



ARP EXECUTIVE COMMITTEE AGENDA PACKAGE

SEPTEMBER 15, 2022

**9:15 a.m. [NOTE TIME] (or immediately
following the Board of Directors meeting)**

Dial-in info: 1-321-299-0575

Conference ID Number: 124 056 254#

Committee Members

Howard McKinnon, Havana - Chairman

Lynne Tejeda, Key West – Vice Chair

Steve Macholz, Bushnell

Lynne Mila, Clewiston

Jan Bagnall, Fort Meade

Javier Cisneros, Fort Pierce

Robert Page, Green Cove Springs

Allen Putnam, Jacksonville Beach

Larry Mattern, Kissimmee

Brad Chase, Leesburg

Mike New, Newberry

Doug Peebles, Ocala

Drew Mullins, Starke

Meeting Location

Florida Municipal Power Agency

8553 Commodity Circle

Orlando, FL 32819

(407) 355-7767



MEMORANDUM

TO: FMPA Executive Committee
 FROM: Jacob A. Williams, General Manager and CEO
 DATE: September 7, 2022
 RE: FMPA Executive Committee Meeting
Thursday, DATE at 9:15 a.m. [NOTE TIME]
 (or immediately following the Board of Directors meeting)
 PLACE: Florida Municipal Power Agency
 8553 Commodity Circle, Orlando, FL 32819
 Fredrick M. Bryant Board Room

DIAL-IN: 321-299-0575, Meeting Number 124 056 254#

LINK: [Click here to join the meeting](#)

(If you have trouble connecting via phone or internet, call 407-355-7767)

Chairperson Howard McKinnon, Presiding

AGENDA

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***Item also on the Board of Directors Agenda.**

**** Item(s) Subject to Super Majority Vote**

NOTE: 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 (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**

**Executive Committee
September 15, 2022**

**AGENDA ITEM 2 – Set Agenda (by
Vote)**

**Executive Committee
September 15, 2022**

**AGENDA ITEM 3 – RECOGNITION OF
GUESTS**

**Executive Committee
September 15, 2022**

**AGENDA ITEM 4 – PUBLIC
COMMENTS (INDIVIDUAL
COMMENTS TO BE LIMITED TO 3
MINUTES)**

**Executive Committee
September 15, 2022**

**AGENDA ITEM 5 – COMMENTS
FROM THE CHAIRMAN**

**Executive Committee
September 15, 2022**

VERBAL REPORT

**AGENDA ITEM 6 – REPORT FROM
THE GENERAL MANAGER**

**Executive Committee
September 15, 2022**

**AGENDA ITEM 7 – CONSENT
AGENDA**

- a. Approval of the Minutes –
Meetings Help August 18, 2022
and ARP Telephonic Rate
Workshop Help August 11, 2022**

**Executive Committee
September 15, 2022**

CLERKS DULY NOTIFIED August 9, 2022
AGENDA PACKAGES POSTED..... August 9, 2022

MINUTES
EXECUTIVE COMMITTEE MEETING
THURSDAY AUGUST 18, 2022
FLORIDA MUNICIPAL POWER AGENCY
8553 COMMODITY CIRCLE
ORLANDO, FL 32819

PARTICIPANTS
PRESENT:

Steve Macholz, Bushnell
Lynne Mila, Clewiston
Jan Bagnall, Fort Meade (virtual)
Javier Cisneros, Fort Pierce
Bob Page, Green Cove Springs
Howard McKinnon, Havana
Allen Putnam, Jacksonville Beach
Lynne Tejeda, Key West
Larry Mattern, Kissimmee
Doug Peebles, Ocala
Drew Mullins, Starke

OTHERS
PRESENT

Brad Hiers, Bartow
Daniel Retherford, Fort Pierce
Brian King, Lake Worth Beach(virtual)
Tyler Puckett, Ocala
Claston Sunanon, Orlando
Scott Roberts, Starke
Craig Dunlap, Dunlap & Associates, Inc.
Tom Geoffroy, FGU

STAFF
PRESENT

Jacob Williams, General Manager and CEO
Jody Finklea, General Counsel and CLO
Ken Rutter, Chief Operating Officer
Linda S. Howard, Chief Financial Officer
Chris Gowder, Business Development and System Operations Director
Dan O'Hagan, Assistant General Counsel and Manager of
Regulatory Compliance
Mike McCleary, Manager of Member Services Development
Rich Popp, Treasurer and Risk Director
Sharon Adams, Chief People and Member Services Officer
Sue Utley, Executive Asst. /Asst. Secy. to the Board
Lindsay Jack, Administrative Assistant
Jason Wolfe, Financial Planning Rates and Budget Director
Susan Schumann, Public Relations and External Affairs Manager
Jose C. Molina-Bravo, Manager of Member Services Development

Rachel Ilardi, Public Relations Specialist
Ryan Dumas, Public Relations Specialist
Wayne Koback, IT Manager

ITEM 1 - CALL TO ORDER, ROLL CALL, AND DECLARATION OF QUORUM

Chairperson Howard McKinnon, Havana, called the FMPA Executive Committee meeting to order at 12:21 p.m., Thursday, August 18, 2022, in the Frederick M. Bryant Board Room at Florida Municipal Power Agency 8553 Commodity Circle, Orlando, Florida. The roll was taken, and a quorum was declared with 11 members present out of a possible 13.

ITEM 2 – SET AGENDA (BY VOTE)

MOTION: Javier Cisneros, Fort Pierce, moved approval of the agenda as presented, with the amendment of moving information item 9.b. to new action item 8.c. Allen Putnam, Jacksonville Beach, seconded the motion. Motion carried 11-0.

ITEM 3 – RECOGNITION OF GUESTS

Craig Dunlap, Tom Geoffroy (virtual), Scott Roberts

ITEM 4 – PUBLIC COMMENTS

None

ITEM 5 – COMMENTS FROM THE CHAIRMAN

None

ITEM 6 – REPORT FROM GENERAL MANAGER

Nothing further to report.

ITEM 7 – CONSENT AGENDA

- a. Approval of Meeting Minutes – Meeting Held July 13, 2022 and ARP Telephonic Rate Workshop Held July 12, 2022, Meeting Held July 7, 2022 and Special-Called EC TEAMS/Telephonic Meeting Held July 29, 2022**
- b. Approval of the Treasury Reports – As of June 30, 2022**
- c. Approval of the Preliminary Agency and All-Requirements Project Financials as of June 30, 2022**

d ARP 12-month Capacity Reserve Margin Report

MOTION: Javier Cisneros, Fort Pierce, moved approval of the Consent Agenda as presented. Lynne Tejada, Key West, seconded the motion. Motion carried 11-0.

ITEM 8 – ACTION ITEMS:

a. Natural Gas and Power Price Stability Update

MOTION: Javier Cisneros, Fort Pierce, moved approval for FMPA entering into gas price risk management transactions at the following terms and price points: 15% at \$8.25, 15% at \$8.00, and 25% at \$7.75, for December 2022 through February 2023. Staff is given the discretion to trigger such additional gas price risk management transactions that are within \$0.10 of the aforementioned price levels. This approval supersedes previous approvals for gas price risk management transactions for the same period that have yet to be executed. Larry Mattern, Kissimmee, seconded the motion. Motion carried 11-0.

MOTION: Larry Mattern, Kissimmee, moved approval for FMPA entering into additional gas price risk management transactions at the following terms and price points for March 2023: 25% at \$7.00, 20% at \$6.00, and 15% at \$5.50. Staff is given the discretion to trigger such additional gas price risk management transactions that are within \$0.10 of the aforementioned price levels. Drew Mullins, Starke, seconded the motion. Motion Carried 11-0.

MOTION: Javier Cisneros, Fort Pierce, moved approval for FMPA entering into additional gas price risk management transactions at the following terms and price points for the period of April 2023 through March 2024: 25% at \$5.75 (as an average over the entire period). Staff is given the discretion to trigger such additional gas price risk management transactions that are within \$0.10 of the aforementioned price level. Drew Mullins, Starke, seconded the motion. Motion Carried 11-0.

b. Stock Island Update and Additional Funding Request

MOTION: Javier Cisneros, Fort Pierce, moved approval to authorize the General Manager & CEO to execute spending, not to exceed \$5.6 million, to continue containment and remediation of Stock Island oil discharge through December 2022. Larry Mattern, Kissimmee, seconded the motion. Motion Carried 11-0.

c. Solar I Poinsett Proposal and Solar II Letter of Intent with Origis Energy

MOTION: Larry Mattern, Kissimmee, moved approval for FMPA staff to reject FRP's best and final pricing for alternative site to Poinsett facility and for FMPA to enter into letter of intent with Origis and to move forward with activities specified in the principal terms, including approval of any underlying amendments to agreements between FMPA

and Origis, and FMPA and the ARP Solar Phase II participants, to effect the terms and conditions of the LOI. Javier Cisneros, Fort Pierce, seconded the motion. Motion Carried 111-0.

ITEM 9 – INFORMATION ITEMS:

a. Annual Disclosure Training for the Executive Committee and Board of Directors was Held After the Last Information Item at the Board of Directors Meeting

JoLinda Herring and Randy Clements of Bryant Miller Olive presented the Disclosure Training as the last information item on the Board of Directors agenda.

b. Solar I Poinsett Proposal and Solar II Letter of Intent with Origis Energy

Addressed as Action Item 8.c.

c. Discussion of a \$15M Pooled Loan Borrowing

MOTION: Allen Putnam, Jacksonville Beach, moved approval to revise the Executive Committee's previous authorization to use the Series 2021B bond proceeds as liquidity support for the gas price risk management program from an amount not to exceed \$70 million, to a new not to exceed amount of \$85 million. Bob Page, Green Cove Springs, seconded the motion. Motion Carried 11-0.

MOTION:

d. Summary of Finance Committee Items

Linda S. Howard reported on upcoming items from the Finance Committee.

e. Annual Environmental Report

This item was postponed until the September Executive Committee meeting.

ITEM 10 – Member Comments

Larry Mattern, Kissimmee, said he is glad Amy Deese is back at FMPA because she does a great job and he has known her since she was at the Department of Environmental Protection.

ITEM 11 – Adjournment

There being no further business, the meeting was adjourned at 1:48 p.m.

Howard McKinnon
Chairman, Executive Committee

Sue Utley
Assistant Secretary

Approved: _____

Seal

PUBLIC NOTICE SENT TO CLERKS..... August 9, 2022
AGENDA PACKAGES SENT TO MEMBERS August 9, 2022

**MINUTES
EXECUTIVE COMMITTEE
ALL-REQUIREMENTS POWER SUPPLY PROJECT
TELEPHONIC RATES MEETING
THURSDAY, AUGUST 11, 2022
FLORIDA MUNICIPAL POWER AGENCY
8553 COMMODITY CIRCLE
ORLANDO, FLORIDA 32819**

COMMITTEE MEMBERS PRESENT VIA TELEPHONE

Christina Simmons, Bushnell
Lynne Mila, Clewiston
Javier Cisneros, Craig Crawford, Fort Pierce
Bob Page, Green Cove Springs
Howard McKinnon, Havana
Allen Putnam, Jacksonville Beach
Lynne Tejeda, Jesse Perloff, Key West
Larry Mattern, Kissimmee
Jim Williams, Leesburg
Dallas Lee, Newberry
Doug Peebles, Ocala

*arrived after roll call.

