as Trustee for the Refunded Series 2008C Bonds, to give notice of redemption of the Refunded Series 2008C Bonds to be redeemed on the applicable redemption date as provided in Section 405 of the Resolution, as supplemented by the Series 2008 Supplemental Resolution relating to the Refunded Series 2008C Bonds, on behalf of FMPA in the form provided in Exhibit A attached hereto. FMPA hereby directs the Bank, as Trustee for the Refunded Series 2013A Bonds, to give notice of redemption of the Refunded Series 2013A Bonds to be redeemed on the applicable redemption date as provided in Section 405 of the Resolution, as supplemented by the Series 2013A Supplemental Resolution relating to the Refunded Series 2013A Bonds, on behalf of FMPA in the form provided in Exhibit A attached hereto. FMPA directs the Bank, as Trustee for the Refunded Bonds, to provide notice of defeasance in the form provided in Exhibit B attached hereto for the Refunded Bonds. Redemption notices and defeasance notices distributed by the Trustee will be sent to bondholders pursuant to the Resolution and will be distributed to the Municipal Securities Rulemaking Board (“MSRB”) through the MSRB’s Electronic Municipal Market Access system.

(i) The Bank shall apply the money in the Escrow Account to the payment of the redemption price of and interest on the Refunded Bonds on their respective redemption dates in the amounts set forth in Schedule 1 hereto; and

(j) After payment in full in accordance herewith of the redemption price of and the interest due on the Refunded Bonds on their respective redemption dates, the Bank shall transfer (i) from the Series 2019A Escrow Account to the Debt Service Account in the Debt Service Fund for the Series 2019A Bonds or to such other account directed by FMPA and in accordance with applicable law and acceptable to the Bond Counsel, held under the Resolution, free and clear of the trusts created hereby, any and all money remaining in the Series 2019A Escrow Account and

(ii) from the Series 2019B Escrow Account to the Debt Service Account in the Debt Service Fund for the Series 2019B Bonds or to such other account directed by FMPA and in accordance with applicable law and acceptable to the Bond Counsel, held under the Resolution, free and clear of the trusts created hereby, any and all money remaining in the Series 2019B Escrow Account.

Neither the Series 2019A Escrow Investments, the Series 2019B Escrow Investments, the money deposited in the Series 2019A Escrow Account, and the money deposited in the Series 2019B Escrow Account pursuant to this Escrow Agreement, nor the principal or interest payments on any such Series 2019A Escrow Investments and Series 2019B Escrow Investments, respectively, shall be withdrawn or used for any purpose other than as set forth in this Escrow Agreement, and shall be held in trust for the payment of the redemption price of the Refunded Bonds when due and the payment of interest on the Refunded Bonds when due.

SECTION 2. Investment of Money. No money held in the Escrow Account shall be invested by the Bank other than as provided in Section 1(b) and Section 3 hereof.

SECTION 3. Substitution of Escrow Investments. (a) If any of the Series 2019A Escrow Investments or the Series 2019B Escrow Investments are not available for delivery on the date of the issuance of the Series 2019A Bonds or the Series 2019B Bonds, respectively, the Escrow Agent is directed to accept moneys and/or other Series 2019A Escrow Investments or Series 2019B Escrow Investments, as applicable (“Substituted Securities”) in lieu thereof, provided: (1) the Substituted Securities are non-callable direct obligations of the United States of America, (2) the maturing principal of and interest on such Substituted Securities is equal to or greater than the maturity value of the unavailable Series 2019A Escrow Investments or Series 2019B Escrow Investments, as applicable and is payable on or prior to the dates payments were scheduled to be made on the unavailable Series 2019A Escrow Investments or Series 2019B Escrow Investments, as applicable, (3) if moneys are delivered, such moneys (to be held uninvested) are delivered in an amount which, together with any Substituted Securities and any Series 2019A Escrow Investments or Series 2019B Escrow Investments, as applicable listed in Schedule 2 hereof for which no substitution is made, will be sufficient to pay all of the principal of and interest to become due on the Refunded Bonds, (4) FMPA and Bond Counsel approve such substitution, and (5) FMPA, the Trustee and Bond Counsel receive verification from an independent certified public accountant stating that the principal of and interest on the Substituted Securities and the Series 2019A Escrow Investments or Series 2019B Escrow Investments, as applicable together with the uninvested cash in the Series 2019A Escrow Account or Series 2019B Escrow Account, as applicable, will be sufficient, without reinvestment, to pay all of the principal of and interest to become due on the Refunded Bonds. In the event that moneys are required to be delivered on the date of issuance of the Series 2019A Bonds or the Series 2019B Bonds and the original Series 2019A Escrow Investments or Series 2019B Escrow Investments, as applicable become available and are tendered to the Escrow Agent at the original applicable price offered using the date of issuance of the Series 2019A Bonds or Series 2019B Bonds, as applicable by or on behalf of [_____] in full on or in part on or before [_____] , the Escrow Agent shall accept such Series 2019A Escrow Investments or Series 2019B Escrow Investments, as applicable and credit [_____] , in whole or on a pro-rated basis, as applicable, the moneys for any or all portions of the undelivered Series 2019A Escrow Investments or Series 2019B Escrow Investments, as applicable. In the event that [_____] delivers

the original Series 2019A Escrow Investments or Series 2019B Escrow Investments, as applicable in part subsequent to the date of issuance of the Series 2019A Bonds or Series 2019B Bonds, such delivery must occur on [_____].

(b) Other than as provided in Section 3(a) hereof, FMPA shall not have, and hereby waives any right to deliver to the Bank, in substitution for any Series 2019A Escrow Investments or any Series 2019B Escrow Investments, any other securities or investments.

SECTION 4. Bondholder's Lien. The Series 2019A Escrow Investments, money representing the Series 2019A Earnings thereon or redemption price thereof and any other money on deposit in the Series 2019A Escrow Account shall be subject to an express lien and trust for the benefit of the holders of the Refunded Series 2008C Bonds until used and applied in accordance with the terms of this Escrow Agreement subject to the provisions hereof.

The Series 2019B Escrow Investments, money representing the Series 2019B Earnings thereon or redemption price thereof and any other money on deposit in the Series 2019B Escrow Account shall be subject to an express lien and trust for the benefit of the holders of the Refunded Series 2013A Bonds until used and applied in accordance with the terms of this Escrow Agreement subject to the provisions hereof.

SECTION 5. Defeasance. In accordance with Section 1201 of the Resolution [and Section ____] of the Refunded Bonds Supplemental Resolutions], FMPA by this writing exercises the option to have the covenants, agreements and other obligations of FMPA to the holders of the Refunded Bonds discharged and satisfied.

SECTION 6. Amendments. This Escrow Agreement may not be amended except to cure any ambiguity or defect or inconsistent provision herein or any provision which is inconsistent with the Resolution or to insert such provisions clarifying matters or questions arising hereunder or under the Resolution as are necessary or desirable, provided that such provisions are not contrary to or inconsistent herewith or with the Resolutions.

SECTION 7. Bank's Duties. The duties and obligations of the Bank shall be determined by the express provisions of this Escrow Agreement and the Bank shall not be liable except for the performance of such duties and obligations as are specifically set forth herein. The Bank shall not be liable for any action taken or omitted by it so long as such action or omission is made or taken in good faith and belief by the Bank, and is within the discretion or rights or powers conferred upon it hereby. The Bank shall not be liable in connection with the performance of its duties hereunder except for its own negligence or default.

SECTION 8. Compensation. The Bank shall be entitled to, and FMPA hereby confirms its obligation to pay, the reasonable compensation heretofore mutually agreed to by FMPA and the Bank, for the performance of its duties and responsibilities hereunder. The Bank shall not have any lien for the payment of any fees or expenses on any of the money or Series 2019A Escrow Investments, Series 2019B Escrow Investments, Series 2019A Earnings or Series 2019B Earnings from time to time held by it hereunder or transferred to any accounts held by it as trustee under the Resolution.

SECTION 9. Governing Law. This Escrow Agreement shall be governed by and construed in accordance with the laws of the State of Florida, without regard to conflict of law principles.

SECTION 10. Counterparts. This Escrow Agreement may be executed in one or more counterparts and when each party hereto has executed and delivered at least one counterpart, this Escrow Agreement shall become binding on all parties and such counterparts shall be deemed to be one and the same document.

SECTION 11. Severability. If one or more provisions of this Escrow Agreement or the application of any such provisions to any set of circumstances shall be determined to be invalid or ineffective for any reason, such determination shall not affect the validity and enforceability of the remaining provisions or the application of the same provisions or any of the remaining provisions to other circumstances.

[Remainder of page intentionally left blank; signature page follows]

IN WITNESS WHEREOF, the Bank and FMPA have caused this Escrow Agreement to be executed by their respective duly authorized officers, all as of the date and year first above written.

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

By: _____
Authorized Officer

TD BANK, NATIONAL ASSOCIATION,
as Escrow Agent and Trustee

By: _____
Authorized Officer

SCHEDULE 1

BONDS TO BE REDEEMED

All-Requirements Power Supply Project Variable Rate Demand Refunding Revenue Bonds,
Series 2008C

| <u>Amount</u> | <u>Rate</u> | <u>Maturity (October 1)</u> | <u>CUSIP</u> |
|---------------|-------------|---------------------------------|--------------|
|---------------|-------------|---------------------------------|--------------|

All-Requirements Power Supply Project Revenue Bonds, Series 2013A (Taxable)

| <u>Amount</u> | <u>Rate</u> | <u>Maturity (October 1)</u> | <u>CUSIP</u> |
|---------------|-------------|---------------------------------|--------------|
|---------------|-------------|---------------------------------|--------------|

SCHEDULE 2

DESCRIPTION OF ESCROW INVESTMENTS

SERIES 2019A ESCROW INVESTMENTS

SERIES 2019B ESCROW INVESTMENTS

FORM OF NOTICE OF REDEMPTION

FLORIDA MUNICIPAL POWER AGENCY

**ALL-REQUIREMENTS POWER SUPPLY PROJECT VARIABLE RATE DEMAND
REFUNDING REVENUE BONDS, SERIES 2008C**

MATURING ON:

| <u>Series</u> | <u>Date</u> | <u>CUSIP No.</u> ¹ |
|---------------|-------------|-------------------------------|
|---------------|-------------|-------------------------------|

**ALL-REQUIREMENTS POWER SUPPLY PROJECT REVENUE BONDS,
SERIES 2013A (Taxable)**

MATURING ON:

| <u>Series</u> | <u>Date</u> | <u>CUSIP No.</u> ² |
|---------------|-------------|-------------------------------|
|---------------|-------------|-------------------------------|

Notice is hereby given to the holders of the (i) outstanding All-Requirements Power Supply Project Variable Rate Demand Refunding Revenue Bonds, Series 2008C (the “Series 2008C Bonds”) and (ii) outstanding All-Requirements Power Supply Project Revenue Bonds, Series 2013A (Taxable) (the “Series 2013A Bonds”), in each case which mature on October 1 in each of the years set forth above (the Series 2008C Bonds together with the Series 2013A Bonds, the “Refunded Bonds”) that the above-mentioned Refunded Bonds have been called for redemption prior to maturity on [_____] in accordance with their terms at a redemption price equal to [100]% of the principal amount thereof, together in each case with accrued interest thereon to, but not including, [_____].

¹ No representation is made as to the accuracy of the CUSIP numbers either as printed on the Refunded Bonds or as set forth in this Notice of Redemption.

² No representation is made as to the accuracy of the CUSIP numbers either as printed on the Refunded Bonds or as set forth in this Notice of Redemption.

[The source of the funds to be used for such redemption is the principal of and interest on Investment Securities heretofore deposited with the Escrow Agent, together with moneys, if any, heretofore deposited with the Escrow Agent.]

The redemption price of and accrued interest on the Refunded Bonds shall become due and payable on [_____] and from and after [_____] interest on the Refunded Bonds shall cease to accrue and be payable.

To assure that the holders of the Refunded Bonds receive payment of the redemption price and accrued interest to which they are entitled, send your Registered Bond, unendorsed, about [two (2) weeks] prior to [_____] to the principal corporate trust office of the Escrow Agent:

By Mail

[address]

[address]

By Hand

[address]

[address]

Sending your certificates by registered, insured mail is recommended.

To avoid a ____% backup withholding tax required by the Interest and Dividend Tax Compliance Act of 1983, holders must submit a properly completed IRS Form W-9 with their Bonds, unless such form has been previously provided.

Dated this ____ day of _____, ____.

FLORIDA MUNICIPAL POWER AGENCY

By: TD Bank, National Association,
as Escrow Agent and Trustee

NOTICE OF DEFEASANCE AND [PRIOR] REDEMPTION

FLORIDA MUNICIPAL POWER AGENCY

Relating to

**ALL-REQUIREMENTS POWER SUPPLY PROJECT VARIABLE RATE DEMAND
REFUNDING REVENUE BONDS,
SERIES 2008C**

MATURING ON:

Date

CUSIP No.¹

**ALL-REQUIREMENTS POWER SUPPLY PROJECT REVENUE BONDS,
SERIES 2013A**

MATURING ON:

Date

CUSIP No.²

Notice is hereby given to the holders of the outstanding bonds designated Florida Municipal Power Agency All-Requirements Power Supply Project Variable Rate Demand Refunding Revenue Bonds, Series 2008C (the “Refunded Series 2008C Bonds”), and Florida Municipal Power Agency All-Requirements Power Supply Project Revenue Bonds, Series 2013A (the “Refunded Series 2013A Bonds” and, together with the Refunded Series 2008C Bonds, the “Refunded Bonds”) which mature on October 1 in each of the years set forth above (the “Refunded Bonds”) (i) that there has been deposited with TD Bank, National Association, as Escrow Agent, moneys and/or government obligations permitted by the All-Requirements Power Supply Project Project Revenue Bond Resolution, adopted by Florida Municipal Power Agency (the “Agency”) on March 22, 1985, as amended and restated in the entirety on May 23, 2003, as amended and supplemented (the “Resolution”), the principal of and the interest on which when due will provide moneys which, together with such moneys deposited with the Escrow Agent, shall be sufficient and available to pay (a) on [_____] the principal of all Refunded Series 2008C Bonds and interest on all Refunded Series 2008C Bonds on and prior to such redemption

¹ No representation is made as to the accuracy of the CUSIP numbers either as printed on the Refunded Bonds or as set forth in this Notice of Redemption.

² No representation is made as to the accuracy of the CUSIP numbers either as printed on the Refunded Bonds or as set forth in this Notice of Redemption.

date, and (b) on [_____] the principal of all Refunded Series 2013A Bonds and interest on all Refunded Series 2013A Bonds on and prior to such redemption date; (ii) that the Escrow Agent has been irrevocably instructed to redeem (a) the Refunded Series 2008C Bonds on [_____] and (b) the Refunded Series 2013A Bonds on [_____] and (iii) that the Refunded Bonds are deemed to be paid in accordance the Resolution.

Dated this _____ day of _____, _____.

FLORIDA MUNICIPAL POWER AGENCY

By: TD Bank National Association,
as Escrow Agent

AGENDA ITEM 10 – REPORTS

f. Municipal Finance Disclosure Procedures

**Finance Committee Meeting
September 19, 2019**

FLORIDA MUNICIPAL POWER AGENCY

Municipal Finance Disclosure Procedures

Introduction

The Florida Municipal Power Agency (“FMPA” or the “Agency”) is committed to ensuring that disclosures made in connection with its municipal finance offerings and required periodic filings related thereto are fair, accurate, and comply with applicable federal and state securities laws including common law antifraud provisions under state law and all other applicable laws. Further, it is the policy of FMPA to satisfy in a timely manner its contractual obligations undertaken pursuant to continuing disclosure agreements entered into in connection with municipal finance offerings. In furtherance of these objectives and policies, and to promote best practices relating to disclosures, the Board of FMPA and Executive Committee of FMPA’s All-Requirements Power Supply Project have adopted the Municipal Finance Disclosure Procedures set forth below (the “Disclosure Procedures”) to achieve the objectives established by the Disclosure Policy as set forth in Section 4.11 of the Debt Risk Management Policy. While the Board and Executive Committee have adopted these Disclosure Procedures, it is recognized that the Finance Committee (“FC”) will play a part in the implementation and management of the Disclosure Policy and these Disclosure Procedures as part of its general oversight responsibilities.

The failure to comply with the Disclosure Procedures shall not affect the authorization or the validity or enforceability of any Bonds that are issued by the Agency in accordance with applicable law nor imply a failure to comply with disclosure requirements of the federal or state securities laws.

Definitions

Capitalized terms used in these Disclosure Procedures have the meanings set forth below:

“All-Requirements Project” means the All-Requirements Power Supply Project, under which FMPA provides to each of the participating Members in the project their individual “All-Requirements Service,” as defined in the All-Requirements Project Contract.

“All Requirements Project Contract” means the All-Requirements Power Supply Project Contract entered into between FMPA and each of the All-Requirements Project participating members of FMPA, as amended.

“All-Requirements Major Participants” means those participants in the All-Requirements Project each of which provided to FMPA at least 10.0% of the revenues from the All-Requirements Project for the applicable fiscal year.

“Annual Agency Financial Information” means the information required to be delivered under and as defined in the Continuing Disclosure Agreements, a sample of which is attached hereto as Appendix A.

“Annual Major Participant Financial Information” means the information required to be delivered under and as defined in the Continuing Disclosure Agreements, a sample of which is attached hereto as Appendix A.

“Annual Disclosure Filing” means the Annual Agency Financial Information and Annual Major Participant Financial Information.

“Authorized Officers” means, means, unless otherwise provided in a supplemental resolution for a particular series of Bonds, with respect to the All-Requirements Project, the Chairperson of the Executive Committee and the Vice Chairperson of the Executive Committee and the Secretary, Treasurer, General Manager and CEO, any Assistant Secretary and the Assistant General Manager, Finance and Information Technology and CFO of FMPA, and (B) with respect to the Stanton Project, Stanton II Project, St. Lucie Project and the Tri-City Project, Chairperson of the Board and the Vice Chairperson of the Board and the Secretary, Treasurer, General Manager and CEO, any Assistant Secretary and the Assistant General Manager, Finance and Information Technology and CFO of FMPA.

“Authorized Signatories” means, unless otherwise provided in a supplemental resolution for a particular series of bonds, (A) with respect to the All-Requirements Project (i) the Chairperson of the Executive Committee or the Vice Chairperson of the Executive Committee and (ii) the General Manager and CEO of FMPA or the Assistant General Manager, and CFO of FMPA and (B) with respect to the Stanton Project, Stanton II Project, St. Lucie Project and the Tri-City Project, (i) the Chairperson of the Board or the Vice Chairperson of the Board and (ii) the General Manager and CEO of FMPA or the Assistant General Manager, Finance and Information Technology and CFO of FMPA.

“Board” shall mean the Board of Directors of FMPA.