COMMITTEE MEMBERS ABSENT

Drew Mullins, Starke
Jan Bagnall, Fort Meade

STAFF PRESENT

Jacob Williams, General Manager and CEO
Jody Finklea, General Counsel and CLO (via telephone)
Ken Rutter, Chief Operating Officer (via telephone)
Sharon Adams, Chief People and Member Services Officer
Sue Utley, Executive Assistant to General Manager and CEO / Asst.
Secy. to the Board
Lindsay Jack, Administrative Specialist
Jason Wolfe, Financial Planning, Rates and Budget Director
Denise Fuentes, Financial Planning, Budget and Financial Analyst II

Item 1 – Call to Order and Roll Call

Howard McKinnon, Chair, called the Executive Committee All-Requirements Telephonic Rate Workshop to order at 2:00 p.m. on Thursday, August 11, 2022, via telephone. A speaker telephone for public attendance and participation was located in the 1st Floor Conference Room at Florida Municipal Power Agency, 8553 Commodity Circle, Orlando, Florida.

Item 2 – Review of July ARP Rate Calculation

Denise Fuentes, gave an update on the July natural gas markets; provided an overview of the July loads and reviewed the July ARP rate calculation.

Item 3 – Action Item – Possible Natural Gas and Power Price Stability

Jacob Williams presented an update on the outlook for natural gas and power prices.

MOTION: Lynne Tejeda, Key West, proposed an increase in the threshold by \$0.60 (sixty cents). Allen Putnam, Jacksonville Beach, seconded the motion. Motion carried 11-0.

Item 4 – Member Comments

None

Item 5 - Adjournment

There being no further business, the meeting was adjourned at 2:32 p.m.

Approved

HM/su

**AGENDA ITEM 7 – CONSENT
AGENDA**

- b. Approval of Treasury Reports as
of July 30, 2022**

**Executive Committee
September 15, 2022**



AGENDA PACKAGE MEMORANDUM

TO: FMPA Executive Committee
FROM: Sena Mitchell
DATE: September 13, 2022
ITEM: EC 7(b) – Approval of the All-Requirements Project Treasury Reports as of July 31, 2022

- Introduction
- This report is a quick summary update on the Treasury Department’s functions.
 - The Treasury Department reports for July are posted in the member portal section of FMPA’s website.
-

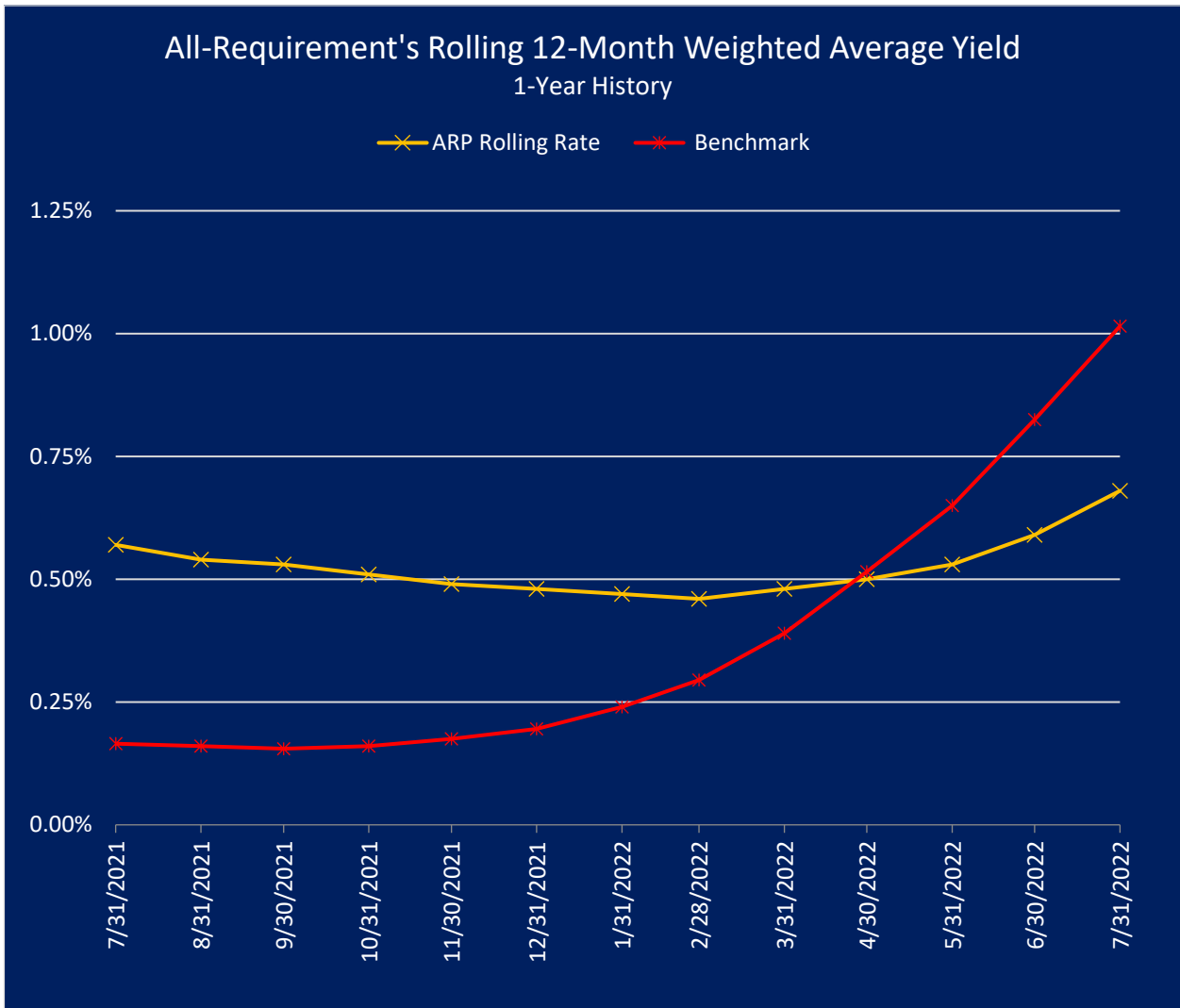
Debt Discussion

The All-Requirements Project has fixed rate debt. The fixed rate percentage of total debt is 100%. The estimated debt interest funding for fiscal year 2022 as of July 31, 2022, is \$35,399,045. The total amount of debt outstanding is \$818,585,000.

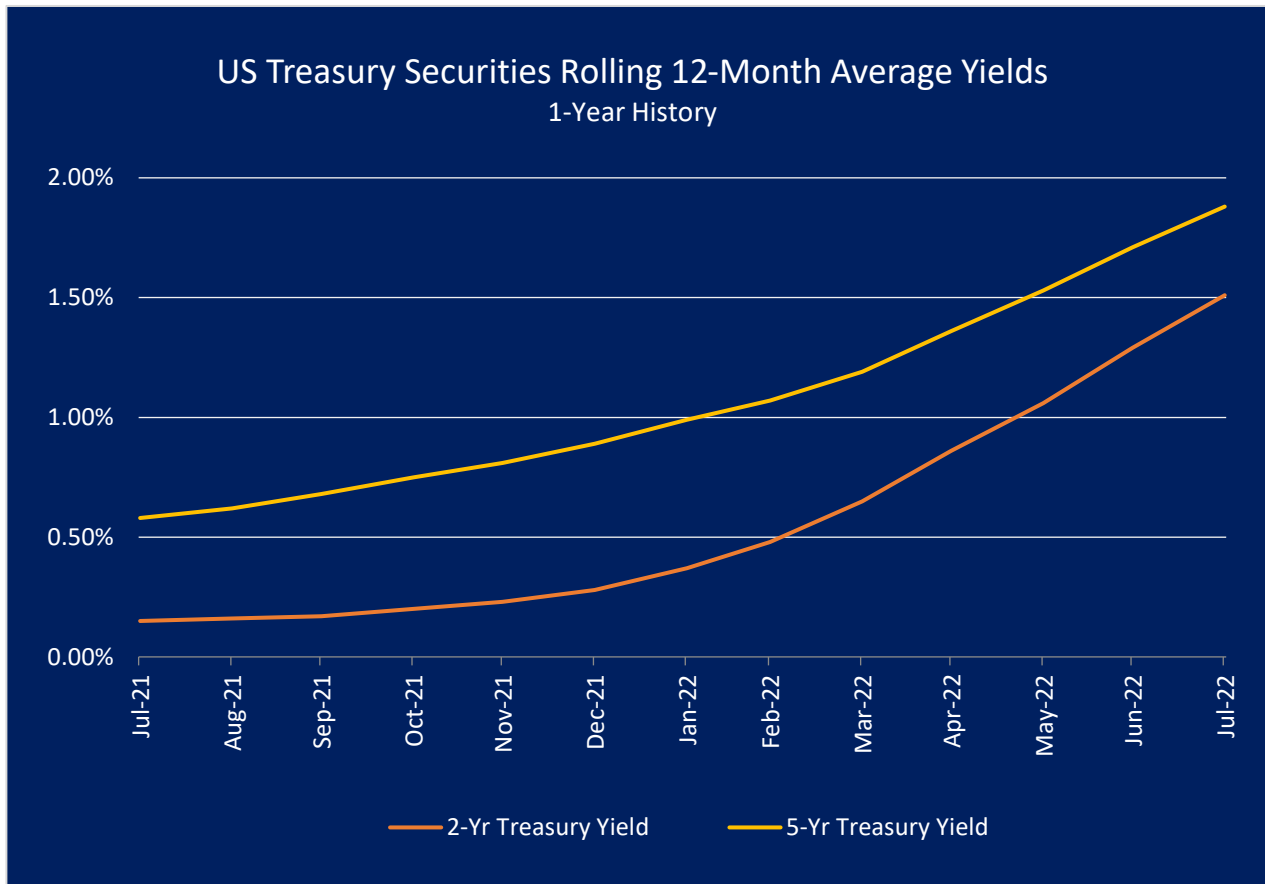
Investment Discussion

The investments in the Project are comprised of debt from the government-sponsored enterprises such as the Federal Farm Credit Bank, Federal Home Loan Bank, Federal Home Loan Mortgage Corporation (Freddie Mac), and Federal National Mortgage Association (Fannie Mae), as well as investments in U.S. Treasuries, Municipal Bonds, Certificates of Deposits, Corporate Notes, Commercial Paper, Local Government Investment Pools and Money Market Mutual Funds.

As of July 31, 2022, the All-Requirements Project investment portfolio had a rolling 12-month weighted average yield of 0.68%, reflecting the All-Requirements Project need for liquidity. The benchmarks (SBA’s Florida Prime Fund and the 2-year US Treasury Note) and the Project’s rolling 12-month weighted average yields are graphed below:



Below is a graph of the rolling 12-month average US Treasury yields for the past year. The orange line is the 2-year Treasury which had a rolling 12-month average yield on July 31, 2022 of 1.51%. The yellow line is the 5-year Treasury rolling 12-month average yield which was 1.88%.



The Investment Report for July is posted in the “Member Portal” section of FMMPA’s website.

Recommended
Motion

Move for approval of the Treasury Reports for July 31, 2022

**AGENDA ITEM 7 – CONSENT
AGENDA**

- c. Approval of the Agency and All-
Requirements Project Financials
as of July 30, 2022**

**Executive Committee
September 15, 2022**



Linda S. Howard, CPA, CTP
Chief Financial Officer

MEMORANDUM

TO: FMPA Executive Committee
FROM: Linda Howard
DATE: September 13, 2022
SUBJECT: EC 7c – Approval of the Agency and All-Requirements Project Financials for the period ended July 31, 2022

Discussion: The summary and detailed financial statements, which include GASB #62 transactions, of the Agency and All- Requirements Project for the period ended July 31, 2022 are posted on the Document Portal section of FMPA’s website.

Recommended Motion: Move approval of the Agency and All-Requirements Project Preliminary Financial reports for the month of July 31, 2022.

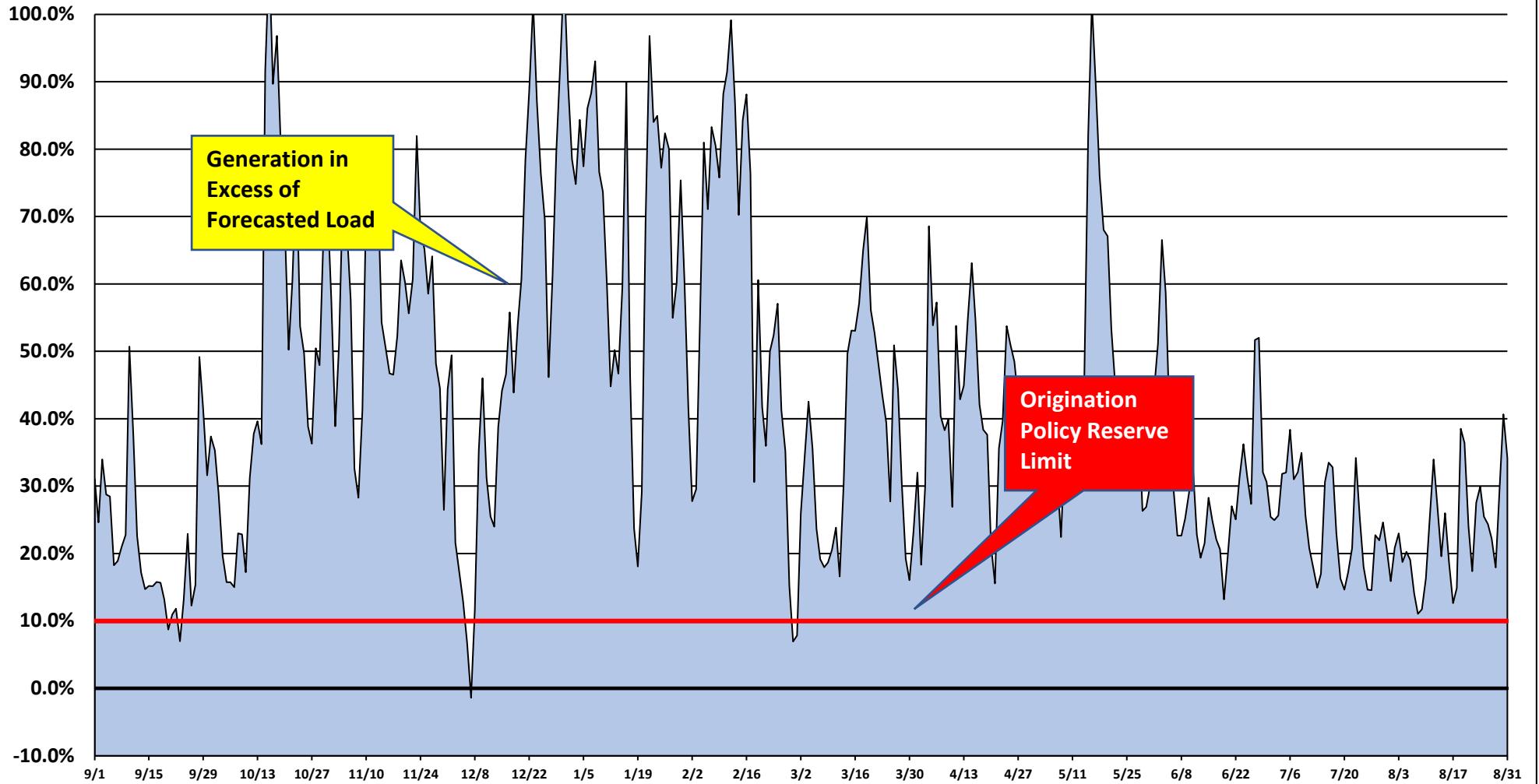
LH/GF

**AGENDA ITEM 7 – CONSENT
AGENDA**

**d. ARP 12-month Capacity Reserve
Margin Report**

**Executive Committee
September 15, 2022**

ARP Daily Reserve Margins September 2022 through August 2023



AGENDA ITEM 8 – ACTION ITEMS

- a. Approval of Resolution 2022-EC3
– Pooled Loan**

**Executive Committee
September 15, 2022**



8a – Approval of Resolution 2022-EC3 – Pooled Loan Series C

Executive Committee

September 15, 2022

Additional Liquidity Demand on ARP

Most of \$100 Million Borrowing Accounted For

- Demand on liquidity
 - Future gas positions margin support
 - Additional positions may be purchased
 - 60-Day operations and maintenance supplement
 - General risks of project
 - Hurricane
 - Forced plant outages

Pooled Loan Borrowing For \$15 Million

Pooled Loan: Fast, Flexible, and Low Issue Costs

- Significant Items in the Pooled Loan Resolution Structure

- **Term: 3 years**

- Allows for prepayment without penalty
- Monthly interest payments
- Balloon principal payment upon maturity

- **Taxable Borrowing** allows for broad use of funds

- Working Capital, O&M Expenses, Margin posting, or Capital incurred

- **Variable Interest Rate**

- Monthly “Secured Overnight Financing Rate (SOFR)” + 79bps
 - Current Interest Expense 3.312% vs. State Board of Administration 2.24%
 - Spread between interest expense and interest revenues 1.072bps or \$160,800 per year
- Matches investment structure (avoids selling investment at a loss if funds are needed)

Next Steps

- Board of Directors approves Pooled Loan modification to allow for a new Trustee (Bank of New York Mellon)
 - TD Bank cannot be the Trustee for both the borrower and the lender
- Open Trustee accounts
- Open Separate O&M account
- Pay issues costs
 - Maximum set in Resolution \$65,000
 - First Horizon, First Horizon's Attorney, Nixon Peabody, and Trustees

Recommended Action

- Move approval of Resolution 2022-EC3

RESOLUTION OF THE EXECUTIVE COMMITTEE OF THE FLORIDA MUNICIPAL POWER AGENCY, AS AGENT FOR ALL-REQUIREMENTS POWER SUPPLY PROJECT (I) APPROVING AND ADOPTING THIS ALL-REQUIREMENTS POWER SUPPLY PROJECT SUBORDINATED DEBT RESOLUTION NO. 30; (II) APPROVING AND AUTHORIZING THE EXECUTION OF THE INITIAL POOLED LOAN PROJECT LOAN AGREEMENT AND PROMISSORY NOTE BY FLORIDA MUNICIPAL POWER AGENCY, AS AGENT FOR THE ALL-REQUIREMENTS POWER SUPPLY PROJECT; (III) DELEGATING CERTAIN MATTERS RELATING THERETO TO AUTHORIZED SIGNATORIES; (IV) DESIGNATING AUTHORIZED SIGNATORIES; (V) DESIGNATING AUTHORIZED OFFICERS; (VI) TAKING CERTAIN OTHER ACTIONS; AND (VII) PROVIDING AN EFFECTIVE DATE.

BE IT RESOLVED BY THE EXECUTIVE COMMITTEE OF FLORIDA MUNICIPAL POWER AGENCY, AS AGENT FOR THE ALL-REQUIREMENTS POWER SUPPLY PROJECT (“FMPA”):

ARTICLE I.

Definitions and Authority

SECTION 1.01. Authority for this Resolution. This Resolution is adopted pursuant to Chapter 361, Part II, Florida Statutes, Chapter 166, Part II, Florida Statutes, and Section 163.01, Part I, Florida Statutes, as amended, and other applicable provisions of law.

SECTION 1.02. Supplemental Resolution. This All-Requirements Power Supply Project Subordinated Debt Resolution No. 30 is supplemental to the All-Requirements Power Supply Project Revenue Bond Resolution (the “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 as so supplemented and amended is hereinafter referred to as the “Resolution.”

SECTION 1.03. Terms. Except as otherwise defined herein, all terms which are defined in the Loan Agreement to be entered into by FMPA, as agent for the Initial Pooled Loan Project, and FMPA, as agent for the All-Requirements Power Supply Project, and First Horizon Bank, a Tennessee banking corporation (the “Loan Agreement”), shall have the same meanings herein as such terms are given in said Loan Agreement attached hereto, in substantial form, as **Exhibit A**, together with such changes therein as the Authorized Signatories may deem necessary or desirable, such execution and delivery to be conclusive evidence of the approval of the terms and conditions thereof by the Authorized Signatories.

The term “Subordinated Debt Resolution No. 30” shall mean this All-Requirements Power Supply Project Subordinated Debt Resolution No. 30. This Subordinated Debt Resolution No. 30 shall constitute a “Supplemental Resolution” within the meaning of the Resolution.

Except where the context otherwise requires, words importing the singular number shall include the plural number and vice versa, and words importing persons shall include firms, associations, corporations, districts, agencies and bodies.

SECTION 1.04. Authority for this Subordinated Debt Resolution No. 30. This Subordinated Debt Resolution No. 30 is adopted pursuant to the provisions of the Act and in accordance with Article X of the Resolution.