“Bond Counsel” shall mean any attorney or firm of attorneys of nationally recognized standing in the field of law relating to the issuance of obligations by state and municipal entities and federal securities laws selected by the Agency.

“Bonds” or “bonds” shall refer to any bonds, notes or other securities offered by FMPA, the disclosure relating to which is subject to the requirements of Section 17(a) of the Securities Act of 1933, Section 10(b) of the Securities Exchange Act of 1934, including Rule 10b-5 thereunder, and Securities Exchange Commission Rule 15c2-12.

“Chief Financial Officer” means the CFO of FMPA or, if such title changes, the Staff person designated as FMPA’s Chief Financial Officer or who has lead responsibility for the financials affairs of the Agency in support of the General Manager of the Agency.

“Continuing Disclosure Agreements” means FMPA’s contractual obligations to provide updates on an annual basis to certain financial and operating data with respect to itself and the Major Participants and to provide certain Event Notices in accordance with Rule 15c2-12.

“Co-owner” means each co-owner of the Stanton Project, Stanton II Project, St. Lucie Project and Tri-City Project.

“Debt Financing Team” means a team consisting of the consisting of the following members:

- Chief Financial Officer, who shall serve as the Chairperson of the Debt Financing Team;
- Treasurer and Risk Director;
- FMPA General Counsel;
- System Planning Manager (as necessary);
- FMPA’s financial advisor;
- FMPA’s swap advisor (as necessary);
- Bond Counsel (as necessary);
- Disclosure Counsel (if separate from Bond Counsel) (as necessary); and
- Other legal counsel (as necessary)
- Other (as necessary)

“Debt Risk Management Policy” means the Debt Risk Management Policy and any effective subordinate procedures establishing the governance, framework and the controls under which FMPA may engage in activities to identify, measure and minimize future business risk resulting from the issuance and management of all FMPA debt financing.

“Director” means each of the Agency’s member-appointed directors serving on the Board or the Executive Committee, as appropriate.

“Disclosure Counsel” means an attorney or firm of attorneys of nationally recognized standing in the field of law relating to the federal securities laws selected by the Agency. If a separate Disclosure Counsel is not engaged by FMPA, Bond Counsel will assume all the duties, responsibilities and obligations that otherwise would be provided by a separate Disclosure Counsel.

“Disclosure Documents” means FMPA’s documents and materials specifically prepared, issued, and distributed in connection with FMPA’s disclosure obligations under applicable federal securities laws or that otherwise could potentially subject FMPA, its Directors and its Staff to liability under such laws, and shall include, but not be limited to the following:

- Annual Disclosure Filing,
- Official Statements,
- Any filing made by FMPA with EMMA pursuant to a Continuing Disclosure Agreement, including material event notices,
- Any voluntary filing made by FMPA that is posted on EMMA,
- Any other document that is reviewed and approved in accordance with these Disclosure Procedures, and

- Any document or other communication from FMPA that could be viewed as reasonably expected to reach, in the normal course of its business, investors and the trading market for FMPA's Bonds.

"Disclosure Policy" means the policy set forth in Section 4.11 of the Debt Risk Management Policy establishing FMPA's intent to comply fully with applicable securities law regarding disclosure in connection with the issuance of Bonds and with the terms of its Continuing Disclosure Agreements.

"Disclosure Working Group" means the officers or employees of FMPA charged with exercising certain responsibilities in connection with the preparation or checking of the disclosures made by FMPA in its Disclosure Documents. Initially, such group shall consist of the Treasurer, Assistant Treasurer, Debt, FMPA Assistant General Counsel, Counsel, Manager of Risk Management and Audit Manager.

"EMMA" means the Electronic Municipal Market Access system maintained by the MSRB or such other repository as may be designated by the Securities and Exchange Commission or the MSRB.

"Event Notice" means a notice relating to those events which FMPA is required to monitor and to provide notice to the MSRB in accordance with the Continuing Disclosure Agreements.

"Executive Committee" means the governing body of the All-Requirements Power Supply Project.

"FC" means the Agency's Finance Committee, or any successor committee or body designated by the Agency to fulfill the role provided for in these Disclosure Procedures

"Final Official Statements" means a document prepared by or on behalf of the issuer of municipal securities in connection with a primary offering that discloses material information on the offering of such securities. Final Official Statements typically include information regarding the purposes of the issue, how the securities will be repaid, and the financial and economic characteristics of the issuer, conduit borrower or other obligated person with respect to the offered securities. Investors and market intermediaries may use this information to evaluate the credit quality of the securities and potential risks of the primary offering and the prices and redemption provisions for such securities.

"Finance Staff" means the CFO, Treasurer and Risk Director and the Assistant Treasurer, Debt.

"FMPA" means the Florida Municipal Power Agency.

"FMPA Assistant General Counsel" means the Assistant General Counsel and Manager of Legal Affairs of FMPA or, if such title changes, the senior most attorney working under the direction of the FMPA General Counsel or the FMPA General Counsel.

“FMPA General Counsel” means the General Counsel and Chief Legal Officer of FMPA, as appointed by the Board of Directors.

“Material Supplier” means any major fuel or commodity supplier, power purchase contract counterparty or generation or transmission facility operator. As of the date hereof, FMPA’s Material Suppliers are Florida Power & Light Company, Orlando Utilities Commission, Southern Power Company, Florida Gas Utilities, Kissimmee Utility Authority, Fort Pierce Utilities Authority and Keys Energy Services.

“Major Participants” means the All-Requirements Major Participants, the Stanton Major Participants, the Stanton II Major Participants, the St. Lucie Major Participants and the Tri-City Major Participants.

“MSRB” means the Municipal Securities Rulemaking Board.

“Official Statements” means, collectively, Preliminary and Final Official Statements, remarketing circulars or offering memoranda used in connection with the offering of Bonds. Official Statements may include such information by specific cross-reference, as expressly authorized by Rule 15c2-12.

“Preliminary Official Statement” means the version of the official statement prepared by or for an issuer of municipal securities for potential customers, as the same may be supplemented or amended, prior to the availability of the Final Official Statement that is “deemed final” for purposes of Rule 15c2-12. Rule 15c2-12(b)(1) requires an underwriter obtain and review a Preliminary Official Statement that the issuer deems to be “final” except for the omission of no more than the following information: “the offering prices, interest rates, selling compensation, aggregate principal amount, principal amount per maturity, delivery dates, any other terms or provisions required by an issuer of such securities to be specified in a competitive bid, ratings, other terms of the securities depending on such matters” (such as optional redemption call dates and prices and, in some cases, the determination of whether bonds will be secured by a bond insurance policy or other credit facility), “and the identity of the underwriter(s). In the event that such a preliminary official statement is not prepared for an offering of municipal securities and a Final Official Statement is prepared for such offering of municipal securities, references in these Disclosure Procedures to a Preliminary Official Statement will mean the Final Official Statement.

“Projects” means the All-Requirements Project, the Stanton Project, the Stanton II Project, the St. Lucie Project and the Tri-City Project.

“Rule 15c2-12” means Rule 15c2-12 promulgated by the Securities and Exchange Commission under the Securities Exchange Act of 1934, as amended, including any official interpretations thereof.

“Staff” means employees of FMPA.

“Stanton Project” means FMPA’s 14.8193% undivided ownership interest in the Stanton Energy Center Unit No. 1.

“Stanton Major Participants” means those participants in the Stanton Project each of which provided to FMPA at least 10.0% of the revenues from the Stanton Project for applicable fiscal year.

“Stanton II Project” means FMPA’s 23.2367% undivided ownership interest in the Stanton Energy Center Unit No. 2.

“Stanton II Major Participants” means those participants in the Stanton II Project each of which provided to FMPA at least 10.0% of the revenues from the Stanton II Project for applicable fiscal year.

“St. Lucie Project” means FMPA’s 8.806% undivided ownership interest St. Lucie Unit No. 2.

“St. Lucie Major Participants” means those participants in the St. Lucie Project each of which provided to FMPA at least 10.0% of the revenues from the St. Lucie Project for applicable fiscal year.

“Subject Matter Expert” has the meaning set forth in Section II.1.c.

“Tri-City Project” means FMPA’s 5.3012% undivided ownership interest in Stanton Unit No. 1.

“Tri-City Major Participants” means those participants in the Tri-City Project each of which provided to FMPA at least 10.0% of the revenues from the Tri-City Project for applicable fiscal year.

I. General and On-Going Disclosure Practices

1. The Board or the Executive Committee, as applicable, through approval of the documentation relating to individual financings, remarketing and refinancings and the review of the related agenda items and resolutions, delegates authority and responsibility with respect to individual financings, remarketing and refinancings to Authorized Officers and Authorized Signatories to prepare and distribute a Preliminary Official Statement and Final Official Statement, Annual Disclosure Filings and Event Notices and updates thereto in the case of securities subject to remarketing. All documentation relating to said financings will be prepared in accordance with these Disclosure Procedures and any Disclosure Document shall comply with any requirements contained in these Disclosure Procedures.

2. The Chief Financial Officer has overall responsibility for compliance with the Disclosure Procedures and for all Disclosure Documents and must give his or her written approval before their use. Correspondingly, all Disclosure Documents must be reviewed and approved in writing for use by the FMPA General Counsel or his or her designee. Any such approval may be evidenced by e-mail or other electronic communication. Either may seek the advice of outside counsel, acting in the capacity of FMPA’s Disclosure Counsel.

3. The Finance Staff and members of the FMPA General Counsel’s office with financial disclosure responsibilities, in consultation with FMPA’s Disclosure Counsel, shall

continually evaluate the adequacy of FMPA's financial disclosures and bring any recommendations for changes to the Chief Financial Officer and to FMPA General Counsel for discussion and resolution in accordance with Article VII hereof.

4. At least annually, the Debt Financing Team shall formally review FMPA's Disclosure Procedures and compliance therewith. A written report of this review will be presented to the FC at their next regularly scheduled meeting and the FC shall provide a report together with any recommendations to the General Manager. The General Manager shall provide a report to the Board and to the Executive Committee.

5. All unresolved differences of opinion between any Staff on any matters related to any of these procedures shall be decided by the General Manager.

II. Preliminary Official Statement and Final Official Statement Review and Disclosure Procedures Generally; Notice of Disclosure Obligations to Major Participants

1. The Chief Financial Officer, with the assistance of the Disclosure Working Group, shall timely identify those Staff who, for a particular financing, are appropriate to assist the Finance Staff in the preparation and review of the Preliminary Official Statement and Final Official Statement for each proposed financing. Bond Counsel, Disclosure Counsel, other legal counsel (as needed), underwriter(s), underwriter's counsel, financial advisors, Major Participants, Participants, Co-owners, Material Suppliers and any other individuals determined by the Disclosure Working Group to be necessary will also be called upon to assist in the preparation and review of the related Preliminary Official Statement and Final Official Statement. Any and all individuals outside the Debt Finance Team will be timely contacted in writing by a member of the Finance Staff and informed that their assistance will be needed for the preparation of the Preliminary Official Statement and Final Official Statement.

- a. The Staff, Major Participants, Participants, Co-owners and Material Suppliers shall be contacted as soon as reasonably practical in order to provide adequate time for such individuals to perform a thoughtful and critical review or to provide information to be used by the Disclosure Working Group to prepare or to draft those portions of the Preliminary Official Statement assigned to them and to allow the Disclosure Working Group to review the revised portions of the Preliminary Official Statement as needed.
- b. The written request for information shall provide that Staff must raise any item which could be material for inclusion in the Preliminary Official Statement and Final Official Statement, as applicable. The written request for information shall include, but not be limited to, the description of any item or event of which the Disclosure Working Group is aware which could be material for review by such individuals, departments, other necessary entities or other governmental officials and potential inclusion in the Disclosure Document.
- c. The Treasurer shall maintain or cause to be maintained an accurate log of all individuals, departments, Co-owners and Major Participants (each a "Subject Matter Expert") that were requested to review or draft information in connection with Preliminary Official Statement and Final Official Statement, including what sections

such individuals or entities listed above prepared, provided information to the Disclosure Working Group, drafted or reviewed and shall also be responsible for collecting all transmittal letters, certifications, and lists of sources for incorporation of such information into the records to be maintained by the Treasurer. Each Subject Matter Expert shall have confirmed in writing (which may be by email) to the Treasurer as of a date that is no more than two Business Days prior to the release of the Preliminary Official Statement and Final Official Statement, as applicable, that he or she has reviewed the sections of the Preliminary Official Statement and Final Official Statement, as applicable, for which he or she is responsible and that to his or her knowledge the sections are accurate and complete.

- d. The external Agency auditors should be apprised by the Treasurer or the Assistant Treasurer of the Agency's schedule for publishing such Preliminary Official Statements and Final Official Statements and shall be responsible for ensuring that the auditors have time to conduct any required review and sign-off on the drafts prior to their release for printing.

2. The members of the Disclosure Working Group shall review the Preliminary Official Statement drafts and the process by which the Preliminary Official Statement was developed to determine (and shall report to the Chief Financial Officer and FMPA General Counsel as to) whether, based on information known or reported to them, (a) the Disclosure Procedures were followed, (b) the material facts in the Preliminary Official Statement appear to be consistent with those known to the members of the Disclosure Working Group, and (c) the Preliminary Official Statement omits any material fact that is necessary to be included to prevent the Official Statement from being misleading to investors. The Chief Financial Officer and FMPA General Counsel shall take such action as may be necessary, based on feedback from the Disclosure Working Group, to enable the Disclosure Working Group to conclude that this Disclosure Procedures were followed and that the Preliminary Official Statement or the Final Official Statement, as applicable, is accurate and complete in all material respects.

3. At least one Business Day prior to the release of either the Preliminary Official Statement or the Final Official Statement, the Finance Staff shall provide a copy of the Preliminary Official Statement or the Final Official Statement, as applicable, to each of the Chief Financial Officer and FMPA General Counsel for their review and written sign-off. In addition, the Treasurer or the Assistant Treasurer shall send a copy of a substantially final copy of the Preliminary Official Statement and Final Official Statement to FMPA's external auditors, if required, in a timely manner for their review and comment and official sign-off.

4. The FMPA General Counsel and Chief Financial Officer, with assistance from the FMPA Assistant General Counsel, Bond Counsel and Disclosure Counsel shall hold due diligence sessions with the appropriate Staff and, if necessary, Major Participants, Participants, Co-owners and Material Suppliers, prior to the printing or posting of a preliminary Official Statement. The Underwriter and/or the Underwriter(s)' Counsel may also require a due diligence session. FMPA's session may if desired, be held coincidentally with the due diligence session of the Underwriter and/or Underwriter's Counsel.

5. Disclosure Counsel and/or underwriter's counsel shall provide written discussion topics or questions in the form of an agenda in advance of the due diligence session(s), to the extent practical, to permit all required Staff and, if necessary, the Major Participants, and, if necessary, Major Participants, Participants, Co-owners and Material Suppliers, as well as underwriters and their counsel, to prepare for the due diligence session(s) and to consider additional matters they deem material to the offering. The due diligence session(s) shall not be limited to the list of written topics or questions or other questions solely from Disclosure Counsel. Bond Counsel, FMPA's financial advisor, and, in the case of a negotiated transaction, the underwriters and underwriters' counsel shall participate in such due diligence session(s). Such due diligence session shall be held prior to the release of the Preliminary Official Statement so that the Disclosure Working Group and the Debt Financing Team are comfortable that such Preliminary Official Statement is in satisfactory form and does not contain any untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading and may be deemed final for purposes of Rule 15c2-12.

6. At the time of the sale of the Bonds a Final Official Statement shall be prepared and reviewed by the Chief Financial Officer, and the FMPA General Counsel, and any others in their opinions as may be required or considered prudent, to satisfy themselves that at the time of sale that such Official Statement is in satisfactory form and does not contain any untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading and has been prepared in compliance with the Disclosure Procedures.

7. Before the printing of any Official Statement the Chief Financial Officer and the FMPA General Counsel shall receive from individuals, as they deem necessary, written confirmations, by e-mail or otherwise, that such individuals know of no material litigation that has been filed (or threatened with a reasonable likelihood of being filed) against FMPA since the due diligence session(s) and know of no material change in financial or operating information that is required to be reflected in the Disclosure Document.

8. Bond Counsel and/or Disclosure Counsel may be invited to attend and/or participate in any FMPA presentations to rating agencies and investors. The Disclosure Working Group, Debt Financing Team and any others deemed necessary by the Chief Financial Officer and the FMPA General Counsel shall review the materials used in presentations, meetings and telephone conferences with rating agencies or investors for consistency with the appropriate Official Statement or appropriate current disclosure documentation. Appropriate written records of meetings and telephone conferences with rating agencies and investors will be kept by FMPA Assistant General Counsel or Finance Staff.

9. Promptly after the issuance of a series of Bonds subject to the requirements of Rule 15c2-12 and for which a Continuing Disclosure Agreement has been executed by FMPA, the Treasurer shall send notice to each of the Major Participants stating that (a) such participant has been determined to be a Major Participant with respect to one or more series of FMPA's Bonds; (b) FMPA has undertaken to provide certain annual operating and financial information with respect to such Major Participant not later than nine months after the end of FMPA's fiscal year; and (c) FMPA has also undertaken to provide notice of certain reportable events under Rule

15c2-12 with respect to such Major Participant and notice of any such event are required to be filed on EMMA within ten Business Days of the occurrence of such event. A form of such notice is attached hereto as Appendix B.

III. The Annual Disclosure Filing (Rule 15c2-12), Additional Disclosure and Website

B. Annual Disclosure Filing

1. The Assistant Treasurer, Debt or such person as may be designated by the Chief Financial Officer in conjunction with Finance Staff, shall by no later than March 1 of each calendar year (a) compile and maintain (and update after every issuance or unscheduled payment of principal or defeasance of Bonds) a list of all financial information and operating data for the Major Participants required to be filed with the MSRB pursuant to each of the Continuing Disclosure Agreements; (b) distribute a written request for the Annual Major Participant Financial Information from each Major Participant, including that they notify FMPA if they have learned of any fact that they consider could be material, and a deadline for the submission of such Annual Major Participant Financial Information to the Assistant Treasurer, Debt or such person as may be designated by the Chief Financial Officer that will afford sufficient time for review by the Assistant Treasurer, Debt and the approvals required by these Disclosure Procedures. Upon receipt of such information, Finance Staff shall review information submitted to ensure that it is complete and to determine, with the assistance of the Chief Financial Officer, FMPA General Counsel, FMPA Assistant General Counsel and/or Disclosure Counsel as applicable, if any narrative is needed to avoid misunderstanding and to assist the reader in understanding the presentation of financial information and operating data concerning, and in judging the financial condition of, the Major Participants.