ARTICLE II

Authorization to Borrow and Execute the the Loan Agreement and the Promissory Note

SECTION 2.01. Authorization to Borrow. Pursuant to the provisions of the Resolution, FMPPA, as agent for the All-Requirements Power Supply Project, is hereby authorized to borrow from the Initial Pooled Loan Project an amount not to exceed Fifteen Million Dollars (\$15,000,000.00), which may be in increments as determined by the Authorized Signatories, pursuant to the terms and conditions of the Loan Agreement, which terms and conditions are incorporated by reference herein, as fully and effectively as if set forth herein in full. Such borrowing shall constitute Subordinated Indebtedness under the Resolution having the terms and conditions set forth in the Loan Agreement and the Promissory Note referred to herein.

SECTION 2.02. Delegation to Authorized Signatories; Execution of Loan Agreement and Promissory Note. The Authorized Signatories are hereby authorized to execute and deliver the Loan Agreement and the Promissory Note (attached to the Loan Agreement as Exhibit C and incorporated by reference therein) and to issue the same under this Subordinated Debt Resolution No. 30, in substantially the form attached hereto, together with such changes therein as the Authorized Signatories may deem necessary or desirable, such execution and delivery to be conclusive evidence of the approval of the terms and conditions thereof by the Authorized Signatories; provided that the borrowing is in compliance with the parameters set forth in Section 2.01.

ARTICLE III

Security for the Promissory Note and Application of Funds

SECTION 3.01. Sources of Payment and Security for the Promissory Note.

1. The Promissory Note shall be a special obligation of the All-Requirements Power Supply Project, shall constitute Subordinated Debt under the Resolution and shall be payable from and secured by amounts in the 2022 Pooled Loan Account which is hereby established in

the Subordinated Debt Fund, subject and subordinate in all respects, to the pledge and assignment created by Section 501 of the Bond Resolution as security for the Bonds.

2. There is hereby pledged and assigned for the payment of the principal of, and interest on, the Promissory Note, in accordance with its terms and the provisions of this Subordinated Debt Resolution No. 30, for the benefit of the Holders of the Promissory Note, the 2022 Pooled Loan Account in the Subordinated Debt Fund, including the funds, moneys and securities contained therein, subject only to the provisions of the Bond Resolution and this Subordinated Debt Resolution No. 30 permitting the application thereof for the purposes and on the terms and conditions set forth in the Bond Resolution and this Subordinated Debt Resolution No. 30; *provided, however*, that (i) such pledge and assignment shall be on a parity as to amounts deposited in the Subordinated Debt Fund with the pledge and assignment thereof created by any other Supplemental Resolution as security for any other Subordinated Debt, including the pledge created by the Series 2021B Supplemental All-Requirements Power Supply Project Subordinated Debt Resolution adopted on March 18, 2021, and (ii) such pledge and assignment shall be subordinate in all respects to the pledge created by the Bond Resolution as security for the Bonds.

3. The funds, moneys and securities hereby pledged and assigned for the benefit of the Holders of the Promissory Note shall immediately be subject to the lien and charge of this Subordinated Debt Resolution No. 30 without any physical delivery thereof or further act, and the lien and charge of this Subordinated Debt Resolution No. 30 shall be valid and binding as against all parties having claims of any kind in tort, contract or otherwise, against FMPA, irrespective of whether such parties have notice thereof.

4. The principal of, and interest on, the Promissory Note is payable solely from amounts in the 2022 Pooled Loan Account in the Subordinated Debt Fund, 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 the All-Requirements Power Supply Project, is obligated to pay the principal of, and interest on, the Promissory Note, and neither the faith and credit nor the taxing power of the State of Florida, or any political subdivision thereof, or of any such city or other entity, is pledged to the payment of the principal of, and interest on, the Promissory Note.

SECTION 3.02. Application of Moneys in the 2022 Pooled Loan Account in the Subordinated Debt Fund.

1. FMPA shall pay into the 2022 Pooled Loan Proceeds Subaccount the amounts required to be so paid by the provisions of the Loan Agreement to be applied for the purposes described therein.

2. The Trustee shall make payments or transfers from the 2022 Pooled Loan Proceeds Subaccount in the amounts, at the times, in the manner, and on the other terms and conditions set forth in this subsection. Before any such payment or transfer shall be made, FMPA shall file with the Trustee its requisition therefor, signed by an Authorized Officer of FMPA, stating in respect of each payment to be made (a) the name and address of the person,

firm or corporation to whom payment is due (which may be FMPA), (b) the amount to be paid, and (c) a description of the particular item to be paid and/or the reason for such transfer. The Trustee shall issue its check or wire for each payment required by such requisition or shall by interbank transfer or other method arrange to make the payment or transfer required by such requisition and promptly provide FMPA with written evidence thereof.

2. Any amounts in the 2022 Pooled Loan Proceeds Subaccount which are in excess of the amounts required for such purposes may, at the direction of an Authorized Officer of FMPA, be transferred to the 2022 Pooled Loan Debt Service Subaccount; *provided, however*, that any and all amounts on deposit in the 2022 Pooled Loan Proceeds Subaccount on the seventh Business Day immediately preceding the maturity date of the Promissory Note shall be transferred by the Trustee to the 2022 Pooled Loan Debt Service Subaccount no later than the seventh Business Day immediately preceding such maturity date.

3. Amounts in the 2022 Pooled Loan Proceeds Subaccount shall be invested and reinvested by the Trustee at the direction of FMPA to the fullest extent practicable in Investment Securities in accordance with Section 603 of the Resolution. Earnings on money and investments in the 2022 Pooled Loan Proceeds Subaccount shall be deposited in the 2022 Pooled Loan Debt Service Subaccount.

4. Notwithstanding any of the other provisions of this Section, to the extent that other monies are not available therefor, amounts in the 2022 Pooled Loan Proceeds Subaccount shall be applied to the payment of the principal of, and interest on, the Promissory Note, when due.

5. Subject to the provisions of Article V of the Bond Resolution and the provisions of the Loan Agreement, amounts in the 2022 Pooled Loan Debt Service Subaccount in the Subordinated Debt Fund shall be applied by the Trustee to the payment of the principal of, and interest on, the Promissory Note when due. Amounts on deposit in the 2022 Pooled Loan Debt Service Subaccount shall be invested and reinvested by the Trustee at the direction of FMPA to the fullest extent practicable in Investment Securities which mature not later than such times as shall be necessary to provide monies when needed for payments to be made from such Subaccount. Interest earned on monies in the 2022 Pooled Loan Debt Service Subaccount shall, unless otherwise provided in the Subordinated Bonds Series Certificate, remain in the 2022 Pooled Loan Debt Service Subaccount.

ARTICLE IV

Payments into the 2022 Pooled Loan Account in the Subordinated Debt Fund from Revenues

SECTION 4.01. Establishment of Accounts and Subaccounts. 1. The 2022 Pooled Loan Account to be held by the Trustee and the following subaccounts therein are hereby established in the Subordinated Debt Fund:

- (i) 2022 Pooled Loan Proceeds Subaccount, to be held by the Trustee; and
- (ii) 2022 Pooled Loan Debt Service Subaccount, to be held by the Trustee.

2. Amounts held at any time by the Trustee in the Account or any of the Subaccounts established pursuant to this Section 4.02 shall be held in trust. Additional subaccounts may be established by FMPA in its discretion within the Accounts and Subaccounts established pursuant to this Section 4.02; the establishment of such Accounts and Subaccounts shall be evidenced by the delivery by FMPA to the Trustee of a certificate of an Authorized Officer.

SECTION 4.02. Payments into the 2022 Pooled Loan Account. 1. In accordance with the provisions of Section 505 of the Bond Resolution, in each Month after the deposit of Revenues into the Revenue Fund, FMPA shall withdraw from the Revenue Fund and deliver to the Trustee for deposit in the 2022 Pooled Loan Account in the Subordinated Debt Fund at the same time and *pro rata* on a parity basis with any deposits required to be made into the Accounts in the Subordinated Debt Fund relating to any other Subordinated Debt then Outstanding under the Resolution to the credit of the 2022 Pooled Loan Account in the Subordinated Debt Fund, (a) such amounts as shall be provided in the Annual Budget to be deposited in the 2022 Pooled Loan Account in the Subordinated Debt Fund, (b) from time to time as shall be determined by FMPA as agent for the All-Requirements Power Supply Project, such amounts as FMPA shall specify for the payment or prepayment of the Promissory Note, and (c) in any event, on any date that any principal of, and interest on, the Promissory Note shall become due and payable, an amount which, together with other amounts then on deposit in such Subordinated Debt Fund, including the proceeds of the sale of Subordinated Debt, will be sufficient and available to make such payment in full on such payment date.

ARTICLE V

Miscellaneous

SECTION 5.01. Defeasance.

1. If FMPA, as agent for the All-Requirements Power Supply Project, shall pay, or cause to be paid, or there shall otherwise be paid to the Holder of the Promissory Note all of the principal and interest due or to become due thereon, at the times and in the manner stipulated therein and in the Loan Agreement, then the funds, moneys and securities pledged under this Subordinated Debt Resolution No. 30 with respect to such Promissory Note, and all covenants, agreements and other obligations of the All-Requirements Power Supply Project to such Holder, shall thereupon cease, terminate, and become void and be discharged and satisfied.

2. Notwithstanding the provisions of paragraph 1 of this Section 5.01, the Revenues and other moneys and securities, pledged under the Resolution and the covenants, agreements and other obligations of the All-Requirements Power Supply Project to the Holders of Bonds, shall remain in full force and effect so long as any Bonds remain outstanding.

SECTION 5.02. No Recourse on Promissory Note. No official, officer, agent or employee of FMPA shall be individually or personally liable for the payment of the principal or interest on the Promissory Note.

SECTION 5.03. Designation of Authorized Signatories of FMPA. The term Authorized Signatories means (i) Chair of the Executive Committee or the Vice Chair of the Executive Committee and (ii) the General Manager and CEO or the Chief Financial Officer, and the Authorized Signatories are Authorized Signatories of FMPA, as agent for the All-Requirements Power Supply Project, for the purpose of executing and delivering the Loan Agreement and the Promissory Note and taking any other actions authorized by this Resolution and in connection with execution and delivery of the Loan Agreement and the Promissory Note.

SECTION 5.04. Designation of Authorized Officers of FMPA. The Chair of the Executive Committee, Vice Chair of the Executive Committee, the General Manager and CEO, the Chief Financial Officer, the Treasurer, the Secretary and any Assistant Secretary of FMPA are each hereby designated as Authorized Officers of FMPA, as agent for the All-Requirements Power Supply Project.

SECTION 5.05. Further Actions. Each Authorized Officer of FMPA, as agent for the All-Requirements Power Supply Project, is hereby authorized and empowered to take all such further actions as may be necessary or desirable in carrying out the terms and provisions of the Loan Agreement, the Promissory Note and this Resolution.

SECTION 5.06. Severability. If any one or more of the covenants, agreements or provisions of this Subordinated Debt Resolution No. 30, the Loan Agreement or the Promissory Note should be held contrary to any express provision of law or contrary to the policy of any such provision of law, though not expressly prohibited or against public policy, or shall for any

reason whatsoever be held invalid, then such covenants, agreements or provisions shall be null and void and shall be deemed separate from remaining covenants, agreements and provisions of this Subordinated Debt Resolution No. 30, the Loan Agreement or the Promissory Note issued hereunder, as the case may be.

SECTION 5.07. Effective Date. This All-Requirements Power Supply Project Subordinated Debt Resolution No. 30 shall take effect immediately after its adoption by the Executive Committee of FMPA and a filing of a copy thereof, certified by the Secretary of said Board, with the Trustee.

[Remainder of Page Intentionally Left Blank]

This All-Requirements Power Supply Project Subordinated Debt Resolution No. 30 is approved and adopted by the Executive Committee of Florida Municipal Power Agency on September 15, 2022.

FLORIDA MUNICIPAL POWER AGENCY,
as Agent for the All-Requirements Power
Supply Project

By: _____
Howard McKinnon
Chair of the Executive Committee

Attest:

By: _____
Sue Utley
Assistant Secretary

Exhibit A

FORM OF LOAN AGREEMENT

[attached hereto]

**FLORIDA MUNICIPAL POWER AGENCY
INITIAL POOLED LOAN PROJECT**

LOAN AGREEMENT

AMONG

**FLORIDA MUNICIPAL POWER AGENCY,
AS AGENT FOR THE
INITIAL POOLED LOAN PROJECT**

AND

**FLORIDA MUNICIPAL POWER AGENCY,
AS AGENT FOR THE
ALL-REQUIREMENTS POWER SUPPLY PROJECT**

AND

FIRST HORIZON BANK, A TENNESSEE BANKING CORPORATION

DATED SEPTEMBER 30, 2022

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LOAN AGREEMENT

This **LOAN AGREEMENT**, dated as of the commencement date set forth on Exhibit A attached hereto and made a part hereof (the “Loan Agreement”) and entered into by and among **FLORIDA MUNICIPAL POWER AGENCY**, a legal entity organized under the laws of the State of Florida, as agent for the Initial Pooled Loan Project (“FMPA”), and **FLORIDA MUNICIPAL POWER AGENCY**, as agent for the All-Requirements Power Supply Project (the “Project Participant”) and **FIRST HORIZON BANK**, a Tennessee banking corporation (together with its permitted successors and assigns, the “Credit Facility Issuer”).

WITNESSETH:

WHEREAS, pursuant to the Constitution and laws of the State of Florida, including particularly Section 163.01, Florida Statutes, as amended, Chapter 166, Part II, Florida Statutes, as amended, Chapter 361, Part II, Florida Statutes, as amended, and the Interlocal Agreement Creating the Florida Municipal Power Agency, as amended and supplemented, and other applicable provisions of law (collectively, the “Act”), and in accordance with the Initial Pooled Loan Project 2019 Obligation Resolution adopted April 18, 2019, as the same may be further amended and supplemented from time to time in accordance with the provisions thereof, including as supplemented by the Series C Supplemental Initial Pooled Loan Project Obligation Resolution adopted September 15, 2022 (the “Resolution”), FMPA has determined to loan to the Project Participant the amount necessary to enable the Project Participant to finance and refinance all or a portion of the Costs of the Participant’s Project described in Exhibit A and the Project Participant has determined to borrow such amount from FMPA, subject to the terms and conditions of and for the purposes set forth in this Loan Agreement; and

WHEREAS, the Project Participant is authorized and has taken all action necessary to enter into this Loan Agreement for the purposes set forth herein; and

WHEREAS, FMPA has no taxing power and the bonds, notes, and any other obligations issued from time to time under the Resolution and all obligations to be undertaken by FMPA pursuant to the Resolution are special obligations of FMPA payable solely from Revenues; and FMPA shall be required to pay and perform its obligations under the Resolution only to the extent that there are Revenues sufficient to provide therefor;

NOW, THEREFORE, for and in consideration of the premises and of the mutual covenants hereinafter contained, the parties hereby agree as follows:

ARTICLE I

DEFINITIONS

SECTION 1.01 Definitions. Unless otherwise defined herein, all capitalized terms shall have the meaning set forth in the Resolution, as applied to the Loan Agreement. The following terms have the meanings indicated below for all purposes of this Loan Agreement unless the context clearly requires otherwise.

“Administrative Expenditures” means any expenditures of FMPA reasonably or necessarily incurred by FMPA in connection with the administration of the Initial Pooled Loan Project including, without limitation, those incurred by reason of its issuance of the particular Series of the Obligations in order to finance or refinance the Applicable Project Fund applicable to Series of Obligations from which the amounts loaned to the Project Participant hereunder are taken, including (without limitation) fees and expenses of auditing; the fees and expenses of the Trustee and the Registrar and Paying Agent allocable to

such Series of Obligations; legal, financing, and administrative expenses; and any expenses incurred by FMPA or the Trustee to compel full and punctual performance of all the provisions of the Loan Agreements and the Credit Facility in accordance with the terms thereof.

“Authorized Officer” means, in the case of the Project Participant, any person or persons authorized pursuant to a resolution of the governing body of the Project Participant to perform any act or execute any document relating to the Loan or this Loan Agreement.

“Commencement Date” means the date of commencement of the term of this Loan Agreement, which shall be the Commencement Date set forth in Exhibit A, which is attached hereto and made a part hereof.

“Cost,” with respect to a Project Participant, shall mean the Project Participant’s costs, expenses, and liabilities paid or incurred or to be paid or incurred by the Project Participant, including any costs relating to any project designed or intended to decrease the costs of Project Participant’s Eligible Utility System or to increase the capacity or reliability of Project Participant’s Eligible Utility System including, without limitation, costs incurred in connection with the planning, engineering, designing, acquiring, leasing, constructing, installing, financing, operating, maintaining, retiring, decommissioning, and disposing of (A) any part of Project Participant’s Eligible Utility System; (B) any part of an electric, water, wastewater, waste or refuse disposal, telecommunications, resource recovery or gas facility or other Eligible Utility System facility in which a Project Participant has a joint ownership interest; or (C) any project entered into by FMPA permitted by law and the obtaining of all governmental approvals, certificates, permits, and licenses with respect thereto, including, but not limited to, any good faith or other similar payment or deposits required in connection with the purchase thereof, the cost of acquisition by or for the Project Participant of real and personal property related thereto, and costs of the Project Participant incidental to such construction or acquisition, the costs of acquisition of fuel or fuel inventory or facilities for the production or transportation of fuel and working capital and reserves therefore and working capital and reserves for reload fuel and for additional fuel inventories, all costs related to the payment or repayment of purchased power or other utility services, all costs relating to injury and damage claims relating to any item described in clause (A), (B) or (C) above, the cost of any indemnity or surety bonds and premiums on any insurance required to be obtained or which a Project Participant finds it desirable to obtain, self-insurance, including the funding of a pool for insurance purposes; preliminary investigation and development costs; engineering fees and expenses; contractors’ fees and expenses; the costs of labor, materials, equipment, and utility services and supplies; legal and financial advisory fees and expenses; interest and financing costs, including, without limitation, bank commitment and letter of credit fees and bond insurance and indemnity premiums, fees, and expenses of the trustees, registrars, paying agents, administration and general overhead expense; and costs of keeping accounts and making reports required by the Resolution or the Project Participant’s bond resolution prior to or in connection with the completion of construction of any item described in clauses (A), (B), or (C) above; amounts, if any, required by the Resolution or resolutions of the Project Participant relating to any item described in clauses (A), (B), or (C) above to be paid into various funds and accounts thereunder for any of the respective purposes thereof, including capitalized interest for any Loan and working capital of the Project Participant’s Eligible Utility System; costs of paying or prepaying interest, principal, premium on any obligation issued to finance the Project Participant’s Eligible Utility System or joint ownership interest described in clause (B) above; or cost of purchasing either on the open market or in response to a request for tenders or otherwise any of such obligations, payments or prepayments of any amounts owed to FMPA in connection with any project of FMPA, or any project entered into by FMPA permitted by law and reserves therefor to enable the Project Participant to implement and carry out such portion of the Initial Pooled Loan Project relating to such Project Participant. It is intended that this definition be broadly construed to encompass all costs, expenses, and liabilities of the Project Participant related to (A) the Project Participant’s Eligible Utility System, (B) any part of an Eligible Utility System in which a Project Participant has a joint ownership interest, or (C) any project entered into by FMPA permitted by law 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.

“Eligible Utility System” means the Project Participants electric, water, wastewater, waste or refuse disposal, telecommunications, resource recovery, or gas system or any other utility system of Project Participant.

“Event of Default” means any occurrence or event specified in Section 5.01 hereof.

“Loan” means the loan made by FMPA to the Project Participant to finance or refinance the Costs of the Participant’s Project pursuant to this Loan Agreement.

“Loans” means this Loan and other Loans made to other Project Participants under Loan Agreements from the Applicable Project Fund and financed with the proceeds of a particular Series of Obligations issued by FMPA.

“Loan Agreement” means this Loan Agreement, including the Exhibits attached hereto, as it may be supplemented, modified, or amended from time to time in accordance with the terms hereof and of the Resolution.

“Loan Agreements” means this Loan Agreement and any other loan agreements entered into among FMPA, the Credit Facility Issuer, and one or more of the Project Participants pursuant to which such Project Participants will borrow money from the Applicable Project Fund financed with the proceeds of a particular Series of Obligations issued by FMPA.

“Loan Project” means the Initial Pooled Loan Project encompassing FMPA’s program of making loans pursuant to the Act and the Resolution.

“Loan Rate Determination Date” means the dates specified in the definition of “Loan Rate Determination Date” set forth in Section 6.02 of the Resolution.

“Loan Repayments” means the payments payable by the Project Participant pursuant to Section 3.02 of this Loan Agreement, including payments payable under the Promissory Note.

“Loan Term” means the term of this Loan Agreement determined as provided in Sections 3.01 and 3.02 of this Loan Agreement and reflected on Exhibit B, which is attached hereto and made a part of this Loan Agreement, as the same may be amended or modified as provided herein.

“Promissory Note” means the Promissory Note executed and delivered by the Project Participant to FMPA to evidence the Loan, in substantially the form of Exhibit C, which is attached hereto and made a part hereof.

“Obligations” means a Series of Obligations as defined in the Resolution authenticated and delivered in order to finance or refinance the particular account in the Applicable Project Fund from which the amounts loaned to the Project Participant pursuant to this Loan Agreement are provided.