2. The Assistant Treasurer, Debt or such person as may be designated by the Chief Financial Officer in conjunction with Finance Staff, shall by no later than March 1 of each calendar year distribute a written request for the Annual Agency Financial Information from Staff, which written request may include information which may be needed from Co-owners and Material Suppliers and include a reminder that they notify the Chief Financial Officer if they have learned of any fact that they consider could be material, and a deadline for the submission of such Annual Agency Financial Information to the Assistant Treasurer, Debt or such person as may be designated by the Chief Financial Officer that will afford sufficient time for review by the Assistant Treasurer, Debt and the approvals required by these Disclosure Procedures. Upon receipt of such information, Finance Staff shall review said information to ensure that it is complete and to determine, with the assistance of the Chief Financial Officer, FMPA General Counsel, FMPA Assistant General Counsel and/or Disclosure Counsel as applicable, if any narrative is needed to avoid misunderstanding and to assist the reader in understanding the presentation of financial information and operating data concerning, and in judging the financial condition of, the Agency.

3. The Annual Disclosure Filing, pursuant to FMPA's Continuing Disclosure Agreements, shall be filed by the Treasurer or Assistant Treasurer by no later than June 30th of each year. The Annual Disclosure Filing shall be filed on EMMA in accordance with FMPA's Continuing Disclosure Agreements under Rule 15c2-12. The Treasurer or Assistant Treasurer shall exercise reasonable care to file the Annual Disclosure Filing in the format and with the

identifying information required by the Continuing Disclosure Agreements, including CUSIP numbers for the applicable Bonds. The Treasurer shall advise the Board and Executive Committee of the date on which the Annual Disclosure Filing was made and whether it was complete or whether additional filings will need to be made for any information that was not available on or before June 30th.

4. If any financial information or operating data of FMPA or any Major Participant is not available by June 30th, a notice of failure to timely file shall be submitted to EMMA on or before June 30th. The financial information or operating data of FMPA shall be filed within ten business days of when such information becomes available and the financial information or operating data of any Major Participant shall be filed by FMPA within ten business days of when FMPA actually receives the information from such Major Participant and has ascertained that it is complete and determined that additional narrative or changes in narrative are not needed to avoid misunderstanding and of assistance to the reader in understanding the presentation and its meaning.

C. Event Notices

1. Identification and Monitoring of Reportable Events for FMPA. (a) The Treasurer shall maintain a list of events of which FMPA is required to monitor and to provide notice to the MSRB pursuant to the Continuing Disclosure Agreements. The Treasurer (with the assistance of members of the Disclosure Working Group for Official Statements) shall (a) identify the Staff of FMPA who are most likely to first obtain knowledge of the occurrence of such events and (b) request in writing that they notify the Treasurer immediately after learning of any such event, regardless of materiality, and repeat such request in a monthly reminder.

(b) If it is not clear if the occurrence of an event constitutes one of the events for which notice is required to be given pursuant to the Continuing Disclosure Agreements, then the Treasurer shall consult with the Chief Financial Officer and FMPA Assistant General Counsel to determine, with the assistance of Disclosure Counsel if needed, whether FMPA is required to file a notice concerning such event.

2. Identification and Monitoring of Reportable Events for Major Participants. (a) The Treasurer shall maintain a list of reportable events for the Major Participants which FMPA is required to monitor and to provide notice to the MSRB pursuant to its Continuing Disclosure Agreements. The Treasurer (with the assistance of members of the Disclosure Working Group for Official Statements) shall (i) identify a person at each Major Participant who shall be responsible for obtaining knowledge of the occurrence of such events and shall not less frequently than monthly confirm in writing to the Treasurer whether any such events have occurred and notify the Treasurer immediately after learning of any such event, regardless of materiality. In the event that the Treasurer does not receive a confirmation from the Major Participant as required, the Treasurer or his designee shall make a request in writing.

(b) If it is not clear if the occurrence of an event constitutes one of the events for which notice is required to be given pursuant to the Continuing Disclosure Agreements, then the Treasurer shall consult with the Chief Financial Officer and FMPA Assistant General Counsel to

determine, with the assistance of Disclosure Counsel, if needed, whether FMPA is required to file a notice concerning such event.

3. **Preparation of Event Notice.** The Chief Financial Officer and FMPA General Counsel shall (a) assess whether notice of any reported event must be given and if a materiality determination needs to be made in order to make this assessment and if a materiality determination needs to be made shall make this determination with the assistance of Disclosure Counsel and (x) if notice of the event must be given, then the Treasurer shall prepare an Event Notice giving notice of the event and forward the draft Event Notice to the Chief Financial Officer, the FMPA General Counsel and Disclosure Counsel for their review or (y) if no notice of the event must be given, then the Treasurer will prepare a brief memo to the file explaining the event and the reason that the event was determined to not be material.

4. The Chief Financial Officer, FMPA General Counsel and Disclosure Counsel shall promptly review and approve or comment on the Event Notice described in paragraph 2(a)(x) above. The Treasurer shall incorporate such comments into the Event Notice to be filed with EMMA. The Disclosure Officers shall not file the Event Notice Statement until it is approved by the Chief Financial Officer and FMPA General Counsel, unless such approval has not been received by the applicable Continuing Disclosure Agreement filing deadline.

5. The Treasurer or Assistant Treasurer, Debt shall file the Event Notice with the MSRB through EMMA by the deadline established by the Continuing Disclosure Agreements or, if the facts cannot be correctly and fairly described by the deadline, then as soon thereafter as possible. The Treasurer or Assistant Treasurer shall exercise reasonable care to file the Event Notice in the format and with the identifying information required by the Continuing Disclosure Agreements, including CUSIP numbers for the applicable Bonds.

6. The Treasurer or Assistant Treasurer, Debt shall maintain a file of the actions taken to report each event, and prepare, check, and approve the notice of the event, including the approvals of the Chief Financial Officer and FMPA General Counsel, if obtained, and include a list of the event notices filed in the annual report to the FC.

D. Additional Disclosures and Website

1. **Additional Disclosures.** (a) During the course of the year, and during periods when no bonds are being issued, it still is necessary to determine if there are any events which may warrant making a voluntary disclosure statement to investors.

(b) The Disclosure Working Group, with advice from Disclosure Counsel, shall periodically determine whether changes in financial results of operation or condition from the prior year, or any event or fact reported pursuant to Section III.B.1(b) above for which it was determined that it was not an event for which notice was required to be given, would, if disclosed on EMMA, materially change the total mix of information about FMPA that is available to investors on EMMA. If it would, a voluntary disclosure statement disclosing such results, event, or fact shall be prepared and reviewed by Disclosure Counsel. Such voluntary disclosure statement shall be forwarded to the Disclosure Working Group, Chief Financial Officer and FMPA General Counsel for review and comment. The voluntary disclosure statement shall be submitted to the Chief Financial Officer and FMPA General Counsel for final approval.

(c) After any such voluntary disclosure statement is approved by the Chief Financial Officer and FMPA General Counsel, the Treasurer or Assistant Treasurer, Debt shall file the voluntary disclosure statement with the MSRB through EMMA. The Treasurer or Assistant Treasurer, Debt shall exercise reasonable care to file the voluntary disclosure statement with identifying information that includes all relevant CUSIP numbers. Such voluntary disclosure statement shall also be posted to the appropriate section of FMPA's website.

2. **Website.** (a) Finance Staff shall review, or cause to be reviewed, the "Investors" section of the FMPA website at least annually to confirm that it is up to date and accurate and shall confirm in writing (which may be by email) to the Chief Financial Officer that such review has been performed. Such review of the "Investors" section should be to ensure that (a) material information that is no longer up to date is removed from the website or moved to a clearly labeled archives page; (b) all material financial and operating data is presented as of a specific date with appropriate disclaimers as to the currency of the data; (c) no material forward-looking statements (projections, forecasts, etc.) are included unless they are based on reasonable assumptions and are accompanied by a description of the substantial risks to achieving the forecasted results; and (d) the material information presented is consistent with the knowledge of such persons and not internally inconsistent.

(b) Visitors to the "Investors" section of the FMPA website shall be required to review and acknowledge a disclaimer prior to accessing any information. The website disclaimer should be reviewed by FMPA Assistant General Counsel at least annually to ensure that it reflects current market standards and practices.

IV. Role of Disclosure Counsel

FMPA will require Disclosure Counsel to perform the following:

- a. review and comment on FMPA's Disclosure Documents,
- b. coordinate the due diligence process in the manner provided above,
- c. review presentations and, if requested, attend and/or participate in rating agency or investor presentations, meetings and telephone conferences related to FMPA's bonds, notes and other securities,
- d. advise FMPA regarding:
 - (1) specific disclosure issues relating to FMPA's financial operations, operating performance, energy supply and future capital needs and capital program development, including funding, progress and problems raised or identified by Finance Staff to Disclosure Counsel or discovered by Disclosure Counsel in the course of performing its duties generally,
 - (2) standards of disclosure under applicable securities laws,
 - (3) adequacy of FMPA's disclosure in any Disclosure Document,

- (4) completeness and clarity of the information provided by the Participants, Co-owners and Material Suppliers in any Disclosure Document, and
 - (5) other matters as directed by FMPA.
- e. interface with the Chief Financial Officer and FMPA General Counsel and others on the Debt Financing Team with respect to any Disclosure Document,
- f. provide a securities law opinion for each financing transaction,
- g. participate in the preparation, review and approval of the Annual Disclosure Filing, Event Notices and voluntary disclosures as requested, and
- h. conduct periodic training of Staff, Board members and Executive Committee members on these Disclosure Procedures as required hereunder or as may be requested from time to time by the General Manager, FMPA General Counsel or Chief Financial Officer.

While Disclosure Counsel will be required to perform certain duties and assist FMPA, FMPA as an issuer of Bonds may not transfer its primary responsibility and potential liability for disclosure to outside counsel or consultants.

V. Disclosure Practices Training

Training for Board members, Executive Committee members, and Staff shall be conducted by Disclosure Counsel. It is intended that this training shall assist these individuals in (1) understanding their responsibilities; (2) identifying significant items which may need to be included in the Disclosure Documents; and (3) reporting issues and concerns relating to disclosure. A refresher training program shall be conducted not less than annually for Staff and any new Board and Executive Committee Members and once every three years for carryover Board and Executive Committee Members; provided that such training may occur more frequently if necessary to address any material changes in law or these Disclosure Procedures.

2. Board Members and Executive Committee Members, including alternates

- a. Board members and Executive Committee members shall be advised of their disclosure responsibilities and the extent they may delegate to and rely on Staff's preparation of Disclosure Documents.
- b. Board members and Executive Committee members shall be advised of their fiduciary duties under state law.
- c. Alternate members shall be included as determined by the General Manager in consultation with the FMPA General Counsel.

3. Staff

- a. Staff with responsibility for collecting, preparing or reviewing information that is provided for inclusion in a Disclosure Document or for certifying or confirming its accuracy in accordance with these Disclosure Procedures, and those persons responsible for executing them, shall attend disclosure training sessions.
- b. The determination as to whether or not a class of employees shall receive such training shall be made by the FMPA General Counsel and Chief Financial Officer in consultation with Disclosure Counsel and each other.

VI. Disclosure-Related Document Retention Practices

The following documents shall be maintained by Finance Staff for the later of ten years or the period of time required by FMPA's records management or records retention program:

- Annual Continuing Disclosure Filings,
- Bond Issue Bound Books or CD-ROMs containing bond issue documents,
- Bond Issue Executed Documents,
- Disclosure Documents,
- Investor Materials,
- Financial Statements related to bonds,
- Note Issue Bound Books or CD-ROMs containing note issue document,
- Note Issue Executed Documents,
- Rating Agency Presentation Materials,
- Records of all disclosure activities, including but not limited to telephone calls, emails and inquiries from investors and the associated response materials,
- Annual Financial Statements Audited by Outside Auditing Firm and unaudited quarterly financial statements,
- Records of FMPA's compliance with these Disclosure Procedures,
- Information received from Participants, Co-owners and Material Suppliers, and
- Any materials not already identified above prepared and used in satisfaction of FMPA's Continuing Disclosure obligations.

VII. General Principles Relating to Disclosure

1. Each person participating in the disclosure process shall be responsible for raising potential disclosure items at all times in the process.

2. Each person participating in the disclosure process should raise any issue regarding disclosure with the Chief Financial Officer and the FMPA General Counsel at any time and if not satisfied with actions taken by the Chief Financial Officer and the FMPA General Counsel should raise the issue with FMPA's General Manager.

3. Recommendations for improvement or amendment of these Disclosure Procedures shall be solicited from the Disclosure Working Group and the FC and considered by the Debt Finance Team annually and if revision is deemed to be appropriate will be reviewed by the Chief Financial Officer and FMPA General Counsel in consultation with Disclosure Counsel before submittal to any of the Agency's governing bodies for approval.

4. The process of revising and updating Disclosure Documents should not be viewed as mechanical insertions of more current information; everyone involved in the process should consider the need for revisions in the form and content of the sections for which they are responsible.

VIII. Amendments and Updates; Miscellaneous

1. **Internal Use Only.** The Disclosure Procedures are intended for the internal use of the FMPA only and is not intended to establish any duties in favor of or rights of any person other than FMPA.

2. **Departure from Procedures.** The officers and employees charged by these Disclosure Procedures with performing or refraining from any action may depart from these Disclosure Procedures when the Chief Financial Officer or the General Manager and the FMPA General Counsel in good faith determine that such departure is in the best interests of FMPA and consistent with the duties of the FMPA under federal and state securities laws. The Board and the Executive Committee will be notified within three (3) business days after any such departure from these Disclosure Procedures.

3. **Periodic Review.** The Disclosure Procedures shall be reviewed annually by the Debt Financing Team. In addition, at any time all officers and employees of FMPA are invited and encouraged to make recommendations for changes to these Disclosure Procedures so that it fosters better compliance with applicable law, results in better information to investors, or makes the procedures required by these Disclosure Procedures more efficient.

4. **Recommendations for Change.** Following receipt of any such recommendation, the Chief Financial Officer shall give his or her advice regarding the recommendation to the Disclosure Working Group and to FMPA General Counsel and Disclosure Counsel who shall consider the recommendation and advice, determine whether to propose a formal change to these Disclosure Procedures, and submit such proposal to the General Manager for determination as to whether to bring such changes to Board and Executive Committee for approval. The FC shall review and approve any proposed changes to these Disclosure Procedures prior to their submission to the Board and Executive Committee for approval.

Appendix A

[Attach copy of a recent Continuing Disclosure Agreement]

FLORIDA MUNICIPAL POWER AGENCY
ALL-REQUIREMENTS POWER SUPPLY PROJECT
REFUNDING REVENUE BONDS, SERIES 2018A

CONTINUING DISCLOSURE AGREEMENT

THIS AGREEMENT, dated July 12, 2018, is made by and between the Agency and the Trustee, each as defined below in Section 1.

In order to permit the Underwriters to comply with the provisions of Rule 15c2-12 in connection with the public offering of the Bonds, the parties hereto, in consideration of the mutual covenants herein contained and other good and lawful consideration, hereby agree, for the sole and exclusive benefit of the Holders of the Bonds, as follows:

Section 1. Definitions; Rules of Construction.

(i) Capitalized terms used but not defined herein shall have the respective meanings ascribed to them in the Resolutions.

“Agency” shall mean Florida Municipal Power Agency, a governmental legal entity created pursuant to the laws of the State of Florida.

“Annual Agency Financial Information” shall mean the information specified in Section 3(i) hereof.

“Annual Financial Information” shall mean the Annual Major Participant Financial Information and Annual Agency Financial Information, collectively.

“Annual Major Participant Financial Information” shall mean the information specified in Section 3(ii) hereof.

“Audited Financial Statements” shall mean the Audited Agency Financial Statements and the Audited Major Participant Financial Statements.

“Audited Agency Financial Statements” shall mean the annual financial statements of the Agency, audited by such auditors as shall then be required or permitted by State law or the Resolutions. Audited Agency Financial Statements shall be prepared in accordance with GAAP; provided, however, that the Agency may, from time to time, if required by federal or State legal requirements, modify the accounting principles to be followed in preparing its financial statements.

“Audited Major Participant Financial Statements” shall mean the annual financial statements of each Major Participant audited by such auditors as shall then be required or permitted by State law. Audited Major Participant Financial Statements shall be prepared in accordance with GAAP; provided, however, that Major Participants may, from time to time, if required, by federal or State legal requirements, or otherwise, modify the accounting principles to be followed in preparing its financial statements.

“Bonds” shall mean the Agency’s All-Requirements Power Supply Project Refunding Revenue Bonds, Series 2018A.

“EMMA” shall mean the Electronic Municipal Market Access system, the electronic format information repository to the MSRB, created in accordance with certain amendments to Rule 15c2-12 under the Securities Exchange Act of 1934, as amended, or its successor.

“GAAP” shall mean generally accepted accounting principles as in effect from time to time in the United States.

“Holder” shall mean any registered owner of Bonds, and, for purposes of Section 5 of this Agreement only, if registered in the name of DTC (or a nominee thereof) or in the name of any other entity (or a nominee thereof) that acts as a “clearing corporation” within the meaning of the New York Uniform Commercial Code and is a “clearing agency” registered pursuant to the provisions of Section 17A of the Securities Exchange Act of 1934, as amended, any beneficial owner of Bonds.

“Major Participants” shall mean, individually or collectively as the context requires, each Participant which shall have a Participant’s Share and each Participant or other unit of local government which pursuant to the Power Sales Contracts or otherwise shall have and/or shall have assumed (by agreement or by operation of law) the obligations of one or more Participants under the Power Sales Contracts to the extent of an aggregate Participant’s Share in excess of 10%. The Major Participants currently are the City of Jacksonville Beach, the Utility Board of the City of Key West, the Kissimmee Utility Authority and the City of Ocala.

“MSRB” shall mean the Municipal Securities Rulemaking Board established in accordance with the provisions of Section 15B(b)(1) of the Securities Exchange Act of 1934.

“Participants” shall mean City of Bushnell, City of Clewiston, City of Fort Meade, Town of Havana, City of Green Cove Springs, City of Jacksonville Beach, City of Leesburg, City of Ocala, Utility Board of the City of Key West, Kissimmee Utility Authority, City of Lake Worth, City of Newberry, City of Starke, City of Vero Beach and Fort Pierce Utilities Authority.

“Participant’s Share” shall mean the Participant’s prior years kWh purchases from the All-Requirements Power Supply Project.

“Resolutions” shall mean the All-Requirements Power Supply Revenue Bond Resolution, adopted on March 22, 1985, as amended and restated in its entirety on May 23, 2003, as amended and supplemented, including as supplemented by the Series 2018A Supplemental All-Requirements Power Supply Revenue Bond Resolution (Fixed Rate Bonds) adopted on June 14, 2018.

“Rule 15c2-12” shall mean Rule 15c2-12 (as amended through the date of this Agreement) under the Securities Exchange Act of 1934, as amended, including any official interpretations thereof promulgated on or prior to the effective date hereof.

“State” shall mean the State of Florida.

“Trustee” shall mean TD Bank, National Association, Cherry Hill, New Jersey, or any successor trustee under the Resolution.

“Unaudited Agency Financial Statements” shall mean the same as Audited Agency Financial Statements except that they shall not have been audited.