“Participant’s Project” means the project of the Project Participant related to its Eligible Utility System described in Exhibit A, which is attached hereto and made a part hereof, which constitutes a project for which FMPA is permitted to make loans to the Project Participant pursuant to the Act, all or a portion of the Cost of which is financed or refinanced by FMPA through the making of the Loan under this Loan Agreement.

“Project Expenses” means the expenses of the Initial Pooled Loan Project applicable to a particular Series of Obligations, including (without limitation) all such amounts payable pursuant to or in connection with the Credit Facility Agreement, if any, applicable to such Series of Obligations, the Annual Administration Fee applicable to such Series of Obligations, the Administrative Expenditures and such other fees and expenses necessary or incidental to the Initial Pooled Loan Project applicable to such Series of Obligations as shall be approved by FMPA, including any amounts at any time constituting a rebate due or anticipated by FMPA to be due under the Code, as shall be approved by FMPA.

“Project Participant” means the member of FMPA that is described in the first paragraph of the Loan Agreement and its successors and assigns or FMPA, in any capacity other than as agent for the Initial Pooled Loan Project (which capacity shall be specified in the Loan Agreement entered into by FMPA in such capacity).

“Project Participants” means the members of FMPA or FMPA, in any capacity other than as agent for the Initial Pooled Loan Project (which capacity shall be specified in the Loan Agreement executed by FMPA in such capacity), that have entered into Loan Agreements with FMPA as agent for the Initial Pooled Loan Project pursuant to which such members of FMPA, or FMPA in such other capacity, will borrow money from the Applicable Project Fund financed or refinanced through the issuance of a particular Series of Obligations.

“Promissory Note” means the Promissory Note executed and delivered by the Project Participant to FMPA to evidence the Loan, in substantially the form of Exhibit C, which is attached hereto and made a part hereof.

“Resolution” means the Initial Pooled Loan Project 2019 Obligation Resolution as adopted by the Board of Directors of FMPA on April 18, 2019, and all further amendments and supplements thereto adopted in accordance with the provisions thereof applicable to the Obligations.

“Taxable Loan” means a Loan that is funded with proceeds of a particular Series of Obligations issued by FMPA the interest on which is *not* intended to be excluded from gross income for federal income taxes or which could be issued by FMPA in the future.

“Tax-Exempt Loan” means a Loan that is funded with proceeds of a particular Series of Obligations issued by FMPA the interest on which is intended to be excluded from gross income for federal income taxes or which could be issued by FMPA in the future as that status is governed by Section 103(a) of the Code or any rulings promulgated thereunder or as affected by a decision of any court of competent jurisdiction.

“Trustee” means the Trustee for the Series of Obligations issued to fund the Loan made hereunder and appointed pursuant to the Resolution and its successors as Trustee under the Resolution as provided in Section 9.01 of the Resolution.

“Utility System” means the Eligible Utility System of the Project Participant described in Exhibit A for which the Project Participant is making the borrowing under this Loan Agreement and from the revenues or other receipts of which the Project Participant will repay the Loan. In the case of a borrowing by FMPA, “Utility System” shall mean the capacity in and/or project for which FMPA is borrowing and the revenues or receipts related thereto.

ARTICLE II

REPRESENTATIONS AND COVENANTS OF PROJECT PARTICIPANT

SECTION 2.01 Representations of Project Participant. The Project Participant represents for the benefit of FMPA, the Trustee, the Holders, and the Credit Facility Issuer as follows:

(a) Organization and Authority.

(i) The Project Participant is “a public agency” as defined in Section 163.01(3)(b), Florida Statutes, as amended, and “an electric utility” as defined in Section 163.01(3)(f), Florida Statutes, as amended, or a municipality for purposes of Section 163.01(7)(d), Florida Statutes, as amended, duly created and validly existing pursuant to the constitution and statutes of the State of Florida.

(ii) The Project Participant has full legal right and authority and all necessary licenses and permits required as of the date hereof to own and operate its properties, to carry on its activities, to enter into this Loan Agreement, to execute and deliver the Promissory Note, to undertake and complete the Participant’s Project related to its Utility System, and to carry out and consummate all transactions contemplated by this Loan Agreement.

(iii) The proceedings of the Project Participant’s governing body approving this Loan Agreement and the Promissory Note and authorizing their execution and delivery on behalf of the Project Participant and authorizing the Project Participant to undertake and complete the Participant’s Project have been duly and lawfully adopted at a meeting or meetings duly called and held at which quorums were present and acting throughout and such meeting or meetings were duly called pursuant to necessary public notice and held in accordance with all applicable laws, including Section 286.011, Florida Statutes, as amended.

(iv) This Loan Agreement and the Promissory Note have been duly authorized, executed, and delivered by an Authorized Officer of the Project Participant and, assuming that each of FMPA and the Credit Facility Issuer has all the requisite power and authority to execute and deliver, and has duly authorized, executed, and delivered this Loan Agreement, this Loan Agreement and the Promissory Note constitute the legal, valid and binding obligations of the Project Participant enforceable in accordance with their respective terms.

(b) Full Disclosure. There is no fact that the Project Participant has not disclosed to the Credit Facility Issuer and FMPA in writing on the Project Participant’s application for the Loan or otherwise that materially adversely affects or (so far as the Project Participant can now foresee) that will materially adversely affect the properties, activities, prospects, or condition (financial or otherwise) of the Project Participant or its Utility System or the ability of the Project Participant to make all Loan Repayments and otherwise perform its obligations under this Loan Agreement and the Promissory Note, and the information contained in Exhibit A, which is attached hereto and made a part hereof, is true and accurate in all respects.

(c) Pending Litigation. There are no proceedings pending, or to the knowledge of the Project Participant threatened, against or affecting the Project Participant in any court or before any governmental authority or arbitration board or tribunal that, if adversely determined, would materially adversely affect the properties, activities, prospects, or condition (financial or otherwise) of the Project Participant or its Utility System, or the ability of the Project Participant to make all Loan Repayments and otherwise perform its obligations under this Loan Agreement and the Promissory Note that have not been disclosed in writing to the Credit Facility Issuer and FMPA in the Project Participant’s application for the Loan or otherwise.

(d) Compliance with Existing Laws and Agreements. The execution and delivery of this Loan Agreement and the Promissory Note by the Project Participant, the performance by the Project Participant of its obligations hereunder and thereunder and the consummation of the transactions provided for in this Loan Agreement and the Promissory Note and compliance by the Project Participant with the provisions of this Loan Agreement and the Promissory Note and the undertaking and completion of the Participant's Project will not result in any breach of any of the terms, conditions or provisions of, or constitute a default under, or result in the creation or imposition of any lien, charge, or encumbrance upon any property or assets of the Project Participant pursuant to any existing bond ordinance, trust agreement, indenture, mortgage, deed of trust, loan agreement, or other instrument (other than the subordinated lien on the revenues of the Utility System created under this Loan Agreement and the Promissory Note) to which the Project Participant is a party or by which the Project Participant, its Utility System or any of its property is or may be bound nor will such action result in any violation of the provisions of the charter or other document pursuant to which the Project Participant was established or any laws, ordinances, governmental rules, regulations or court orders to which the Project Participant, its Utility System or its property or operations is subject.

(e) No Defaults. No event has occurred and no condition exists that, upon execution of this Loan Agreement and the Promissory Note or receipt or application of all or any portion of the amount of the Loan, would constitute an Event of Default hereunder. The Project Participant is not in violation of, and has not received notice of any claimed violation of, any term of any agreement or other instrument to which it is a party or by which it, its Utility System or its property or operations may be bound, which violation would materially adversely affect the properties, activities, prospects, or condition (financial or otherwise) of the Project Participant or its Utility System or the ability of the Project Participant to make all Loan Repayments or otherwise perform its obligations under this Loan Agreement and the Promissory Note.

(f) Governmental Consent. The Project Participant has obtained all permits and approvals required to date by any governmental body or officer for the making and performance by the Project Participant of its obligations under this Loan Agreement and the Promissory Note or for the undertaking or completion of the Participant's Project and the financing and refinancing thereof, and the Project Participant has complied with any applicable provisions of law requiring any notification, declaration, filing or registration with any governmental body or officer in connection with the making and performance by the Project Participant of its obligations under this Loan Agreement and the Promissory Note or with the undertaking or completion of the Participant's Project and the financing or refinancing thereof. No consent, approval or authorization of, or filing, registration or qualification with, any governmental authority that has not been obtained is required on the part of the Project Participant as a condition to the execution and delivery of this Loan Agreement and the Promissory Note, the undertaking or completion of the Participant's Project or the consummation of any transaction herein contemplated.

(g) Compliance with Law. The Project Participant:

(i) is in compliance with all laws, ordinances, governmental rules and regulations to which it is subject, the failure to comply with which would materially adversely affect the ability of the Project Participant to conduct its activities or the condition (financial or otherwise) of the Project Participant or its Utility System; and

(ii) has obtained all licenses, permits, franchises or other governmental authorizations necessary to the ownership of its property or to the conduct of its activities which, if not obtained, would materially adversely affect the ability of the Project Participant to conduct its activities or undertake or complete the Participant's Project or the condition (financial or otherwise) of the Project Participant or its Utility System.

(h) Use of Proceeds from Taxable and Tax-Exempt Loans. (A) The Project Participant will apply the proceeds of any Taxable Loan received from FMPA as described in Exhibit A, which is attached hereto and made a part hereof, to finance all or a portion of the Cost of the Participant's Project; (ii) to reimburse the Project Participant for all or a portion of the Cost of the Participant's Project, or (iii) to retire indebtedness of the Project Participant incurred to finance the Cost of the Participant's Project. All of such costs constitute Costs for which FMPA is authorized to make Loans to the Project Participant pursuant to the Act and the Resolution. Before each and every disbursement of the proceeds of the Loan to the Project Participant, the Project Participant shall submit to FMPA a certificate meeting the requirements of Section 5.04(2) of the Resolution.

(i) Application of Proceeds. The Project Participant will apply the proceeds of any Tax-Exempt Loan received from FMPA as described in Exhibit A, (i) to finance all or a portion of the Cost of the Participant's Project; (ii) to reimburse the Project Participant for all or a portion of the Cost of the Participant's Project, which Cost was paid or incurred in anticipation of reimbursement by FMPA or any other issuer (including the Project Participant) of indebtedness the interest on which is excluded from gross income for federal income tax purposes under Section 103 of the Code; or (iii) to retire indebtedness of the Project Participant incurred to finance the Cost of the Participant's Project, which Cost was paid or incurred in anticipation of reimbursement by FMPA or any other issuer (including the Project Participant) of indebtedness the interest on which is excluded from gross income for federal income tax purposes under Section 103 of the Code. All of such costs constitute Costs for which FMPA is authorized to make Loans to the Project Participant pursuant to the Act and the Resolution. Before each and every disbursement of the proceeds of the Loan to the Project Participant, the Project Participant shall submit to FMPA a certificate meeting the requirements of Section 5.04(2) of the Resolution.