“Unaudited Major Participant Financial Statements” shall mean the same as Audited Major Participant Financial Statements except that they shall not have been audited.

“Underwriters” shall mean the underwriter or underwriters that have contracted to purchase the Bonds from the Agency upon initial issuance.

(ii) Unless the context clearly indicates to the contrary, the following rules shall apply to the construction of this Agreement:

(a) Words importing the singular number shall include the plural number and vice versa.

(b) Any reference herein to a particular Section or subsection without further reference to a particular document or provision of law or regulation is a reference to a Section or subsection of this Agreement.

(c) The captions and headings herein are solely for convenience of reference and shall not constitute a part of this Agreement nor shall they affect its meaning, construction or effect.

Section 2. Obligation to Provide Continuing Disclosure.

(i) The Agency hereby undertakes, for the benefit of Holders of the Bonds, to provide or cause to be provided:

(a) to the MSRB through its EMMA system, no later than nine months after the end of each fiscal year, commencing with the fiscal year ending September 30, 2017, the Annual Financial Information relating to such fiscal year;

(b) if not submitted as part of the Annual Financial Information, to the MSRB through its EMMA system, not later than nine months after the end of each fiscal year commencing with the fiscal year ending September 30, 2017, (1) Audited Agency Financial Statements for such fiscal year when and if they become available and, if such Audited Agency Financial Statements are not available on the date which is nine months after the end of a fiscal year, the Unaudited Agency Financial Statements for such fiscal year and (2) Audited Major Participant Financial Statements for such fiscal year when and if they become available and, if such Audited Major Participant Financial Statements are not available on the date which is nine months after the end of a fiscal year, the Unaudited Major Participation Financial Statements for such fiscal year; provided, however, in the case of Audited Major Participant Financial Statements, that the same can practicably be obtained by the Agency;

(c) to EMMA, notice of the occurrence of any of the following events with respect to the Bonds in a timely manner not more than ten (10) Business Days after the event:

1. principal and interest payment delinquencies;
2. non-payment related defaults, if material;
3. unscheduled draws on debt service reserves reflecting financial difficulties;
4. unscheduled draws on credit enhancements reflecting financial difficulties;
5. substitution of credit or liquidity providers, or their failure to perform;
6. adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB) or other material notices or determinations with respect to the tax status of the Bonds, or other material events affecting the tax status of the Bonds;
7. modifications to the rights of Bondholders, if material;
8. bond calls, if material, and tender offers;
9. defeasances;
10. release, substitution, or sale of property securing repayment of the Bonds, if material;
11. rating changes;
12. bankruptcy, insolvency, receivership or similar proceedings of the Agency or a Major Participant;
13. the consummation of a merger, consolidation, or acquisition, or the sale of all or substantially all of the assets of the Agency or a Major Participant, other than in the ordinary course of business, the entry into a definitive agreement to undertake such action or the

termination of a definitive agreement relating to such actions, other than pursuant to its terms, if material; and

14. appointment of a successor trustee or additional trustee or the change of name of a trustee, if material.

(d) to EMMA, in a timely manner, notice of a failure to provide any Annual Financial Information required by clause (i)(a) of this Section 2.

(ii) The Agency may satisfy its obligations hereunder by filing any notice, document or information with the MSRB through its EMMA system, to the extent permitted or required by the SEC.

(iii) Other Information. Nothing herein shall be deemed to prevent the Agency from disseminating any other information in addition to that required hereby in the manner set forth herein or in any other manner. If the Agency should disseminate any such additional information, the Agency shall not have any obligation hereunder to update such information or to include it in any future materials disseminated hereunder.

(iv) Disclaimer. The Agency and the Trustee shall be obligated to perform only those duties expressly provided for such entity in this Agreement, and neither of the foregoing shall be under any obligation to the Holders or other parties hereto to perform, or monitor the performance of, any duties of the other party.

Section 3. Annual Financial Information.

- (i) The required Annual Agency Financial Information shall consist of the following:

(A) financial and operating data relating to the Agency's All-Requirements Power Supply Project consisting of: (1) a description of the Agency's All-Requirements Power Supply Project; (2) information of the type included in the table captioned "Historical Capacity Requirements and Resources" under the heading "THE PROJECT" in the Official Statement for the three most recently completed fiscal years; (3) historical operating results for the All-Requirements Power Supply Project for the three most recently completed fiscal years, including net sales to cities and net power costs; and (4) information concerning the Agency's debt service requirements for the All-Requirements Power Supply Project;

(B) a presentation of the Agency's financial results in accordance with GAAP for the two most recent completed fiscal years for which that information is then currently available;

(C) material litigation related to any of the foregoing; together with

(D) such narrative explanation as may be necessary to avoid misunderstanding and to assist the reader in understanding the presentation of financial information and operating data concerning, and in judging the financial condition of, the Agency.

(ii) The required Annual Major Participant Financial Information shall consist of the following:

(A) financial and operating data consisting of: (1) the information of the type contained in Appendix B to the Official Statement, other than the information contained under the headings “General”; (2) information concerning sales of electric services, customers, and non-coincident peak demand; and (3) a presentation of the Major Participants’ information concerning historical net energy requirements and peak demand;

(B) material litigation related to any of the foregoing; together with

(C) such narrative explanation as may be necessary to avoid misunderstanding and to assist the reader in understanding the presentation of financial information and operating data concerning, and in judging the financial condition of, the Major Participants.

The type of financial information and operating data relating to the Agency described in Sections 3(i)(A), (B) and (C) is currently included in the Official Statement dated June 26, 2018 and relating to the Bonds under the headings “DEBT SERVICE REQUIREMENTS”, “THE PROJECT” and “LITIGATION”. The type of financial information and operating data relating to the Major Participants described in Sections 3(ii)(A), (B) and (C) is currently included in the Official Statement dated June 26, 2018 under the headings “THE PROJECT PARTICIPANTS”, APPENDIX A – “MEMBER PARTICIPATION IN FMPA PROJECTS” and APPENDIX B – “THE MAJOR PARTICIPANTS”. The requirements contained in this section are intended to set forth a general description of the type of financial information and operating data to be provided; such descriptions are not intended to state more than general categories of financial information and operating data; and where the provisions of clause (i) call for information that no longer can be generated because the operations to which it related have been materially changed or discontinued, a statement to that effect shall be provided.

All or any portion of the Annual Financial Information may be incorporated therein by cross reference to any other documents which have been filed with (i) the MSRB through its EMMA system or (ii) the Securities and Exchange Commission; provided, however, that if the document is an official statement, it shall have been filed with the MSRB and need not have been filed elsewhere.

Annual Financial Information for any fiscal year containing any modified operating data or financial information (as contemplated by Section 7 hereof) for each such fiscal year shall explain, in narrative form, the reasons for such modification and the effect of such modification on the Annual Financial Information being provided for such fiscal year. If a change in accounting principles is included in any such modification, such Annual Financial Information shall present a comparison between the financial statements or information prepared on the basis of the modified accounting principles and those prepared on the basis of the former accounting principles. Such comparison shall include a qualitative discussion of the differences in the accounting principles and the impact of the change in the accounting principles on the presentation of the financial information. To the extent feasible, such comparison shall also be

quantitative. A notice of any such change in accounting principles shall be sent to the MSRB through its EMMA system.

Information From Major Participants. The Agency agrees to request, obtain and provide, pursuant to the All-Requirements Power Supply Project Contracts or otherwise, Annual Major Participant Financial Information, Audited Major Participant Financial Statements, and information relating to any change in fiscal year and the basis on which audited financial statements are prepared, from time to time and in sufficient time to permit the Agency to comply with the provisions of this Agreement, and shall enforce such provisions of this Agreement; the failure of any Major Participant to furnish any such requested information or data shall not excuse the performance by the Agency of any of its obligations under this Agreement. Under the All-Requirements Power Supply Project Contracts, the Participants are required to furnish to the Agency, upon request all information, financial statements and other documents as shall be reasonably necessary in connection with the financing of the All-Requirements Power Supply Project.

Section 4. Financial Statements. The Audited Financial Statements for each fiscal year shall be prepared in accordance with GAAP as in effect from time to time. Such financial statements shall be audited by an independent accounting firm.

All or any portion of the Audited or Unaudited Financial Statements may be incorporated therein by specific reference to any other documents which have been filed with (i) the MSRB through its EMMA system or (ii) the Securities and Exchange Commission; provided, however, that if the document is an official statement, it shall have been filed with the MSRB and need not have been filed elsewhere.

Section 5. Remedies. If the Agency shall fail to comply with any provision of this Agreement, then the Trustee or any Holder of Bonds may enforce, for the equal benefit and protection of all Holders similarly situated, by mandamus or other suit or proceeding at law or in equity, this Agreement against the Agency and any of its officers, agents and employees, and may compel the Agency or any of its officers, agents or employees to perform and carry out their duties under this Agreement; provided that the sole and exclusive remedy for breach of this Agreement shall be an action to compel specific performance of the obligations of the Agency hereunder and no person or entity shall be entitled to recover monetary damages hereunder under any circumstances, and, provided further, that any challenge to the adequacy of any information provided pursuant to Section 2 shall be brought only by the Trustee or the Holders of 25% in aggregate principal amount of the Bonds at the time outstanding which are affected thereby. Failure to comply with any provision of this Agreement shall not constitute a default under the Resolutions nor give right to the Trustee or any Holder to exercise any of the remedies under the Resolutions.

Section 6. Parties in Interest. This Agreement is executed and delivered solely for the benefit of the Holders of the Bonds which, for the purposes of Section 5, include those beneficial owners of Bonds specified in the definition of Holder set forth in Section 1. For the purposes of such Section 5, such beneficial owners of Bonds shall be third-party beneficiaries of this Agreement. No person other than those described in Section 5 shall have any right to enforce the provisions hereof or any other rights hereunder.

Section 7. Amendments. Without the consent of any Holders (except to the extent expressly provided below), the Agency and the Trustee at any time and from time to time may enter into any amendments or changes to this Agreement for any of the following purposes:

(i) to comply with or conform to Rule 15c2-12 or any amendments thereto or authoritative interpretations thereof by the Securities and Exchange Commission or its staff (whether required or optional) which are applicable to the Agreement;

(ii) to add a dissemination agent for the information required to be provided hereby and to make any necessary or desirable provisions with respect thereto;

(iii) to evidence the succession of another person to the Agency and the assumption by any such successor of the covenants of the Agency hereunder;

(iv) to add to the covenants of the Agency for the benefit of the Holders, or to surrender any right or power herein conferred upon the Agency; or

(v) for any other purpose as a result of a change in circumstances that arises from a change in legal requirements, change in law, or change in the identity, nature, or status of the Agency, or type of business conducted; provided that (1) the Agreement, as amended, would have complied with the requirements of Rule 15c2-12 at the time of the offering of the Bonds, after taking into account any amendments or authoritative interpretations of Rule 15c2-12, as well as any change in circumstances, (2) the amendment or change either (a) does not materially impair the interests of Holders, as determined by bond counsel or (b) is approved by the vote or consent of Holders of a majority in outstanding principal amount of the Bonds affected thereby at or prior to the time of such amendment or change and (3) the Trustee receives an opinion of bond counsel that such amendment is authorized or permitted by this Agreement.

Section 8. Termination. This Agreement shall remain in full force and effect until such time as all principal, redemption premiums, if any, and interest on the Bonds shall have been paid in full or legally defeased pursuant to the Resolutions (a “Legal Defeasance”); *provided, however,* that if Rule 15c2-12 (or successor provision) shall be amended, modified or changed so that all or any part of the information currently required to be provided thereunder shall no longer be required to be provided thereunder, then such information shall no longer be required to be provided hereunder; and *provided, further, that* if and to the extent Rule 15c2-12 (or successor provision), or any provision thereof shall be declared by a court of competent and final jurisdiction to be, in whole or in part, invalid, unconstitutional, null and void, or otherwise inapplicable to the Bonds, then the information required to be provided hereunder, insofar as it was required to be provided by a provision of Rule 15c2-12 so declared, shall no longer be required to be provided hereunder. Upon any Legal Defeasance, the Agency shall provide notice of such defeasance to the MSRB through its EMMA system. Such notice shall state whether the Bonds have been defeased to maturity or to redemption and the timing of such maturity or redemption. Upon any other termination pursuant to this Section 8, the Agency shall provide notice of such termination to the MSRB through its EMMA system.

Section 9. The Trustee.

(i) Except as otherwise set forth herein, this Agreement shall not create any obligation or duty on the part of the Trustee and the Trustee shall not be subject to any liability hereunder for acting or failing to act as the case may be.

(ii) The Agency shall indemnify and hold harmless the Trustee in connection with this Agreement, to the same extent provided in the Resolutions for matters arising thereunder.

Section 10. Governing Law. This Agreement shall be governed by the laws of the State of Florida determined without regard to principles of conflict of law.

Section 11. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be an original, but which together shall constitute one and the same Agreement.

[Remainder of page intentionally left blank; signatures appear on following page]

IN WITNESS WHEREOF, the undersigned have duly authorized, executed and delivered this Agreement as of the date first above written.

FLORIDA MUNICIPAL POWER AGENCY

By: _____

Name: Jacob Williams

Title: General Manager and CEO

TD BANK, NATIONAL ASSOCIATION,
as Trustee

By: _____

Name: David C. Leondi

Title: Vice President

Appendix B

Form of Notice to Major Participants

Date: [_____, ____]

TO: [Name, Title]
[Name of Project Participant] (the “_____”)

FROM: [Name, Title]
Florida Municipal Power Agency, on behalf of the [_____] Project

RE: Continuing Disclosure Agreement, dated as of [_____, ____], by and between Florida Municipal Power Agency, on behalf of the [_____] Project (the “Agency”) and [_____] as trustee (the “Trustee”) (as amended, modified, or supplemented from time to time, the “Continuing Disclosure Agreement”)

DATE: [_____, ____]

On [_____, ____], the Agency issued \$_____ in aggregate principal amount of its [Name of Bonds], Series _____ (the “Bonds”) for the [Name of Project] (the “Project”). In connection with the issuance of the Bonds, the Agency entered into a Continuing Disclosure Agreement which, among other things, requires the Agency to obtain and to provide or cause to be provided to the Municipal Securities Rulemaking Board through its Electronic Municipal Market Access system (“EMMA”) certain information about each of the participants in the Project which provide to FMPA at least 10.0% of the revenues for such Project in a fiscal year (each, a “Major Participant”). You are receiving this notice because as of the date hereof, the [Name of Participant] has been determined to be a Major Participant under the terms of the Continuing Disclosure Agreement.

As a Major Participant, you will need to submit the following information to FMPA:

- (1) operating and financial information annually not later than [June 1]:¹
 - (A) financial and operating data consisting of: (1) the information of the type contained in Appendix B to the Official Statement (a copy of which is attached hereto), other than the information contained under the headings “General”; (2) information concerning sales of electric services, customers, and non-coincident peak demand; and (3) a presentation of the information concerning historical net energy requirements and peak demand;
 - (B) material litigation related to any of the foregoing; together with
 - (C) such narrative explanation as may be necessary to avoid misunderstanding and to assist the reader in understanding the presentation of financial information and operating

¹The Agency is required to file the information on EMMA not later than nine months after the end of each fiscal year which is June 30.

data concerning, and in judging the financial condition of [Name of Participant]; and

(2) notice of the following events immediately upon their occurrence²:

(A) bankruptcy, insolvency, receivership or similar event of a Major Participant;

(B) the incurrence of a Financial Obligation (as defined below) of the Major Participant, if material, or agreement as to covenants, events of default, remedies, priority rights, or other similar terms of a Financial Obligation of the Major Participant, any of which affect holders of the Bonds, if material; and

(C) a default, event of acceleration, termination event, modification of terms, or other similar events under the terms of a Financial Obligation of the Major Participant, any of which reflect financial difficulties.

“Financial Obligation” (i) means a: (A) debt obligation; (B) derivative instrument entered into in connection with, or pledged as security or a source of payment for, an existing or planned debt obligation; or (C) guarantee of (A) or (B), but (ii) does not include municipal securities as to which a final official statement has been provided to the MSRB consistent with Rule 15c2-12.

For purposes of determining whether an obligation of the Commission is a “financial obligation” as defined above, the following guidelines shall apply:

- (1) The term “financial obligation” does not include ordinary financial and operating liabilities incurred in the normal course of your business. The term is intended to pick up actual debt, debt-like obligations or obligations related to debt.
- (2) Only leases where the Major Participant is lessee and the lease rentals are, to the knowledge of the Major Participant, pledged to repay a debt or operate as a way to borrow money shall constitute “financial obligations.” All other leases, whether or real property or equipment, entered into in the ordinary course of business shall not constitute “financial obligations.”
- (3) Revolving credit agreements and commercial paper notes are “financial obligations”, but an event notice is only required to be filed when a major legal document associated with a revolving credit agreement or commercial paper note program is entered into or extended. An event notice need not be filed when the outstanding amount of the revolving credit line or commercial paper goes up or down because notes are issued or repaid.
- (4) Only derivative obligations that have a direct nexus to a financial obligation need to be disclosed. Ordinary course commodity contracts would not need to be reported.
- (5) [Other clarifications needed? Pending further internal discussion].

To ensure compliance with the notice events described above, FMPA hereby requests that you provide by email sent to the Treasurer of FMPA at [_____] not less frequently than monthly a statement confirming that no events requiring disclosure have occurred during the prior period and that

²FMPA is required to file notice each of these events on EMMA no later than 10 Business Days after the occurrence of such events.

you notify the Treasurer immediately after learning of any such event, regardless of materiality.

If you have any questions regarding this notice, please contact _____.

FLORIDA MUNICIPAL POWER AGENCY

Municipal Finance Disclosure Procedures

Introduction

The Florida Municipal Power Agency (“FMPA” or the “Agency”) is committed to ensuring that disclosures made in connection with its municipal finance offerings and required periodic filings related thereto are fair, accurate, and comply with applicable federal and state securities laws including common law antifraud provisions under state law and all other applicable laws. Further, it is the policy of FMPA to satisfy in a timely manner its contractual obligations undertaken pursuant to continuing disclosure agreements entered into in connection with municipal finance offerings. In furtherance of these objectives and policies, and to promote best practices relating to disclosures, the Board of FMPA and Executive Committee of FMPA’s All-Requirements Power Supply Project have adopted the Municipal Finance Disclosure Procedures set forth below (the “Disclosure Procedures”) to achieve the objectives established by the Disclosure Policy as set forth in Section 4.11 of the Debt Risk Management Policy. While the Board and Executive Committee have adopted these Disclosure Procedures, it is recognized that the Finance Committee (“FC”) will play a part in the implementation and management of the Disclosure Policy and these Disclosure Procedures as part of its general oversight responsibilities.

The failure to comply with the Disclosure Procedures shall not affect the authorization or the validity or enforceability of any Bonds that are issued by the Agency in accordance with applicable law nor imply a failure to comply with disclosure requirements of the federal or state securities laws.

Definitions

Capitalized terms used in these Disclosure Procedures have the meanings set forth below:

“All-Requirements Project” means the All-Requirements Power Supply Project, under which FMPA provides to each of the participating Members in the project their individual “All-Requirements Service,” as defined in the All-Requirements Project Contract.

“All Requirements Project Contract” means the All-Requirements Power Supply Project Contract entered into between FMPA and each of the All-Requirements Project participating members of FMPA, as amended.

“All-Requirements Major Participants” means those participants in the All-Requirements Project each of which provided to FMPA at least 10.0% of the revenues from the All-Requirements Project for the applicable fiscal year.

“Annual Agency Financial Information” means the information required to be delivered under and as defined in the Continuing Disclosure Agreements, a sample of which is attached hereto as Appendix A.

“Annual Major Participant Financial Information” means the information required to

be delivered under and as defined in the Continuing Disclosure Agreements, a sample of which is attached hereto as Appendix A.

“Annual Disclosure Filing” means the Annual Agency Financial Information and Annual Major Participant Financial Information.

“Authorized Officers” means, means, unless otherwise provided in a supplemental resolution for a particular series of Bonds, with respect to the All-Requirements Project, the Chairperson of the Executive Committee and the Vice Chairperson of the Executive Committee and the Secretary, Treasurer, General Manager and CEO, any Assistant Secretary and the Assistant General Manager, Finance and Information Technology and CFO of FMPA, and (B) with respect to the Stanton Project, Stanton II Project, St. Lucie Project and the Tri-City Project, Chairperson of the Board and the Vice Chairperson of the Board and the Secretary, Treasurer, General Manager and CEO, any Assistant Secretary and the Assistant General Manager, Finance and Information Technology and CFO of FMPA.

“Authorized Signatories” means, unless otherwise provided in a supplemental resolution for a particular series of bonds, (A) with respect to the All-Requirements Project (i) the Chairperson of the Executive Committee or the Vice Chairperson of the Executive Committee and (ii) the General Manager and CEO of FMPA or the Assistant General Manager, and CFO of FMPA and (B) with respect to the Stanton Project, Stanton II Project, St. Lucie Project and the Tri-City Project, (i) the Chairperson of the Board or the Vice Chairperson of the Board and (ii) the General Manager and CEO of FMPA or the Assistant General Manager, Finance and Information Technology and CFO of FMPA.

“Board” shall mean the Board of Directors of FMPA.

“Bond Counsel” shall mean any attorney or firm of attorneys of nationally recognized standing in the field of law relating to the issuance of obligations by state and municipal entities and federal securities laws selected by the Agency.

“Bonds” or “bonds” shall refer to any bonds, notes or other securities offered by FMPA, the disclosure relating to which is subject to the requirements of Section 17(a) of the Securities Act of 1933, Section 10(b) of the Securities Exchange Act of 1934, including Rule 10b-5 thereunder, and Securities Exchange Commission Rule 15c2-12.

“Chief Financial Officer” means the ~~Assistant General Manager, Finance and IT and~~ CFO of FMPA or, if such title changes, the Staff person designated as FMPA’s Chief Financial Officer or who has lead responsibility for the financials affairs of the Agency in support of the General Manager of the Agency.

“Continuing Disclosure Agreements” means FMPA’s contractual obligations to provide updates on an annual basis to certain financial and operating data with respect to itself and the Major Participants and to provide certain Event Notices in accordance with Rule 15c2-12.

“Co-owner” means each co-owner of the Stanton Project, Stanton II Project, St. Lucie Project and Tri-City Project.

“Debt Financing Team” means a team consisting of the consisting of the following members:

- Chief Financial Officer, who shall serve as the Chairperson of the Debt Financing Team;
- Treasurer and Risk Director;
- FMPA General Counsel;
- System Planning Manager (as necessary);
- FMPA’s financial advisor;
- FMPA’s swap advisor (as necessary);
- Bond Counsel (as necessary);
- Disclosure Counsel ([if separate from Bond Counsel](#)) (as necessary); and
- ~~Special Finance Counsel~~ [Other legal counsel](#) (as necessary)
- [Other \(as necessary\)](#)

“Debt Risk Management Policy” means the Debt Risk Management Policy and any effective subordinate procedures establishing the governance, framework and the controls under which FMPA may engage in activities to identify, measure and minimize future business risk resulting from the issuance and management of all FMPA debt financing.

“Director” means each of the Agency’s member-appointed directors serving on the Board or the Executive Committee, as appropriate.

“Disclosure Counsel” means an attorney or firm of attorneys of nationally recognized standing in the field of law relating to the federal securities laws selected by the Agency. If a separate Disclosure Counsel is not engaged by FMPA, Bond Counsel will assume all the duties, responsibilities and obligations that otherwise would be provided by a separate Disclosure Counsel.

“Disclosure Documents” means FMPA’s documents and materials specifically prepared, issued, and distributed in connection with FMPA’s disclosure obligations under applicable federal securities laws or that otherwise could potentially subject FMPA, its Directors and its Staff to liability under such laws, and shall include, but not be limited to the following:

- Annual Disclosure Filing,
- Official Statements,
- Any filing made by FMPA with EMMA pursuant to a Continuing Disclosure Agreement, including material event notices,
- Any voluntary filing made by FMPA that is posted on EMMA,
- Any other document that is reviewed and approved in accordance with these Disclosure Procedures, and

- Any document or other communication from FMPA that could be viewed as reasonably expected to reach, in the normal course of its business, investors and the trading market for FMPA's Bonds.

"Disclosure Policy" means the policy set forth in Section 4.11 of the Debt Risk Management Policy establishing FMPA's intent to comply fully with applicable securities law regarding disclosure in connection with the issuance of Bonds and with the terms of its Continuing Disclosure Agreements.

"Disclosure Working Group" means the officers or employees of FMPA charged with exercising certain responsibilities in connection with the preparation or checking of the disclosures made by FMPA in its Disclosure Documents. Initially, such group shall consist of the Treasurer, Assistant Treasurer, Debt, FMPA Assistant General Counsel, Counsel, Manager of Risk Management and Audit Manager.

"EMMA" means the Electronic Municipal Market Access system maintained by the ~~Municipal Securities Rulemaking Board~~ [MSRB](#) or such other repository as may be designated by the Securities and Exchange Commission or the ~~Municipal Securities Rulemaking Board~~ [MSRB](#).

"Event Notice" means a notice relating to those events which FMPA is required to monitor and to provide notice to the MSRB in accordance with the Continuing Disclosure Agreements.

"Executive Committee" means the governing body of the All-Requirements Power Supply Project.

"FC" means the Agency's Finance ~~Committee~~ [Committee](#), or any successor committee or body designated by the Agency to fulfill the role provided for in these Disclosure Procedures

"Final Official Statements" means a document prepared by or on behalf of the issuer of municipal securities in connection with a primary offering that discloses material information on the offering of such securities. Final Official Statements typically include information regarding the purposes of the issue, how the securities will be repaid, and the financial and economic characteristics of the issuer, conduit borrower or other obligated person with respect to the offered securities. Investors and market intermediaries may use this information to evaluate the credit quality of the securities and potential risks of the primary offering and the prices and redemption provisions for such securities.

"Finance Staff" means the [CFO](#), Treasurer and Risk Director and the Assistant Treasurer, Debt.

"FMPA" means the Florida Municipal Power Agency.

"FMPA Assistant General Counsel" means the Assistant General Counsel and Manager of Legal Affairs of FMPA or, if such title changes, the senior most attorney working under the direction of the FMPA General Counsel or the FMPA General Counsel.

“FMPA General Counsel” means the General Counsel and Chief Legal Officer of FMPA, as appointed by the Board of Directors.

“Material Supplier” means any major fuel or commodity supplier, power purchase contract counterparty or generation or transmission facility operator. As of the date hereof, FMPA’s Material Suppliers are Florida Power & Light Company, Orlando Utilities Commission, Southern Power Company, Florida Gas Utilities, Kissimmee Utility Authority, Fort Pierce Utilities Authority and Keys Energy Services.

“Major Participants” means the All-Requirements Major Participants, the Stanton Major Participants, the Stanton II Major Participants, the St. Lucie Major Participants and the Tri-City Major Participants.

“MSRB” means the [Municipal Securities Rulemaking Board](#).

“Official Statements” means, collectively, Preliminary and Final Official Statements, remarketing circulars or offering memoranda used in connection with the offering of Bonds. Official Statements may include such information by specific cross-reference, as expressly authorized by Rule 15c2-12.

“Preliminary Official Statement” means the version of the official statement prepared by or for an issuer of municipal securities for potential customers, as the same may be supplemented or amended, prior to the availability of the Final Official Statement that is “deemed final” for purposes of Rule 15c2-12. Rule 15c2-12(b)(1) requires an underwriter obtain and review a Preliminary Official Statement that the issuer deems to be “final” except for the omission of no more than the following information: “the offering prices, interest rates, selling compensation, aggregate principal amount, principal amount per maturity, delivery dates, any other terms or provisions required by an issuer of such securities to be specified in a competitive bid, ratings, other terms of the securities depending on such matters” (such as optional redemption call dates and prices and, in some cases, the determination of whether bonds will be secured by a bond insurance policy or other credit facility), “and the identity of the underwriter(s). In the event that such a preliminary official statement is not prepared for an offering of municipal securities and a Final Official Statement is prepared for such offering of municipal securities, references in these Disclosure Procedures to a Preliminary Official Statement will mean the Final Official Statement.

“Projects” means the All-Requirements Project, the Stanton Project, the Stanton II Project, the St. Lucie Project and the Tri-City Project.

“Rule 15c2-12” means Rule 15c2-12 promulgated by the Securities and Exchange Commission under the Securities Exchange Act of 1934, as amended, including any official interpretations thereof.

~~**“Special Finance Counsel”** shall mean any attorney or firm of attorneys of nationally-recognized standing in the field of law relating to the issuance of obligations by state and municipal entities and federal securities laws selected by the Agency.]—~~

“Staff” means employees of FMPA.

“Stanton Project” means FMPA’s 14.8193% undivided ownership interest in the Stanton Energy Center Unit No. 1.

“Stanton Major Participants” means those participants in the Stanton Project each of which provided to FMPA at least 10.0% of the revenues from the Stanton Project for applicable fiscal year.

“Stanton II Project” means FMPA’s 23.2367% undivided ownership interest in the Stanton Energy Center Unit No. 2.

“Stanton II Major Participants” means those participants in the Stanton II Project each of which provided to FMPA at least 10.0% of the revenues from the Stanton II Project for applicable fiscal year.

“St. Lucie Project” means FMPA’s 8.806% undivided ownership interest St. Lucie Unit No. 2.

“St. Lucie Major Participants” means those participants in the St. Lucie Project each of which provided to FMPA at least 10.0% of the revenues from the St. Lucie Project for applicable fiscal year.

“Subject Matter Expert” has the meaning set forth in Section II.1.c.

“Tri-City Project” means FMPA’s 5.3012% undivided ownership interest in Stanton Unit No. 1.

“Tri-City Major Participants” means those participants in the Tri-City Project each of which provided to FMPA at least 10.0% of the revenues from the Tri-City Project for applicable fiscal year.

I. General and On-Going Disclosure Practices

1. The Board or the Executive Committee, as applicable, through approval of the documentation relating to individual financings, remarketing and refinancings and the review of the related agenda items and resolutions, delegates authority and responsibility with respect to individual financings, remarketing and refinancings to Authorized Officers and Authorized Signatories to prepare and distribute a Preliminary Official Statement and Final Official Statement, Annual Disclosure Filings and Event Notices and updates thereto in the case of securities subject to remarketing. All documentation relating to said financings will be prepared in accordance with these Disclosure Procedures and any Disclosure Document shall comply with any requirements contained in these Disclosure Procedures.

2. The Chief Financial Officer has overall responsibility for compliance with the Disclosure Procedures and for all Disclosure Documents and must give his or her written approval before their use. Correspondingly, all Disclosure Documents must be reviewed and approved in writing for use by the FMPA General Counsel or his or her designee. Any such

approval may be evidenced by e-mail or other electronic communication. Either may seek the advice of outside counsel, acting in the capacity of FMPA's Disclosure Counsel.

3. The Finance Staff and members of the FMPA General Counsel's office with financial disclosure responsibilities, in consultation with FMPA's Disclosure Counsel, shall continually evaluate the adequacy of FMPA's financial disclosures and bring any recommendations for changes to the Chief Financial Officer and to FMPA General Counsel for discussion and resolution in accordance with Article VII hereof.

4. At least annually, the Debt Financing Team shall formally review FMPA's Disclosure Procedures and compliance therewith. A written report of this review will be presented to the FC at their next regularly scheduled meeting and the FC shall provide a report together with any recommendations to the General Manager. The General Manager shall provide a report to the Board and to the Executive Committee.

5. All unresolved differences of opinion between any Staff on any matters related to any of these procedures shall be decided by the General Manager.

II. Preliminary Official Statement and Final Official Statement Review and Disclosure Procedures Generally; Notice of Disclosure Obligations to Major Participants

1. The Chief Financial Officer, with the assistance of the Disclosure Working Group, shall timely identify those Staff who, for a particular financing, are appropriate to assist the Finance Staff in the preparation and review of the Preliminary Official Statement and Final Official Statement for each proposed financing. Bond Counsel, Disclosure Counsel, ~~Special Finance Counsel~~ other legal counsel (as needed), underwriter(s), underwriter's counsel, financial advisors, Major Participants, Participants, Co-owners, Material Suppliers and any other individuals determined by the Disclosure Working Group to be necessary will also be called upon to assist in the preparation and review of the related Preliminary Official Statement and Final Official Statement. Any and all individuals outside the Debt Finance Team will be timely contacted in writing by a member of the Finance Staff and informed that their assistance will be needed for the preparation of the Preliminary Official Statement and Final Official Statement.

- a. The Staff, Major Participants, Participants, Co-owners and Material Suppliers shall be contacted as soon as reasonably practical in order to provide adequate time for such individuals to perform a thoughtful and critical review or to provide information to be used by the Disclosure Working Group to prepare or to draft those portions of the Preliminary Official Statement assigned to them and to allow the Disclosure Working Group to review the revised portions of the Preliminary Official Statement as needed.
- b. The written request for information shall provide that Staff must raise any item which could be material for inclusion in the Preliminary Official Statement and Final Official Statement, as applicable. The written request for information shall include, but not be limited to, the description of any item or event of which the Disclosure Working Group is aware which could be material for review by such individuals, departments, other necessary entities or other governmental officials and potential inclusion in the Disclosure Document.

- c. The Treasurer shall maintain or cause to be maintained an accurate log of all individuals, departments, Co-owners and Major Participants (each a “Subject Matter Expert”) that were requested to review or draft information in connection with Preliminary Official Statement and Final Official Statement, including what sections such individuals or entities listed above prepared, provided information to the Disclosure Working Group, drafted or reviewed and shall also be responsible for collecting all transmittal letters, certifications, and lists of sources for incorporation of such information into the records to be maintained by the Treasurer. Each Subject Matter Expert shall have confirmed in writing (which may be by email) to the Treasurer as of a date that is no more than two Business Days prior to the release of the Preliminary Official Statement and Final Official Statement, as applicable, that he or she has reviewed the sections of the Preliminary Official Statement and Final Official Statement, as applicable, for which he or she is responsible and that to his or her knowledge the sections are accurate and complete.
 - d. The external Agency auditors should be apprised by the Treasurer or the Assistant Treasurer of the Agency’s schedule for publishing such Preliminary Official Statements and Final Official Statements and shall be responsible for ensuring that the auditors have time to conduct any required review and sign-off on the drafts prior to their release for printing.
2. The members of the Disclosure Working Group shall review the Preliminary Official Statement drafts and the process by which the Preliminary Official Statement was developed to determine (and shall report to the Chief Financial Officer and FMPA General Counsel as to) whether, based on information known or reported to them, (a) the Disclosure Procedures were followed, (b) the material facts in the Preliminary Official Statement appear to be consistent with those known to the members of the Disclosure Working Group, and (c) the Preliminary Official Statement omits any material fact that is necessary to be included to prevent the Official Statement from being misleading to investors. The Chief Financial Officer and FMPA General Counsel shall take such action as may be necessary, based on feedback from the Disclosure Working Group, to enable the Disclosure Working Group to conclude that this Disclosure Procedures were followed and that the Preliminary Official Statement or the Final Official Statement, as applicable, is accurate and complete in all material respects.
 3. At least one Business Day prior to the release of either the Preliminary Official Statement or the Final Official Statement, the Finance Staff shall provide a copy of the Preliminary Official Statement or the Final Official Statement, as applicable, to each of the Chief Financial Officer and FMPA General Counsel for their review and written sign-off. In addition, the Treasurer or the Assistant Treasurer shall send a copy of a substantially final copy of the Preliminary Official Statement and Final Official Statement to FMPA’s external auditors, if required, in a timely manner for their review and comment and official sign-off.
 4. The FMPA General Counsel and Chief Financial Officer, with assistance from the FMPA Assistant General Counsel, Bond Counsel and Disclosure Counsel shall hold due diligence sessions with the appropriate Staff and, if necessary, Major Participants, Participants, Co-owners and Material Suppliers, prior to the printing or posting of a preliminary Official Statement. The Underwriter and/or the Underwriter(s)’ Counsel may also require a due diligence

session. FMPA's session may if desired, be held coincidentally with the due diligence session of the Underwriter and/or Underwriter's Counsel.

5. Disclosure Counsel and/or underwriter's counsel shall provide written discussion topics or questions in the form of an agenda in advance of the due diligence session(s), to the extent practical, to permit all required Staff and, if necessary, the Major Participants, and, if necessary, Major Participants, Participants, Co-owners and Material Suppliers, as well as underwriters and their counsel, to prepare for the due diligence session(s) and to consider additional matters they deem material to the offering. The due diligence session(s) shall not be limited to the list of written topics or questions or other questions solely from Disclosure Counsel. Bond Counsel, FMPA's financial advisor, and, in the case of a negotiated transaction, the underwriters and underwriters' counsel shall participate in such due diligence session(s). Such due diligence session shall be held prior to the release of the Preliminary Official Statement so that the Disclosure Working Group and the Debt Financing Team are comfortable that such Preliminary Official Statement is in satisfactory form and does not contain any untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading and may be deemed final for purposes of Rule 15c2-12.

6. At the time of the sale of the Bonds a Final Official Statement shall be prepared and reviewed by the Chief Financial Officer, and the FMPA General Counsel, and any others in their opinions as may be required or considered prudent, to satisfy themselves that at the time of sale that such Official Statement is in satisfactory form and does not contain any untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading and has been prepared in compliance with the Disclosure Procedures.