SECTION 2.02 Particular Covenants of Project Participant.

(a) The Project Participant agrees (i) to maintain its Utility System in good repair and operating condition; (ii) to cooperate with FMPA and the Credit Facility Issuer in the performance of the respective obligations of such Project Participant and FMPA under this Loan Agreement; (iii) to establish, levy and collect rents, rates, and other charges for the products and services provided by its Utility System, which rents, rates, and other charges shall be at least sufficient (A) to meet the operation and maintenance expenses of such Utility System; (B) to comply with all covenants pertaining thereto contained in, and all other provisions of, any bond ordinance, 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, to pay the debt service requirements on any bonds, notes or other evidences of indebtedness, whether now outstanding or incurred in the future, secured by such revenues or other receipts and issued to finance improvements to the Utility System and to make any other payments required by the laws of the State of Florida; (C) to generate funds sufficient to fulfill the terms of all other contracts and agreements made by the Project Participant, including, without limitation, this Loan Agreement; and (D) to pay all other amounts payable from or constituting a lien or charge on the revenues or other receipts of its Utility System; and (iv) to deliver to FMPA, the Credit Facility Issuer and any designee of such parties any report or certificate required to comply or to evidence compliance with the Credit Facility Agreement.

(b) The Project Participant further covenants and agrees that it will treat its integrated utility system as the Utility System for all purposes of this Loan Agreement. The Project Participant's Utility System shall be deemed to be a part of an integrated utility system for purposes of the Initial Pooled Loan Project if the revenues or other receipts of the Utility System (i) are commingled with the revenues or other receipts of one or more other utility systems owned by the Project Participant, or (ii) are utilized to pay operating expenses of the Project Participant's Utility System and one or more other utility systems owned by the Project Participant, or (iii) are pledged to secure bonds issued to finance one or more other utility systems owned by the Project Participant.

(c) The Project Participant shall not be required to make payments under this Loan Agreement except from the revenues or other receipts of its Utility System and from other funds of such Utility System legally available therefor. In no event shall the Project Participant be required to make payments under this Loan Agreement from ad valorem tax revenues.

(d) The Project Participant shall not sell, lease, abandon, or otherwise dispose of all or substantially all of its 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 this Loan Agreement in accordance with Section 4.02 herein and its rights and interests hereunder to the purchaser or lessee of the Utility System and such purchaser or lessee shall assume all obligations of the Project Participant under this Loan Agreement; and (ii) 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 Resolution, and will not adversely affect the value of this Loan Agreement as security for the payment of the particular Series of Obligations issued by FMPA to fund the Loan made hereunder and the interest thereon or, if applicable, affect the eligibility of interest on such Series of Obligations then outstanding or which could be issued in the future for exclusion from gross income for federal income tax purposes; provided, however, that so long as the Credit Facility is securing the payment of principal and interest on such Series of Obligations, the Project Participant shall not sell, lease, abandon, or otherwise dispose of all or substantially all of its Utility System without the prior written consent of the Credit Facility Issuer.

(e) Solely with respect to a Tax-Exempt Loan, the Project Participant covenants and agrees that it shall not take any action or omit to take any action which would result in the loss of the exclusion from gross income for Federal income tax purposes of the interest on any Obligation or Obligations of the Series issued by FMPA to fund the Loan made hereunder the interest on which is intended to be excluded from gross income for federal income taxes or which could be issued by FMPA in the future as that status is governed by Section 103(a) of the Code or any rulings promulgated thereunder or as affected by a decision of any court of competent jurisdiction.

(f) The Project Participant covenants and agrees that it shall, in accordance with prudent utility practice, (1) at all times operate the properties of its Utility System and the business in connection therewith in an efficient manner; (2) maintain its Utility System in good repair, working order, and condition; and (3) from time to time make all necessary and proper repairs, renewals, replacements, additions, betterment, and improvement with respect to its Utility System so that at all times the business carried on in connection therewith shall be properly and advantageously conducted; provided, however, this covenant shall not be construed as requiring the Project Participant to expend any funds which are derived from sources other than the operation of its Utility System or other receipts of such Utility System and provided further that nothing herein shall be construed as preventing the Project Participant from doing so.

(g) The Project Participant shall keep accurate records and accounts for its Utility System, separate and distinct from its other records and accounts. Such records and accounts shall be audited annually by an independent certified public accountant, which may be part of the annual audit of the accounts of the Project Participant. Such records and accounts shall be made available for inspection by FMPA and the Credit Facility Issuer at any reasonable time, and a copy of such annual audit, including all written comments and recommendations of such accountants, shall be furnished to FMPA and the Credit Facility Issuer as soon as available. If such Utility System audit is part of a municipal audit, then the Project Participant shall furnish the entire municipal audit to FMPA and the Credit Facility Issuer.

(h) The Project Participant shall permit FMPA and the Credit Facility Issuer and any party designated by any of such parties to examine, visit, and inspect, at any and all reasonable times, the property, if any, constituting the Participant's Project and the Project Participant's other Utility System facilities, and to inspect and make copies of any accounts, books, and records, including (without limitation) its records

regarding receipts, disbursements, contracts, investments, and any other matters relating thereto and to its financial standing, and shall supply such reports and information as FMPA, the Trustee or the Credit Facility Issuer may reasonably require in connection therewith.

(i) The Project Participant shall maintain or cause to be maintained, in force, insurance with responsible insurers with policies or self-insurance providing against risk or direct physical loss, damage, or destruction of their Utility System, at least to the extent that similar insurance is usually carried by utilities constructing and operating Utility System facilities of the nature of the Utility System facilities of the Project Participant's Utility System, including liability all to the extent available at reasonable cost but in no case less than will satisfy all applicable regulatory requirements.

(j) The Project Participant certifies that the Cost of the Participant's Project is a reasonable and accurate estimation thereof and, upon direction of the Credit Facility Issuer or FMPA, will supply the same with a certificate stating that such Cost of the Participant's Project is a reasonable and accurate estimation thereof.

(k) Concurrently with the execution and delivery of this Loan Agreement, the Project Participant will cause to be delivered to FMPA, the Credit Facility Issuer, and the Trustee each of the items required by Section 6.04 of the Resolution.

(l) The Project Participant shall promptly notify FMPA, Credit Facility Issuer, and any party designated by such parties of any material adverse change in the Project Participant's Utility System.

(m) The Project Participant further agrees to comply with the additional covenants, if any, included on Exhibit E, which is attached hereto and made a part hereof.

(n) In the event that FMPA issued a particular Series of Obligations (as defined in the Resolution) to provide the moneys for the Loan made hereunder and is required to comply with the continuing disclosure undertakings of Rule 15(c)2-12 of the United States Securities and Exchange Commission (the "Rule") in connection with such issuance, the Project Participant agrees to provide to FMPA: (a) such financial and operating information as may be requested by FMPA including its most recent audited financial statements for use in FMPA's offering documents for such Series of Obligations; and (b) annual updates to such information and statements to enable FMPA to comply with the Rule. Failure by the Project Participant to comply with its agreement to provide such annual updates shall not be a default under this Loan Agreement, but any such failure shall entitle FMPA or an owner of such Series of Obligations to take such actions and to initiate such proceedings as may be necessary and appropriate to cause the Project Participant to comply with such agreement, including without limitation the remedies of mandamus and specific performance.

SECTION 2.03 Particular Covenants of FMPA.

(a) FMPA, in good faith and in accordance with prudent utility practice, shall use its best efforts to issue and sell the Obligations of a particular Series to fund a Loan, provided that in each such case, Obligations of such Series may then be legally issued and sold.

(b) Notwithstanding any other provision of this Agreement, in the event that market conditions or other circumstances beyond FMPA's control render FMPA unable to issue and sell a Obligations or a particular Series of Obligations, or FMPA deems the issuance and sale of such Series of Obligations to be inconsistent with prudent utility practice, FMPA shall be under no obligation to issue or sell such Series of Obligations or to make a Loan to the Project Participant.

ARTICLE III

LOAN TO PROJECT PARTICIPANT; AMOUNTS PAYABLE; GENERAL AGREEMENTS

SECTION 3.01 The Loan; Loan Term. FMPA hereby agrees to loan to the Project Participant, and the Project Participant agrees to borrow from FMPA, the Loan in the principal amount of the commitment set forth on Exhibit A. The proceeds of the Loan shall be deposited in the funds and accounts as set forth on Exhibit A. FMPA shall cause the Trustee to disburse proceeds of the Loan deposited in the Applicable Project Fund to the Project Participant or its designee or to FMPA for payment to the Project Participant or its designee upon receipt of certificates meeting the requirements of Section 5.04(2) of the Resolution; provided, however, FMPA shall be under no obligation to disburse or cause to be disbursed all or any portion of the Loan to the Project Participant if an Event of Default has occurred and is continuing under the Resolution, the Credit Facility Agreement, or this Loan Agreement. Although FMPA intends to disburse the full amount of the proceeds of the Loan in the Applicable Project Fund to the Project Participant to pay the Cost of the Participant's Project, due to unforeseen circumstances, including, but not limited to, investment losses or application of amounts in the Applicable Project Fund to make Loan Repayments, there may not be a sufficient amount on deposit in the Applicable Project Fund on any date to disburse the full amount of the proceeds of the Loan in the Applicable Project Fund to the Project Participant; in such event, the Project Participant agrees that the obligation of the Project Participant to repay the Loan shall not be affected thereby, and neither FMPA, nor the Trustee nor the Credit Facility Issuer shall have any obligation to disburse any additional amounts to the Project Participant. The proceeds of the Loan shall be used strictly in accordance with Section 2.01(h) hereof.

This Loan Agreement is a special obligation of the Project Participant payable solely from the revenues or other receipts of the Utility System specified in Exhibit A hereto.

This Loan Agreement will terminate upon payment in full of all amounts payable hereunder.