7. Before the printing of any Official Statement the Chief Financial Officer and the FMPA General Counsel shall receive from individuals, as they deem necessary, written confirmations, by e-mail or otherwise, that such individuals know of no material litigation that has been filed (or threatened with a reasonable likelihood of being filed) against FMPA since the due diligence session(s) and know of no material change in financial or operating information that is required to be reflected in the Disclosure Document.

8. Bond Counsel and/or Disclosure Counsel may be invited to attend and/or participate in any FMPA presentations to rating agencies and investors. The Disclosure Working Group, Debt Financing Team and any others deemed necessary by the Chief Financial Officer and the FMPA General Counsel shall review the materials used in presentations, meetings and telephone conferences with rating agencies or investors for consistency with the appropriate Official Statement or appropriate current disclosure documentation. Appropriate written records of meetings and telephone conferences with rating agencies and investors will be kept by FMPA Assistant General Counsel or Finance Staff.

9. Promptly after the issuance of a series of Bonds subject to the requirements of Rule 15c2-12 and for which a Continuing Disclosure Agreement has been executed by FMPA, the Treasurer shall send notice to each of the Major Participants stating that (a) such participant has been determined to be a Major Participant with respect to one or more series of FMPA's Bonds;

(b) FMPA has undertaken to provide certain annual operating and financial information with respect to such Major Participant not later than nine months after the end of FMPA's fiscal year; and (c) FMPA has also undertaken to provide notice of certain reportable events under Rule 15c2-12 with respect to such Major Participant and notice of any such event are required to be filed on EMMA within ten Business Days of the occurrence of such event. A form of such notice is attached hereto as Appendix B.

III. The Annual Disclosure Filing (Rule 15c2-12), Additional Disclosure and Website

B. Annual Disclosure Filing

1. The Assistant Treasurer, Debt or such person as may be designated by the Chief Financial Officer in conjunction with Finance Staff, shall by no later than March 1 of each calendar year (a) compile and maintain (and update after every issuance or unscheduled payment of principal or defeasance of Bonds) a list of all financial information and operating data for the Major Participants required to be filed with the MSRB pursuant to each of the Continuing Disclosure Agreements; (b) distribute a written request for the Annual Major Participant Financial Information from each Major Participant, including that they notify FMPA if they have learned of any fact that they consider could be material, and a deadline for the submission of such Annual Major Participant Financial Information to the Assistant Treasurer, Debt or such person as may be designated by the Chief Financial Officer that will afford sufficient time for review by the Assistant Treasurer, Debt and the approvals required by these Disclosure Procedures. Upon receipt of such information, Finance Staff shall review information submitted to ensure that it is complete and to determine, with the assistance of the Chief Financial Officer, FMPA General Counsel, FMPA Assistant General Counsel and/or Disclosure Counsel as applicable, if any narrative is needed to avoid misunderstanding and to assist the reader in understanding the presentation of financial information and operating data concerning, and in judging the financial condition of, the Major Participants.

2. The Assistant Treasurer, Debt or such person as may be designated by the Chief Financial Officer in conjunction with Finance Staff, shall by no later than March 1 of each calendar year distribute a written request for the Annual Agency Financial Information from Staff, which written request may include information which may be needed from Co-owners and Material Suppliers and include a reminder that they notify the Chief Financial Officer if they have learned of any fact that they consider could be material, and a deadline for the submission of such Annual Agency Financial Information to the Assistant Treasurer, Debt or such person as may be designated by the Chief Financial Officer that will afford sufficient time for review by the Assistant Treasurer, Debt and the approvals required by these Disclosure Procedures. Upon receipt of such information, Finance Staff shall review said information to ensure that it is complete and to determine, with the assistance of the Chief Financial Officer, FMPA General Counsel, FMPA Assistant General Counsel and/or Disclosure Counsel as applicable, if any narrative is needed to avoid misunderstanding and to assist the reader in understanding the presentation of financial information and operating data concerning, and in judging the financial condition of, the Agency.

3. The Annual Disclosure Filing, pursuant to FMPA's Continuing Disclosure Agreements, shall be filed by the Treasurer or Assistant Treasurer by no later than June 30th of

each year. The Annual Disclosure Filing shall be filed on EMMA in accordance with FMPA's Continuing Disclosure Agreements under Rule 15c2-12. The Treasurer or Assistant Treasurer shall exercise reasonable care to file the Annual Disclosure Filing in the format and with the identifying information required by the Continuing Disclosure Agreements, including CUSIP numbers for the applicable Bonds. The Treasurer shall advise the Board and Executive Committee of the date on which the Annual Disclosure Filing was made and whether it was complete or whether additional filings will need to be made for any information that was not available on or before June 30th.

4. If any financial information or operating data of FMPA or any Major Participant is not available by June 30th, a notice of failure to timely file shall be submitted to EMMA on or before June 30th. The financial information or operating data of FMPA shall be filed within ten business days of when such information becomes available and the financial information or operating data of any Major Participant shall be filed by FMPA within ten business days of when FMPA actually receives the information from such Major Participant and has ascertained that it is complete and determined that additional narrative or changes in narrative are not needed to avoid misunderstanding and of assistance to the reader in understanding the presentation and its meaning.

C. Event Notices

1. **Identification and Monitoring of Reportable Events for FMPA.** (a) The Treasurer shall maintain a list of events of which FMPA is required to monitor and to provide notice to the MSRB pursuant to the Continuing Disclosure Agreements. The Treasurer (with the assistance of members of the Disclosure Working Group for Official Statements) shall (a) identify the Staff of FMPA who are most likely to first obtain knowledge of the occurrence of such events and (b) request in writing that they notify the Treasurer immediately after learning of any such event, regardless of materiality, and repeat such request in a monthly reminder.

(b) If it is not clear if the occurrence of an event constitutes one of the events for which notice is required to be given pursuant to the Continuing Disclosure Agreements, then the Treasurer shall consult with the Chief Financial Officer and FMPA Assistant General Counsel to determine, with the assistance of Disclosure Counsel if needed, whether FMPA is required to file a notice concerning such event.

2. **Identification and Monitoring of Reportable Events for Major Participants.** (a) The Treasurer shall maintain a list of reportable events for the Major Participants which FMPA is required to monitor and to provide notice to the MSRB pursuant to its Continuing Disclosure Agreements. The Treasurer (with the assistance of members of the Disclosure Working Group for Official Statements) shall (i) identify a person at each Major Participant who shall be responsible for obtaining knowledge of the occurrence of such events and shall not less frequently than ~~[monthly]~~~~[every two weeks]~~ confirm in writing to the Treasurer whether any such events have occurred and notify the Treasurer immediately after learning of any such event, regardless of materiality. In the event that the Treasurer does not receive a confirmation from the Major Participant as required, the Treasurer or his designee shall make a request in writing.

(b) If it is not clear if the occurrence of an event constitutes one of the events for which notice is required to be given pursuant to the Continuing Disclosure Agreements, then the Treasurer shall consult with the Chief Financial Officer and FMPA Assistant General Counsel to determine, with the assistance of Disclosure Counsel, if needed, whether FMPA is required to file a notice concerning such event.

3. Preparation of Event Notice. The Chief Financial Officer and FMPA General Counsel shall (a) assess whether notice of any reported event must be given and if a materiality determination needs to be made in order to make this assessment and if a materiality determination needs to be made shall make this determination with the assistance of Disclosure Counsel and (x) if notice of the event must be given, then the Treasurer shall prepare an Event Notice giving notice of the event and forward the draft Event Notice to the Chief Financial Officer, the FMPA General Counsel and Disclosure Counsel for their review or (y) if no notice of the event must be given, then the Treasurer will prepare a brief memo to the file explaining the event and the reason that the event was determined to not be material.

4. The Chief Financial Officer, FMPA General Counsel and Disclosure Counsel shall promptly review and approve or comment on the Event Notice described in paragraph 2(a)(x) above. The Treasurer shall incorporate such comments into the Event Notice to be filed with EMMA. The Disclosure Officers shall not file the Event Notice Statement until it is approved by the Chief Financial Officer and FMPA General Counsel, unless such approval has not been received by the applicable Continuing Disclosure Agreement filing deadline.

5. The Treasurer or Assistant Treasurer, Debt shall file the Event Notice with the MSRB through EMMA by the deadline established by the Continuing Disclosure Agreements or, if the facts cannot be correctly and fairly described by the deadline, then as soon thereafter as possible. The Treasurer or Assistant Treasurer shall exercise reasonable care to file the Event Notice in the format and with the identifying information required by the Continuing Disclosure Agreements, including CUSIP numbers for the applicable Bonds.

6. The Treasurer or Assistant Treasurer, Debt shall maintain a file of the actions taken to report each event, and prepare, check, and approve the notice of the event, including the approvals of the Chief Financial Officer and FMPA General Counsel, if obtained, and include a list of the event notices filed in the annual report to the FC.

D. Additional Disclosures and Website

1. Additional Disclosures. (a) During the course of the year, and during periods when no bonds are being issued, it still is necessary to determine if there are any events which may warrant making a voluntary disclosure statement to investors.

(b) The Disclosure Working Group, with advice from Disclosure Counsel, shall periodically determine whether changes in financial results of operation or condition from the prior year, or any event or fact reported pursuant to Section III.B.1(b) above for which it was determined that it was not an event for which notice was required to be given, would, if disclosed on EMMA, materially change the total mix of information about FMPA that is available to investors on EMMA. If it would, a voluntary disclosure statement disclosing such results, event, or fact shall be prepared and reviewed by Disclosure Counsel. Such voluntary

disclosure statement shall be forwarded to the Disclosure Working Group, Chief Financial Officer and FMPA General Counsel for review and comment. The voluntary disclosure statement shall be submitted to the Chief Financial Officer and FMPA General Counsel for final approval.

(c) After any such voluntary disclosure statement is approved by the Chief Financial Officer and FMPA General Counsel, the Treasurer or Assistant Treasurer, Debt shall file the voluntary disclosure statement with the MSRB through EMMA. The Treasurer or Assistant Treasurer, Debt shall exercise reasonable care to file the voluntary disclosure statement with identifying information that includes all relevant CUSIP numbers. Such voluntary disclosure statement shall also be posted to the appropriate section of FMPA's website.

2. **Website.** (a) Finance Staff shall review, or cause to be reviewed, the "Investors" section of the FMPA website at least annually to confirm that it is up to date and accurate and shall confirm in writing (which may be by email) to the Chief Financial Officer that such review has been performed. Such review of the "Investors" section should be to ensure that (a) material information that is no longer up to date is removed from the website or moved to a clearly labeled archives page; (b) all material financial and operating data is presented as of a specific date with appropriate disclaimers as to the currency of the data; (c) no material forward-looking statements (projections, forecasts, etc.) are included unless they are based on reasonable assumptions and are accompanied by a description of the substantial risks to achieving the forecasted results; and (d) the material information presented is consistent with the knowledge of such persons and not internally inconsistent.

(b) Visitors to the "Investors" section of the FMPA website shall be required to review and acknowledge a disclaimer prior to accessing any information. The website disclaimer should be reviewed by FMPA Assistant General Counsel at least annually to ensure that it reflects current market standards and practices.

IV. Role of Disclosure Counsel

FMPA will require Disclosure Counsel to perform the following:

- a. review and comment on FMPA's Disclosure Documents,
- b. coordinate the due diligence process in the manner provided above,
- c. review presentations and, if requested, attend and/or participate in rating agency or investor presentations, meetings and telephone conferences related to FMPA's bonds, notes and other securities,
- d. advise FMPA regarding:
 - (1) specific disclosure issues relating to FMPA's financial operations, operating performance, energy supply and future capital needs and capital program development, including funding, progress and problems raised or identified by Finance Staff to Disclosure Counsel or discovered by Disclosure Counsel in the course of performing its duties generally,

- (2) standards of disclosure under applicable securities laws,
 - (3) adequacy of FMPA's disclosure in any Disclosure Document,
 - (4) completeness and clarity of the information provided by the Participants, Co-owners and Material Suppliers in any Disclosure Document, and
 - (5) other matters as directed by FMPA.
- e. interface with the Chief Financial Officer and FMPA General Counsel and others on the Debt Financing Team with respect to any Disclosure Document,
 - f. provide a securities law opinion for each financing transaction,
 - g. participate in the preparation, review and approval of the Annual Disclosure Filing, Event Notices and voluntary disclosures as requested, and
 - h. conduct periodic training of Staff, Board members and Executive Committee members on these Disclosure Procedures as required hereunder or as may be requested from time to time by the General Manager, FMPA General Counsel or Chief Financial Officer.

While Disclosure Counsel will be required to perform certain duties and assist FMPA, FMPA as an issuer of Bonds may not transfer its primary responsibility and potential liability for disclosure to outside counsel or consultants.

V. Disclosure Practices Training

Training for Board members, Executive Committee members, and Staff shall be conducted by Disclosure Counsel. It is intended that this training shall assist these individuals in (1) understanding their responsibilities; (2) identifying significant items which may need to be included in the Disclosure Documents; and (3) reporting issues and concerns relating to disclosure. A refresher training program shall be conducted not less than annually for Staff and any new Board and Executive Committee Members and once every three years for carryover Board and Executive Committee Members; provided that such training may occur more frequently if necessary to address any material changes in law or these Disclosure Procedures.

1. ~~1.~~ Board Members and Executive Committee Members, including alternates

- a. Board members and Executive Committee members shall be advised of their disclosure responsibilities and the extent they may delegate to and rely on Staff's preparation of Disclosure Documents.
- b. Board members and Executive Committee members shall be advised of their fiduciary duties under state law.
- c. Alternate members shall be included as determined by the General Manager

in consultation with the FMPA General Counsel.

3. ~~2.~~ Staff

- a. Staff with responsibility for collecting, preparing or reviewing information that is provided for inclusion in a Disclosure Document or for certifying or confirming its accuracy in accordance with these Disclosure Procedures, and those persons responsible for executing them, shall attend disclosure training sessions.
- b. The determination as to whether or not a class of employees shall receive such training shall be made by the FMPA General Counsel and Chief Financial Officer in consultation with Disclosure Counsel and each other.

VI. Disclosure-Related Document Retention Practices

The following documents shall be maintained by Finance Staff for the later of ten years or the period of time required by FMPA's records management or records retention program:

- Annual Continuing Disclosure Filings,
- Bond Issue Bound Books or CD-ROMs containing bond issue documents,
- Bond Issue Executed Documents,
- Disclosure Documents,
- Investor Materials,
- Financial Statements related to bonds,
- Note Issue Bound Books or CD-ROMs containing note issue document,
- Note Issue Executed Documents,
- Rating Agency Presentation Materials,
- Records of all disclosure activities, including but not limited to telephone calls, emails and inquiries from investors and the associated response materials,
- Annual Financial Statements Audited by Outside Auditing Firm and unaudited quarterly financial statements,
- Records of FMPA's compliance with these Disclosure Procedures,
- Information received from Participants, Co-owners and Material Suppliers, and
- Any materials not already identified above prepared and used in satisfaction of FMPA's Continuing Disclosure obligations.

VII. General Principles Relating to Disclosure

1. Each person participating in the disclosure process shall be responsible for raising potential disclosure items at all times in the process.
2. Each person participating in the disclosure process should raise any issue regarding disclosure with the Chief Financial Officer and the FMPA General Counsel at any time and if not satisfied with actions taken by the Chief Financial Officer and the FMPA General Counsel should raise the issue with FMPA's General Manager.
3. Recommendations for improvement or amendment of these Disclosure Procedures shall be solicited from the Disclosure Working Group and the FC and considered by the Debt Finance Team annually and if revision is deemed to be appropriate will be reviewed by the Chief Financial Officer and FMPA General Counsel in consultation with Disclosure Counsel before submittal to any of the Agency's governing bodies for approval.
4. The process of revising and updating Disclosure Documents should not be viewed as mechanical insertions of more current information; everyone involved in the process should consider the need for revisions in the form and content of the sections for which they are responsible.

VIII. Amendments and Updates; Miscellaneous

1. **Internal Use Only.** The Disclosure Procedures are intended for the internal use of the FMPA only and is not intended to establish any duties in favor of or rights of any person other than FMPA.
2. **Departure from Procedures.** The officers and employees charged by these Disclosure Procedures with performing or refraining from any action may depart from these Disclosure Procedures when the Chief Financial Officer or the General Manager and the FMPA General Counsel in good faith determine that such departure is in the best interests of FMPA and consistent with the duties of the FMPA under federal and state securities laws. The Board and the Executive Committee will be notified within three (3) business days after any such departure from these Disclosure Procedures.
3. **Periodic Review.** The Disclosure Procedures shall be reviewed annually by the Debt Financing Team. In addition, at any time all officers and employees of FMPA are invited and encouraged to make recommendations for changes to these Disclosure Procedures so that it fosters better compliance with applicable law, results in better information to investors, or makes the procedures required by these Disclosure Procedures more efficient.
4. **Recommendations for Change.** Following receipt of any such recommendation, the Chief Financial Officer shall give his or her advice regarding the recommendation to the Disclosure Working Group and to FMPA General Counsel and Disclosure Counsel who shall consider the recommendation and advice, determine whether to propose a formal change to these Disclosure Procedures, and submit such proposal to the General Manager for determination as to whether to bring such changes to Board and Executive Committee for approval. The FC shall review and approve any proposed changes to these Disclosure Procedures prior to their submission to the Board and Executive Committee for approval.

Appendix A

[Attach copy of a recent Continuing Disclosure Agreement]

FLORIDA MUNICIPAL POWER AGENCY
ALL-REQUIREMENTS POWER SUPPLY PROJECT
REFUNDING REVENUE BONDS, SERIES 2018A

CONTINUING DISCLOSURE AGREEMENT

THIS AGREEMENT, dated July 12, 2018, is made by and between the Agency and the Trustee, each as defined below in Section 1.

In order to permit the Underwriters to comply with the provisions of Rule 15c2-12 in connection with the public offering of the Bonds, the parties hereto, in consideration of the mutual covenants herein contained and other good and lawful consideration, hereby agree, for the sole and exclusive benefit of the Holders of the Bonds, as follows:

Section 1. Definitions; Rules of Construction.

(i) Capitalized terms used but not defined herein shall have the respective meanings ascribed to them in the Resolutions.

“Agency” shall mean Florida Municipal Power Agency, a governmental legal entity created pursuant to the laws of the State of Florida.

“Annual Agency Financial Information” shall mean the information specified in Section 3(i) hereof.

“Annual Financial Information” shall mean the Annual Major Participant Financial Information and Annual Agency Financial Information, collectively.

“Annual Major Participant Financial Information” shall mean the information specified in Section 3(ii) hereof.

“Audited Financial Statements” shall mean the Audited Agency Financial Statements and the Audited Major Participant Financial Statements.

“Audited Agency Financial Statements” shall mean the annual financial statements of the Agency, audited by such auditors as shall then be required or permitted by State law or the Resolutions. Audited Agency Financial Statements shall be prepared in accordance with GAAP; provided, however, that the Agency may, from time to time, if required by federal or State legal requirements, modify the accounting principles to be followed in preparing its financial statements.

“Audited Major Participant Financial Statements” shall mean the annual financial statements of each Major Participant audited by such auditors as shall then be required or permitted by State law. Audited Major Participant Financial Statements shall be prepared in accordance with GAAP; provided, however, that Major Participants may, from time to time, if required, by federal or State legal requirements, or otherwise, modify the accounting principles to be followed in preparing its financial statements.

“Bonds” shall mean the Agency’s All-Requirements Power Supply Project Refunding Revenue Bonds, Series 2018A.

“EMMA” shall mean the Electronic Municipal Market Access system, the electronic format information repository to the MSRB, created in accordance with certain amendments to Rule 15c2-12 under the Securities Exchange Act of 1934, as amended, or its successor.

“GAAP” shall mean generally accepted accounting principles as in effect from time to time in the United States.

“Holder” shall mean any registered owner of Bonds, and, for purposes of Section 5 of this Agreement only, if registered in the name of DTC (or a nominee thereof) or in the name of any other entity (or a nominee thereof) that acts as a “clearing corporation” within the meaning of the New York Uniform Commercial Code and is a “clearing agency” registered pursuant to the provisions of Section 17A of the Securities Exchange Act of 1934, as amended, any beneficial owner of Bonds.

“Major Participants” shall mean, individually or collectively as the context requires, each Participant which shall have a Participant’s Share and each Participant or other unit of local government which pursuant to the Power Sales Contracts or otherwise shall have and/or shall have assumed (by agreement or by operation of law) the obligations of one or more Participants under the Power Sales Contracts to the extent of an aggregate Participant’s Share in excess of 10%. The Major Participants currently are the City of Jacksonville Beach, the Utility Board of the City of Key West, the Kissimmee Utility Authority and the City of Ocala.

“MSRB” shall mean the Municipal Securities Rulemaking Board established in accordance with the provisions of Section 15B(b)(1) of the Securities Exchange Act of 1934.

“Participants” shall mean City of Bushnell, City of Clewiston, City of Fort Meade, Town of Havana, City of Green Cove Springs, City of Jacksonville Beach, City of Leesburg, City of Ocala, Utility Board of the City of Key West, Kissimmee Utility Authority, City of Lake Worth, City of Newberry, City of Starke, City of Vero Beach and Fort Pierce Utilities Authority.

“Participant’s Share” shall mean the Participant’s prior years kWh purchases from the All-Requirements Power Supply Project.

“Resolutions” shall mean the All-Requirements Power Supply Revenue Bond Resolution, adopted on March 22, 1985, as amended and restated in its entirety on May 23, 2003, as amended and supplemented, including as supplemented by the Series 2018A Supplemental All-Requirements Power Supply Revenue Bond Resolution (Fixed Rate Bonds) adopted on June 14, 2018.

“Rule 15c2-12” shall mean Rule 15c2-12 (as amended through the date of this Agreement) under the Securities Exchange Act of 1934, as amended, including any official interpretations thereof promulgated on or prior to the effective date hereof.

“State” shall mean the State of Florida.

“Trustee” shall mean TD Bank, National Association, Cherry Hill, New Jersey, or any successor trustee under the Resolution.

“Unaudited Agency Financial Statements” shall mean the same as Audited Agency Financial Statements except that they shall not have been audited.

“Unaudited Major Participant Financial Statements” shall mean the same as Audited Major Participant Financial Statements except that they shall not have been audited.

“Underwriters” shall mean the underwriter or underwriters that have contracted to purchase the Bonds from the Agency upon initial issuance.

(ii) Unless the context clearly indicates to the contrary, the following rules shall apply to the construction of this Agreement:

(a) Words importing the singular number shall include the plural number and vice versa.

(b) Any reference herein to a particular Section or subsection without further reference to a particular document or provision of law or regulation is a reference to a Section or subsection of this Agreement.

(c) The captions and headings herein are solely for convenience of reference and shall not constitute a part of this Agreement nor shall they affect its meaning, construction or effect.

Section 2. Obligation to Provide Continuing Disclosure.

(i) The Agency hereby undertakes, for the benefit of Holders of the Bonds, to provide or cause to be provided:

(a) to the MSRB through its EMMA system, no later than nine months after the end of each fiscal year, commencing with the fiscal year ending September 30, 2017, the Annual Financial Information relating to such fiscal year;

(b) if not submitted as part of the Annual Financial Information, to the MSRB through its EMMA system, not later than nine months after the end of each fiscal year commencing with the fiscal year ending September 30, 2017, (1) Audited Agency Financial Statements for such fiscal year when and if they become available and, if such Audited Agency Financial Statements are not available on the date which is nine months after the end of a fiscal year, the Unaudited Agency Financial Statements for such fiscal year and (2) Audited Major Participant Financial Statements for such fiscal year when and if they become available and, if such Audited Major Participant Financial Statements are not available on the date which is nine months after the end of a fiscal year, the Unaudited Major Participation Financial Statements for such fiscal year; provided, however, in the case of Audited Major Participant Financial Statements, that the same can practicably be obtained by the Agency;

(c) to EMMA, notice of the occurrence of any of the following events with respect to the Bonds in a timely manner not more than ten (10) Business Days after the event:

1. principal and interest payment delinquencies;
2. non-payment related defaults, if material;
3. unscheduled draws on debt service reserves reflecting financial difficulties;
4. unscheduled draws on credit enhancements reflecting financial difficulties;
5. substitution of credit or liquidity providers, or their failure to perform;
6. adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB) or other material notices or determinations with respect to the tax status of the Bonds, or other material events affecting the tax status of the Bonds;
7. modifications to the rights of Bondholders, if material;
8. bond calls, if material, and tender offers;
9. defeasances;
10. release, substitution, or sale of property securing repayment of the Bonds, if material;
11. rating changes;
12. bankruptcy, insolvency, receivership or similar proceedings of the Agency or a Major Participant;
13. the consummation of a merger, consolidation, or acquisition, or the sale of all or substantially all of the assets of the Agency or a Major Participant, other than in the ordinary course of business, the entry into a definitive agreement to undertake such action or the

termination of a definitive agreement relating to such actions, other than pursuant to its terms, if material; and

14. appointment of a successor trustee or additional trustee or the change of name of a trustee, if material.

(d) to EMMA, in a timely manner, notice of a failure to provide any Annual Financial Information required by clause (i)(a) of this Section 2.

(ii) The Agency may satisfy its obligations hereunder by filing any notice, document or information with the MSRB through its EMMA system, to the extent permitted or required by the SEC.

(iii) Other Information. Nothing herein shall be deemed to prevent the Agency from disseminating any other information in addition to that required hereby in the manner set forth herein or in any other manner. If the Agency should disseminate any such additional information, the Agency shall not have any obligation hereunder to update such information or to include it in any future materials disseminated hereunder.

(iv) Disclaimer. The Agency and the Trustee shall be obligated to perform only those duties expressly provided for such entity in this Agreement, and neither of the foregoing shall be under any obligation to the Holders or other parties hereto to perform, or monitor the performance of, any duties of the other party.

Section 3. Annual Financial Information.

(i) The required Annual Agency Financial Information shall consist of the following:

(A) financial and operating data relating to the Agency's All-Requirements Power Supply Project consisting of: (1) a description of the Agency's All-Requirements Power Supply Project; (2) information of the type included in the table captioned "Historical Capacity Requirements and Resources" under the heading "THE PROJECT" in the Official Statement for the three most recently completed fiscal years; (3) historical operating results for the All-Requirements Power Supply Project for the three most recently completed fiscal years, including net sales to cities and net power costs; and (4) information concerning the Agency's debt service requirements for the All-Requirements Power Supply Project;

(B) a presentation of the Agency's financial results in accordance with GAAP for the two most recent completed fiscal years for which that information is then currently available;

(C) material litigation related to any of the foregoing; together with

(D) such narrative explanation as may be necessary to avoid misunderstanding and to assist the reader in understanding the presentation of financial information and operating data concerning, and in judging the financial condition of, the Agency.

(ii) The required Annual Major Participant Financial Information shall consist of the following:

(A) financial and operating data consisting of: (1) the information of the type contained in Appendix B to the Official Statement, other than the information contained under the headings “General”; (2) information concerning sales of electric services, customers, and non-coincident peak demand; and (3) a presentation of the Major Participants’ information concerning historical net energy requirements and peak demand;

(B) material litigation related to any of the foregoing; together with

(C) such narrative explanation as may be necessary to avoid misunderstanding and to assist the reader in understanding the presentation of financial information and operating data concerning, and in judging the financial condition of, the Major Participants.

The type of financial information and operating data relating to the Agency described in Sections 3(i)(A), (B) and (C) is currently included in the Official Statement dated June 26, 2018 and relating to the Bonds under the headings “DEBT SERVICE REQUIREMENTS”, “THE PROJECT” and “LITIGATION”. The type of financial information and operating data relating to the Major Participants described in Sections 3(ii)(A), (B) and (C) is currently included in the Official Statement dated June 26, 2018 under the headings “THE PROJECT PARTICIPANTS”, APPENDIX A – “MEMBER PARTICIPATION IN EMMA PROJECTS” and APPENDIX B – “THE MAJOR PARTICIPANTS”. The requirements contained in this section are intended to set forth a general description of the type of financial information and operating data to be provided; such descriptions are not intended to state more than general categories of financial information and operating data; and where the provisions of clause (i) call for information that no longer can be generated because the operations to which it related have been materially changed or discontinued, a statement to that effect shall be provided.

All or any portion of the Annual Financial Information may be incorporated therein by cross reference to any other documents which have been filed with (i) the MSRB through its EMMA system or (ii) the Securities and Exchange Commission; provided, however, that if the document is an official statement, it shall have been filed with the MSRB and need not have been filed elsewhere.

Annual Financial Information for any fiscal year containing any modified operating data or financial information (as contemplated by Section 7 hereof) for each such fiscal year shall explain, in narrative form, the reasons for such modification and the effect of such modification on the Annual Financial Information being provided for such fiscal year. If a change in accounting principles is included in any such modification, such Annual Financial Information shall present a comparison between the financial statements or information prepared on the basis of the modified accounting principles and those prepared on the basis of the former accounting principles. Such comparison shall include a qualitative discussion of the differences in the accounting principles and the impact of the change in the accounting principles on the presentation of the financial information. To the extent feasible, such comparison shall also be

quantitative. A notice of any such change in accounting principles shall be sent to the MSRB through its EMMA system.

Information From Major Participants. The Agency agrees to request, obtain and provide, pursuant to the All-Requirements Power Supply Project Contracts or otherwise, Annual Major Participant Financial Information, Audited Major Participant Financial Statements, and information relating to any change in fiscal year and the basis on which audited financial statements are prepared, from time to time and in sufficient time to permit the Agency to comply with the provisions of this Agreement, and shall enforce such provisions of this Agreement; the failure of any Major Participant to furnish any such requested information or data shall not excuse the performance by the Agency of any of its obligations under this Agreement. Under the All-Requirements Power Supply Project Contracts, the Participants are required to furnish to the Agency, upon request all information, financial statements and other documents as shall be reasonably necessary in connection with the financing of the All-Requirements Power Supply Project.

Section 4. Financial Statements. The Audited Financial Statements for each fiscal year shall be prepared in accordance with GAAP as in effect from time to time. Such financial statements shall be audited by an independent accounting firm.

All or any portion of the Audited or Unaudited Financial Statements may be incorporated therein by specific reference to any other documents which have been filed with (i) the MSRB through its EMMA system or (ii) the Securities and Exchange Commission; provided, however, that if the document is an official statement, it shall have been filed with the MSRB and need not have been filed elsewhere.

Section 5. Remedies. If the Agency shall fail to comply with any provision of this Agreement, then the Trustee or any Holder of Bonds may enforce, for the equal benefit and protection of all Holders similarly situated, by mandamus or other suit or proceeding at law or in equity, this Agreement against the Agency and any of its officers, agents and employees, and may compel the Agency or any of its officers, agents or employees to perform and carry out their duties under this Agreement; provided that the sole and exclusive remedy for breach of this Agreement shall be an action to compel specific performance of the obligations of the Agency hereunder and no person or entity shall be entitled to recover monetary damages hereunder under any circumstances, and, provided further, that any challenge to the adequacy of any information provided pursuant to Section 2 shall be brought only by the Trustee or the Holders of 25% in aggregate principal amount of the Bonds at the time outstanding which are affected thereby. Failure to comply with any provision of this Agreement shall not constitute a default under the Resolutions nor give right to the Trustee or any Holder to exercise any of the remedies under the Resolutions.

Section 6. Parties in Interest. This Agreement is executed and delivered solely for the benefit of the Holders of the Bonds which, for the purposes of Section 5, include those beneficial owners of Bonds specified in the definition of Holder set forth in Section 1. For the purposes of such Section 5, such beneficial owners of Bonds shall be third-party beneficiaries of this Agreement. No person other than those described in Section 5 shall have any right to enforce the provisions hereof or any other rights hereunder.

Section 7. Amendments. Without the consent of any Holders (except to the extent expressly provided below), the Agency and the Trustee at any time and from time to time may enter into any amendments or changes to this Agreement for any of the following purposes:

(i) to comply with or conform to Rule 15c2-12 or any amendments thereto or authoritative interpretations thereof by the Securities and Exchange Commission or its staff (whether required or optional) which are applicable to the Agreement;

(ii) to add a dissemination agent for the information required to be provided hereby and to make any necessary or desirable provisions with respect thereto;

(iii) to evidence the succession of another person to the Agency and the assumption by any such successor of the covenants of the Agency hereunder;

(iv) to add to the covenants of the Agency for the benefit of the Holders, or to surrender any right or power herein conferred upon the Agency; or

(v) for any other purpose as a result of a change in circumstances that arises from a change in legal requirements, change in law, or change in the identity, nature, or status of the Agency, or type of business conducted; provided that (1) the Agreement, as amended, would have complied with the requirements of Rule 15c2-12 at the time of the offering of the Bonds, after taking into account any amendments or authoritative interpretations of Rule 15c2-12, as well as any change in circumstances, (2) the amendment or change either (a) does not materially impair the interests of Holders, as determined by bond counsel or (b) is approved by the vote or consent of Holders of a majority in outstanding principal amount of the Bonds affected thereby at or prior to the time of such amendment or change and (3) the Trustee receives an opinion of bond counsel that such amendment is authorized or permitted by this Agreement.

Section 8. Termination. This Agreement shall remain in full force and effect until such time as all principal, redemption premiums, if any, and interest on the Bonds shall have been paid in full or legally defeased pursuant to the Resolutions (a "Legal Defeasance"); *provided, however,* that if Rule 15c2-12 (or successor provision) shall be amended, modified or changed so that all or any part of the information currently required to be provided thereunder shall no longer be required to be provided thereunder, then such information shall no longer be required to be provided hereunder; and *provided, further,* that if and to the extent Rule 15c2-12 (or successor provision), or any provision thereof shall be declared by a court of competent and final jurisdiction to be, in whole or in part, invalid, unconstitutional, null and void, or otherwise inapplicable to the Bonds, then the information required to be provided hereunder, insofar as it was required to be provided by a provision of Rule 15c2-12 so declared, shall no longer be required to be provided hereunder. Upon any Legal Defeasance, the Agency shall provide notice of such defeasance to the MSRB through its EMMA system. Such notice shall state whether the Bonds have been defeased to maturity or to redemption and the timing of such maturity or redemption. Upon any other termination pursuant to this Section 8, the Agency shall provide notice of such termination to the MSRB through its EMMA system.

Section 9. The Trustee.

(i) Except as otherwise set forth herein, this Agreement shall not create any obligation or duty on the part of the Trustee and the Trustee shall not be subject to any liability hereunder for acting or failing to act as the case may be.

(ii) The Agency shall indemnify and hold harmless the Trustee in connection with this Agreement, to the same extent provided in the Resolutions for matters arising thereunder.

Section 10. Governing Law. This Agreement shall be governed by the laws of the State of Florida determined without regard to principles of conflict of law.

Section 11. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be an original, but which together shall constitute one and the same Agreement.

[Remainder of page intentionally left blank; signatures appear on following page]

IN WITNESS WHEREOF, the undersigned have duly authorized, executed and delivered this Agreement as of the date first above written.

FLORIDA MUNICIPAL POWER AGENCY

By: _____

Name: Jacob Williams

Title: General Manager and CEO

TD BANK, NATIONAL ASSOCIATION,

as Trustee

By: _____

Name: David C. Leondi

Title: Vice President

Appendix B

Form of Notice to Major Participants

Date: [_____, ____]

TO: [Name, Title]
[Name of Project Participant] (the “_____”)

FROM: [Name, Title]
Florida Municipal Power Agency, on behalf of the [_____] Project

RE: Continuing Disclosure Agreement, dated as of [_____, ____], by and between Florida Municipal Power Agency, on behalf of the [_____] Project (the “Agency”) and [_____] as trustee (the “Trustee”) (as amended, modified, or supplemented from time to time, the “Continuing Disclosure Agreement”)

DATE: [_____, ____]

On [_____, ____], the Agency issued \$_____ in aggregate principal amount of its [Name of Bonds], Series _____ (the “Bonds”) for the [Name of Project] (the “Project”). In connection with the issuance of the Bonds, the Agency entered into a Continuing Disclosure Agreement which, among other things, requires the Agency to obtain and to provide or cause to be provided to the Municipal Securities Rulemaking Board through its Electronic Municipal Market Access system (“EMMA”) certain information about each of the participants in the Project which provide to FMPA at least 10.0% of the revenues for such Project in a fiscal year (each, a “Major Participant”). You are receiving this notice because as of the date hereof, the [Name of Participant] has been determined to be a Major Participant under the terms of the Continuing Disclosure Agreement.

As a Major Participant, you will need to submit the following information to FMPA:

(1) operating and financial information annually not later than [June 1]:¹

(A) financial and operating data consisting of: (1) the information of the type contained in Appendix B to the Official Statement (a copy of which is attached hereto), other than the information contained under the headings “General”; (2) information concerning sales of electric services, customers, and non-coincident peak demand; and (3) a presentation of the information concerning historical net energy requirements and peak demand;

(B) material litigation related to any of the foregoing; together with

(C) such narrative explanation as may be necessary to avoid misunderstanding and to assist the reader in understanding the presentation of financial information and operating data concerning, and in judging the financial condition of [Name of Participant]; and

¹The Agency is required to file the information on EMMA not later than nine months after the end of each fiscal year which is June 30.

(2) notice of the following events immediately upon their occurrence²:

(A) bankruptcy, insolvency, receivership or similar event of a Major Participant;

(B) the incurrence of a Financial Obligation (as defined below) of the Major Participant, if material, or agreement as to covenants, events of default, remedies, priority rights, or other similar terms of a Financial Obligation of the Major Participant, any of which affect holders of the Bonds, if material; and

(C) a default, event of acceleration, termination event, modification of terms, or other similar events under the terms of a Financial Obligation of the Major Participant, any of which reflect financial difficulties.

“Financial Obligation” (i) means a: (A) debt obligation; (B) derivative instrument entered into in connection with, or pledged as security or a source of payment for, an existing or planned debt obligation; or (C) guarantee of (A) or (B), but (ii) does not include municipal securities as to which a final official statement has been provided to the MSRB consistent with Rule 15c2-12.

For purposes of determining whether an obligation of the Commission is a “financial obligation” as defined above, the following guidelines shall apply:

(1) The term “financial obligation” does not include ordinary financial and operating liabilities incurred in the normal course of your business. The term is intended to pick up actual debt, debt-like obligations or obligations related to debt.

(2) Only leases where the Major Participant is lessee and the lease rentals are, to the knowledge of the Major Participant, pledged to repay a debt or operate as a way to borrow money shall constitute “financial obligations.” All other leases, whether or real property or equipment, entered into in the ordinary course of business shall not constitute “financial obligations.”

(3) Revolving credit agreements and commercial paper notes are “financial obligations”, but an event notice is only required to be filed when a major legal document associated with a revolving credit agreement or commercial paper note program is entered into or extended. An event notice need not be filed when the outstanding amount of the revolving credit line or commercial paper goes up or down because notes are issued or repaid.

(4) Only derivative obligations that have a direct nexus to a financial obligation need to be disclosed. Ordinary course commodity contracts would not need to be reported.

(5) [Other clarifications needed? Pending further internal discussion].

To ensure compliance with the notice events described above, FMPA hereby requests that you provide by email sent to the Treasurer of FMPA at [] not less frequently than monthly a statement confirming that no events requiring disclosure have occurred during the prior period and that you notify the Treasurer immediately after learning of any such event, regardless of materiality.

If you have any questions regarding this notice, please contact_____.

²FMPA is required to file notice each of these events on EMMA no later than 10 Business Days after the occurrence of such events.

Document comparison by Workshare 9 on Tuesday, September 10, 2019
10:47:41 AM

| Input: | |
|---------------|--|
| Document 1 ID | netdocuments://4841-0396-3298/2 |
| Description | FMPA Disclosure Procedures - 2019 Amendments |
| Document 2 ID | netdocuments://4841-0396-3298/3 |
| Description | FMPA Disclosure Procedures - 2019 Amendments |
| Rendering set | Standard |

| Legend: | |
|---------------------------|--|
| <u>Insertion</u> | |
| Deletion | |
| Moved from | |
| <u>Moved to</u> | |
| Style change | |
| Format change | |
| Moved deletion | |
| Inserted cell | |
| Deleted cell | |
| Moved cell | |
| Split/Merged cell | |
| Padding cell | |

| Statistics: | |
|----------------|-------|
| | Count |
| Insertions | 170 |
| Deletions | 17 |
| Moved from | 0 |
| Moved to | 0 |
| Style change | 0 |
| Format changed | 0 |
| Total changes | 187 |

AGENDA ITEM 10 – REPORTS

g. FGU August Storage Report

**Finance Committee Meeting
September 19, 2019**

FMPA Storage Management Report

Florida Gas Utility

August 2019



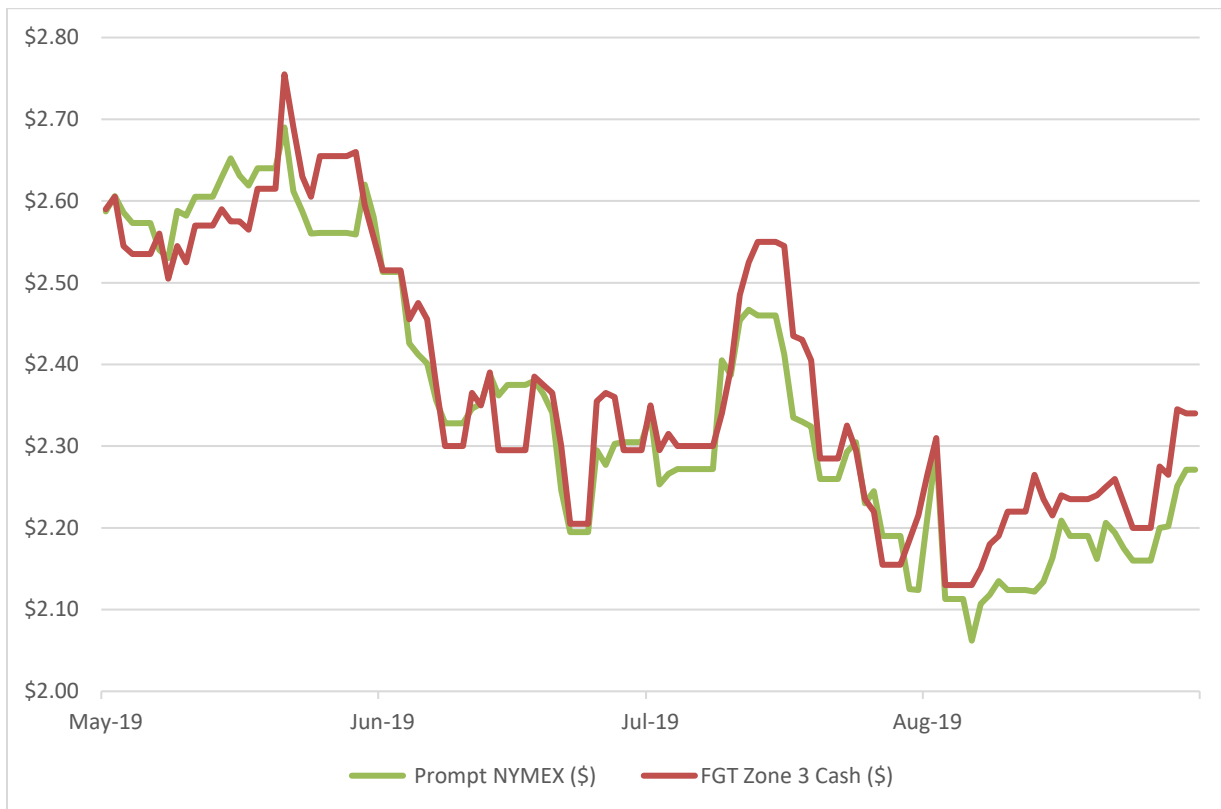
Executive Summary – August 2019 Activity

In August 2019, FGU conducted no physical gas injections nor withdrawals during the month. Cash market gas prices at FGT Zone 3 consistently traded at a premium to the prompt-month (i.e., September 2019) during August, but not at a level sufficient to provide an economic opportunity for withdrawal. This is not uncommon during the peak summer demand month of August and reflects an expectation of lower average gas demand in September and October versus the August demand. FMPA's optimized storage position, as of August 31, 2019 is long 379,748 Dths of storage inventory (84% full) and short a total of 380,00 Dths of financial hedges (short 157,500 Dths of October 2019 futures, and short 222,500 Dths of February 2020 futures). These financial positions are housed in FGU's clearing account with Rosenthal Collins Group (RCG) with associated margining requirements. FMPA's net optimized storage position increased in value by \$26,135 during the month of August 2019 due primarily to the strengthening of the value of the September/October 2019 contracts (and associated value of FMPA's storage inventory) relative to the value of the short storage hedge positions held in the February 2020 contract.

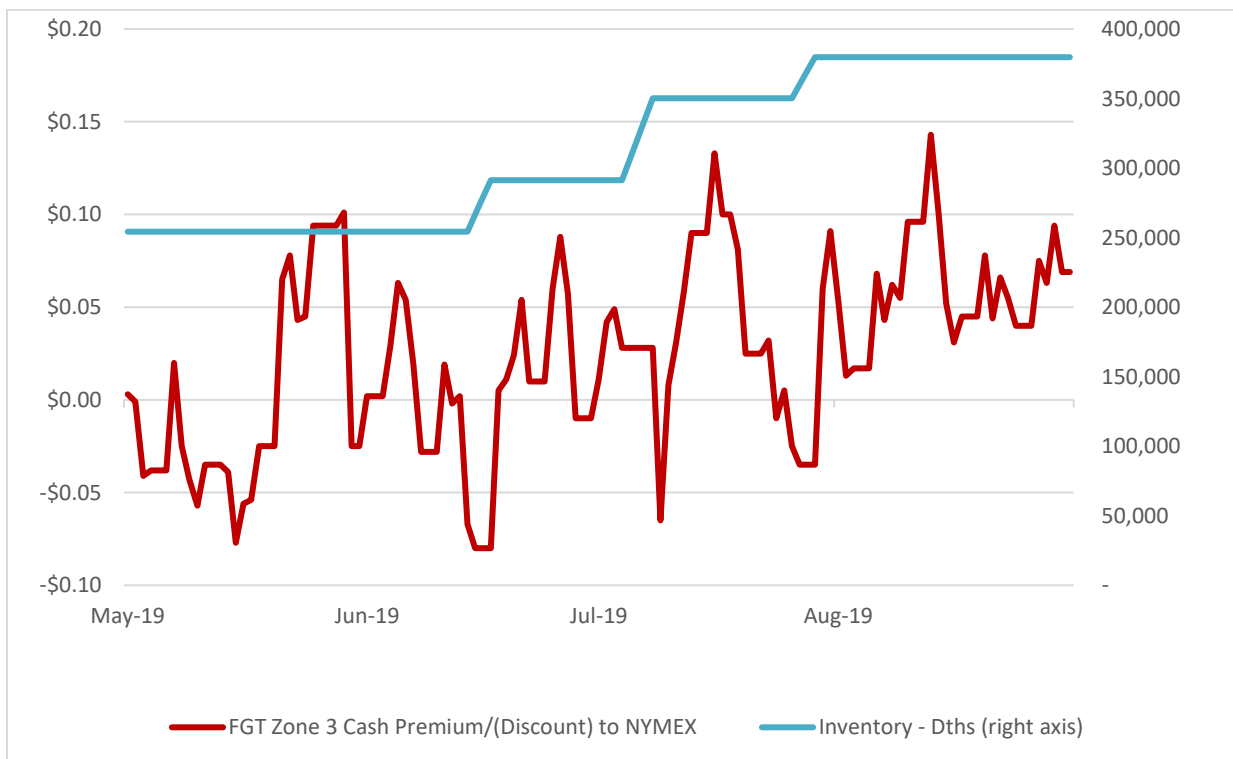
As referenced above, during August the NYMEX forward curve devalued the upcoming winter price premium over the prompt-month contract. The chart below illustrates that trend over the past month of trading. The spread started the month with the prompt-month (i.e., September 2019) contract valued at a \$0.39/Dth discount to the February 2020 contract and ended the month at a \$0.31/Dth discount. This spread change is generally a sign that the gas market believes that there will be adequate supply, in the form of production and storage inventory, entering the winter season to meet the heating-season demand. As such, the marketplace does not place as much value on the peak winter month contracts and the spread is reduced. To guard against the risk that this spread erodes the seasonal value of FMPA's storage capacity, FGU maintains some of the storage hedge positions in the February 2020 NYMEX contract as part of a diversification strategy. FGU will continue to monitor the forward NYMEX curve for any opportunities to reposition hedges between to the prompt-month NYMEX contract and the February 2020 contract based on the relative pricing between the two and FMPA's storage objectives.



FGT Zone 3 Cash Market vs NYMEX Prompt-Month Futures



Cash Market Spread to NYMEX Prompt-Month vs FMPA Storage Inventory Level



Summary of Existing Physical Inventory Position (8/31/2019)

| Total Inventory Volume | Total Inventory Cost | Inventory WACOG | Market Value | Marked to Market | Unrealized Gain/(Loss) |
|------------------------|----------------------|-----------------|--------------|------------------|------------------------|
| 379,748 | \$982,056 | \$2.59 | \$2.32 | \$881,965 | (\$100,092) |

Summary of Existing Financial and Forward Physical Risk Management Positions (8/31/2019)

| Delivery Month | Net Position | Realized Gain/(Loss) to Date | Open Equity | Total Value |
|----------------|--------------|------------------------------|-------------|-------------|
| May-19 | 0 | \$23,568 | \$0 | \$23,568 |
| Jun-19 | 0 | (\$1,373) | \$0 | (\$1,373) |
| Jul-19 | 0 | \$19,603 | \$0 | \$19,603 |
| Aug-19 | 0 | \$24,620 | \$0 | \$24,620 |
| Sep-19 | 0 | \$8,903 | \$0 | \$8,903 |
| Oct-19 | (157,500) | \$0 | (\$21,155) | (\$4,980) |
| Nov-19 | 0 | \$0 | \$0 | \$0 |
| Dec-19 | 0 | \$0 | \$0 | \$0 |
| Jan-20 | 0 | \$0 | \$0 | \$0 |
| Feb-20 | (222,500) | \$12,513 | \$59,112 | \$71,625 |
| Mar-20 | 0 | \$0 | \$0 | \$0 |
| Apr-20 | 0 | \$0 | \$0 | \$0 |
| May-20 | 0 | \$0 | \$0 | \$0 |
| Jun-20 | 0 | \$0 | \$0 | \$0 |
| Jul-20 | 0 | \$0 | \$0 | \$0 |
| Aug-20 | 0 | \$0 | \$0 | \$0 |
| Sep-20 | 0 | \$0 | \$0 | \$0 |
| Oct-20 | 0 | \$0 | \$0 | \$0 |
| Nov-20 | 0 | \$0 | \$0 | \$0 |
| Dec-20 | 0 | \$0 | \$0 | \$0 |
| Jan-21 | 0 | \$0 | \$0 | \$0 |
| Feb-21 | 0 | \$0 | \$0 | \$0 |
| Mar-21 | 0 | \$0 | \$0 | \$0 |
| Apr-21 | 0 | \$0 | \$0 | \$0 |

Summary of Historical Value - Physical and Financial (December 2009 through August 2019)

| Optimization Activity | Net Position (Dths) | Total Realized Gain/(Loss) | Unrealized Gain/(Loss) | Total Storage Net Benefit |
|--|---------------------|----------------------------|------------------------|---------------------------|
| Current Physical/Financial Positions (8/31/2019) | -252 | \$2,786,417 | (\$62,134) | \$2,724,283 |
| Fees & Commissions | | (\$47,529) | | \$2,676,754 |
| NJRES Capacity Release | | \$477,598 | | \$3,154,352 |
| Sale of Call Options (Jan 2015) | | \$26,000 | | \$3,180,352 |

Schedule of FMPA Gas and Cash Flows Related to FGU Storage Services

| Month | Actual Injection Cost/ NYMEX Curve (8/30/19) | Actual/ Anticipated Cash Flow (\$) | Net Injection Volume (Dths) | Net Withdrawal Volume (Dths) | Running Inventory Balance at End of Month (Dths) | Running Inventory Cost Balance (\$) | WACOG (\$/Dth) |
|--------|--|------------------------------------|-----------------------------|------------------------------|--|-------------------------------------|----------------|
| Apr-19 | \$2.46 | \$295,171 | 119,795 | 0 | 254,264 | \$691,123 | \$2.7181 |
| May-19 | \$0.00 | \$0 | 0 | 0 | 254,264 | \$691,123 | \$2.7181 |
| Jun-19 | \$2.35 | \$86,815 | 36,927 | 0 | 291,191 | \$777,937 | \$2.6716 |
| Jul-19 | \$2.30 | \$204,119 | 88,557 | 0 | 379,748 | \$982,056 | \$2.5861 |
| Aug-19 | \$0.00 | \$0 | 0 | 0 | 379,748 | \$982,056 | \$2.5861 |
| Sep-19 | \$2.29 | \$182,800 | 80,000 | 0 | 459,748 | \$1,164,856 | \$2.5337 |
| Oct-19 | \$2.32 | \$46,480 | 20,000 | 0 | 479,748 | \$1,211,336 | \$2.5249 |
| Nov-19 | \$2.49 | \$0 | 0 | 0 | 479,748 | \$1,211,336 | \$2.5249 |
| Dec-19 | \$2.59 | \$0 | 0 | 0 | 479,748 | \$1,211,336 | \$2.5249 |
| Jan-20 | \$2.56 | (\$631,236) | 0 | 250,000 | 229,748 | \$580,101 | \$2.5249 |
| Feb-20 | \$2.47 | (\$441,865) | 0 | 175,000 | 54,748 | \$138,236 | \$2.5249 |
| Mar-20 | \$2.28 | \$0 | 0 | 0 | 54,748 | \$138,236 | \$2.5249 |
| Apr-20 | \$2.26 | \$0 | 0 | 0 | 54,748 | \$138,236 | \$2.5249 |
| May-20 | \$2.30 | \$505,340 | 220,000 | 0 | 274,748 | \$643,576 | \$2.3424 |
| Jun-20 | \$2.34 | \$0 | 0 | 0 | 274,748 | \$643,576 | \$2.3424 |
| Jul-20 | \$2.35 | \$0 | 0 | 0 | 274,748 | \$643,576 | \$2.3424 |
| Aug-20 | \$2.33 | \$0 | 0 | 0 | 274,748 | \$643,576 | \$2.3424 |
| Sep-20 | \$2.35 | \$482,570 | 205,000 | 0 | 479,748 | \$1,126,146 | \$2.3474 |
| Oct-20 | \$2.42 | \$0 | 0 | 0 | 479,748 | \$1,126,146 | \$2.3474 |
| Nov-20 | \$2.58 | \$0 | 0 | 0 | 479,748 | \$1,126,146 | \$2.3474 |
| Dec-20 | \$2.70 | \$0 | 0 | 0 | 479,748 | \$1,126,146 | \$2.3474 |
| Jan-21 | \$2.67 | (\$586,842) | 0 | 250,000 | 229,748 | \$539,303 | \$2.3474 |
| Feb-21 | \$2.56 | (\$410,790) | 0 | 175,000 | 54,748 | \$128,514 | \$2.3474 |
| Mar-21 | \$2.31 | \$0 | 0 | 0 | 54,748 | \$128,514 | \$2.3474 |
| Apr-21 | \$2.30 | \$0 | 0 | 0 | 54,748 | \$128,514 | \$2.3474 |
| May-21 | \$2.33 | \$466,000 | 200,000 | 0 | 254,748 | \$594,514 | \$2.3337 |
| Jun-21 | \$2.37 | \$0 | 0 | 0 | 254,748 | \$594,514 | \$2.3337 |
| Jul-21 | \$2.38 | \$0 | 0 | 0 | 254,748 | \$594,514 | \$2.3337 |
| Aug-21 | \$2.37 | \$0 | 0 | 0 | 254,748 | \$594,514 | \$2.3337 |

Winter months

Bold = actual data

- Negative values reflect withdrawals of storage gas that have already been paid for.
- Positive values reflect charges to FMPA for gas purchases to be injected into storage.
- Months above reflect the period of storage activity and the actual charge/credit from FGU would occur the following month.

AGENDA ITEM 11 – COMMENTS

**Finance Committee Meeting
September 19, 2019**

AGENDA ITEM 12 – ADJOURNMENT

**Finance Committee Meeting
September 19, 2019**