SECTION 3.02 Amounts Payable. (a) The Project Participant shall repay the Loan in installments payable to the Trustee as follows:

(i) the principal of the Loan shall be repaid in accordance with the schedule set forth on Exhibit B attached hereto as the same may be amended or modified as provided herein; provided, however, that (1) if the Credit Facility Issuer shall at any time fail to extend the expiration date of the Credit Facility on or prior to the latest date available for such extension pursuant to the terms of the Credit Facility, and if the date of final principal payment set forth on Exhibit B hereto shall be later than the final expiration date of the Credit Facility (or if the Credit Facility Agreement provides for a term loan facility extending to a date later than such expiration date, the expiration date of such term loan facility), then, unless a substitute Credit Facility applicable to the Series of Obligations has been obtained or the Project Participant shall have delivered to the Trustee, FMPA, and the Credit Facility Issuer a commitment from a financial institution reasonably acceptable to the Credit Facility Issuer to refinance the remaining outstanding principal amount of the Loan on or before such expiration date, subject only to the condition that no Event of Default has occurred and is continuing hereunder and such other conditions as to which the Credit Facility Issuer does not reasonably object, at the option of FMPA, the Loan Term may be reduced to end on the day that is the first Business Day of the month prior to such expiration date and the principal payments due as set forth in Exhibit B hereto shall be recalculated so as to amortize the then outstanding principal balance of the Loan in equal monthly installments over the remaining Loan Term as so reduced; (2) if the expiration date of the Credit Facility (or any applicable term loan facility) shall later be extended or if a replacement Credit Facility with a later expiration date shall come into effect, the Loan Term shall be increased to end on the earlier of (i) the original date of final principal payment set forth on Exhibit B hereto or (ii) the first day of the month prior to such revised expiration date, and the principal payments due as set forth on Exhibit B hereto shall be similarly recalculated; and (3), subject to Sections 5.01 and 5.03

hereof, if this Loan Agreement shall be assigned or transferred to the Credit Facility Issuer pursuant to the Resolution, then the Loan Term shall be reduced to end on the date computed as provided in the Credit Facility Agreement, and the principal payments due as set forth on Exhibit B hereto shall be recalculated so as to amortize the then outstanding principal balance of the Loan in equal monthly installments over the Loan Term as so reduced. Notwithstanding the provisions of Section 3.02(a)(i)(1) and Section 3.02(a)(i)(2) of the Loan Agreement, the Loan Term will not be reduced nor will the principal payments be recalculated pursuant to Section 3.02(a)(i)(1) or Section 3.02(a)(i)(2) of the Loan Agreement if the expiration date of the Credit Facility is earlier than the Loan Term.

(ii) the interest on the Loan shall be received by the Trustee on the twenty-fifth day (or the previous business day if such date is not a business day) of each month commencing on the twenty-fifth day of the month following the month in which proceeds of a particular Series of Obligations are deposited in the Applicable Project Fund to fund the Loan to the Project Participant (or as otherwise provided in Exhibit A hereto) and on the date that is seven days prior to the maturity date (or the previous business day if such date is not a business day) of the Loan (if the maturity date does not occur in the month of April or October) in the amount calculated in the manner prescribed by paragraph (b) of this Section; provided, however, that upon the occurrence of an Event of Default or the transfer of this Loan Agreement to the Credit Facility Issuer the interest rate payable on the Loan shall thereafter for the period specified in the Credit Facility Agreement be determined as provided in the Credit Facility Agreement, but in no event in excess of the maximum rate permitted by Florida Law.

On or prior to the date on which FMPA enters into an agreement to sell or issue a Series of Obligations the proceeds of which will provide amounts to be advanced to the Project Participant under this Loan Agreement, the Project Participant shall execute the Promissory Note to evidence such obligation in substantially the form of the Promissory Note attached hereto as Exhibit C and deliver the original Promissory Note to the Trustee. The obligations of the Project Participant under the Promissory Note shall be deemed to be amounts payable under this Section 3.02. Each payment made to the Trustee pursuant to the Promissory Note shall be deemed to be a credit against the corresponding obligation of the Project Participant under this Section 3.02 and any such payment made to the Trustee shall fulfill the Project Participant's obligation to pay such amount hereunder and under the Promissory Note. Except as otherwise provided in the Credit Facility Agreement, each payment made pursuant to this Section 3.02 shall be applied first to interest then due and payable on the Loan and then to the principal of the Loan.

(b) Except as otherwise provided in the Resolution and subject to Sections 5.01 and 5.03 of this Loan Agreement, the interest rate applicable to the Loan and the effective date of such rate (which shall be the first day of a month) shall be determined by FMPA on each Loan Rate Determination Date which date shall not be more than 15 days prior to the effective date or, in the case of a Variable Rate Obligation, such number of days specified in Exhibit A hereto (which rate shall apply until the effective date specified on the next succeeding Loan Rate Determination Date). FMPA shall notify the Project Participant of the rate determined on the Loan Rate Determination Date at least 10 days prior to the effective date of a new interest rate determined or, in the case of a Variable Rate Obligation, such number of days specified in Exhibit A hereto. Notwithstanding the foregoing, if at any time FMPA determines that the interest payable on the Loan will not provide sufficient funds, together with other funds available therefor under the Resolution (i) to pay the interest to become due on the particular Series of Obligations allocable to the Loan as provided in the Resolution and (ii) to pay the Project Expenses, FMPA may increase the interest rate on the Loan in an amount so that, together with amounts to be generated from identical increases in the interest rate on all other Loans, shall be sufficient to cure such deficiency; FMPA shall give the Project Participant notice of such increased interest rate on the Loan and the period for which such interest rate shall be effective at least ten days prior to the date such increased interest rate shall become effective.

(c) In addition to the payments of principal and interest on the Loan required by paragraph (a) of this Section, the Project Participant shall pay a late charge for any payment of principal or interest

on the Loan that is received by the Trustee later than the day following its due date, in an amount equal to 5% of such payment or such lesser amount as is necessary so that such late charges together with the interest rate payable on the Loan is not in excess of the maximum rate permitted by law; provided, however, that the interest rate payable on the Loan including such late charge shall not be in excess of the maximum rate permitted by law.

SECTION 3.03 Unconditional Obligations. The obligations of the Project Participant to make the Loan Repayments and all other payments required hereunder and to perform and observe the other agreements on its part contained herein shall be absolute and unconditional and shall not be abated, rebated, set-off, reduced, abrogated, terminated, waived, diminished, postponed, or otherwise modified in any manner or to any extent whatsoever, while any Obligations of the Series issued to fund the Loan made hereunder remain outstanding or any Loan Repayments remain unpaid, regardless of any contingency, act of God, event, or cause whatsoever, including (without limitation) any acts or circumstances that may constitute failure of consideration, eviction or constructive eviction, the taking by eminent domain or destruction of or damage to Participant's Project or its Utility System, commercial frustration of purpose, any change in the laws of the United States of America or of the State of Florida or any political subdivision of either or in the rules or regulations of any governmental authority, any failure of FMPA, the Trustee, or the Credit Facility Issuer to perform and observe any agreement, whether express or implied, or any duty, liability, or obligation arising out of or connected with Participant's Project, this Loan Agreement or the Resolution or any rights of set off, recoupment, abatement, or counterclaim that the Project Participant might otherwise have against FMPA, the Trustee, the Credit Facility Issuer, or any other party or parties; provided, however, that payments hereunder shall not constitute a waiver of any such rights. Furthermore, the Project Participant is not obligated to make any payments required to be made by any other Project Participant under a separate Loan Agreement or the Resolution.

The obligations of the Project Participant to make the Loan Repayments and all other payments required hereunder are junior and subordinated in all respects to certain payments and obligations incurred as specified in Utility System Resolution (as defined in Exhibit E) as to source and security for payment from revenues, receipts, or other available moneys of the Project Participant's Utility System.

The Project Participant acknowledges that payment of Series of Obligations issued to fund the Loan made hereunder (including, if so provided in the Credit Facility Agreement, payment from funds drawn by the Trustee under the Credit Facility) does not constitute payment of the amounts due under this Loan Agreement and the Promissory Note and that if this Loan Agreement and the Promissory Note are assigned to the Credit Facility Issuer, the Credit Facility Issuer will be fully subrogated to the rights of FMPA and the Trustee under this Loan Agreement and the Promissory Note.

SECTION 3.04 Loan Agreement to Survive Resolution and Series of Obligations. The Project Participant acknowledges that its obligations hereunder shall survive the discharge of the Resolution and payment of the principal of and interest on the Series of Obligations issued to fund the Loan made hereunder.

SECTION 3.05 Disclaimer of Warranties. Neither FMPA nor the Credit Facility Issuer nor the Trustee nor any of their respective agents makes any warranty or representation, either express or implied as to the value, design, condition, merchantability, or fitness for particular purpose or fitness for use of Participant's Project or any portion thereof or any other warranty or representation with respect thereto. In no event shall FMPA, the Credit Facility Issuer, or the Trustee or their respective agents be liable for any incidental, indirect, special, or consequential damages in connection with or arising out of this Loan Agreement or the Participant's Project or the existence, furnishing, functioning, or use of the Participant's Project or any item or products or services provided for in this Loan Agreement.

SECTION 3.06 Option to Prepay Loan Repayments. The Project Participant may prepay the Loan Repayments, in whole or in part on any Business Day, and upon payment by the Project Participant to the Trustee of the principal amount of the Loan Repayments to be prepaid, plus the interest to accrue on such amount to the date of prepayment in accordance with the terms and provisions for such prepayments set forth in Exhibit A attached hereto as the same may be amended or modified as provided herein. Except as otherwise provided in the Credit Facility Agreement, prepayments shall be applied first to accrued interest on the portion of the Loan to be prepaid and then to principal payments (including premium, if any) on the Loan in inverse order of their maturity. Any such full or partial prepayment may be made without compliance with the notice requirements set forth in Exhibit A attached hereto on any Business Day upon the occurrence of any event requiring or permitting the transfer of this Loan Agreement to the Credit Facility Issuer pursuant to the Resolution.

ARTICLE IV

ASSIGNMENT

SECTION 4.01 Assignment and Transfer. (a) The Project Participant expressly acknowledges that all right, subject to Section 5.07 herein, title and interest of FMPA in, to and under this Loan Agreement and the Promissory Note may be assigned to the Trustee as security for the Series of Obligations issued to fund the Loan made hereunder and amounts due under the Credit Facility Agreement as provided in the Resolution, and on and after the date of such assignment that if any Event of Default shall occur, the Trustee, subject to the provisions of the Credit Facility Agreement, or, at such time, if any, as this Loan Agreement is required to be transferred to the Credit Facility Issuer pursuant to the Resolution and the Credit Facility Agreement, the Credit Facility Issuer shall be entitled to act hereunder in the place and stead of FMPA and the Trustee. The Project Participant hereby approves the Resolution and consents to such assignment. This Loan Agreement and the Promissory Note including, without limitation, the right to receive payments required to be made by the Project Participant hereunder and to compel or otherwise enforce performance by the Project Participant of its other obligations hereunder, may be further transferred, assigned, and reassigned in whole or in part to one or more assignees or subassignees by the Trustee at any time subsequent to their execution without the necessity of obtaining the consent of, but after giving prior written notice to, the Project Participant.

(b) The Project Participant acknowledges that following the occurrence of an Event of Default, the Resolution, or the Credit Facility Agreement may require that this Loan Agreement and the Promissory Note be transferred to the Credit Facility Issuer in the manner and to the extent provided therein and/or the amounts payable as interest hereunder may be increased and the time at which principal payments are due may be modified to the extent required in the Credit Facility Agreement. The Project Participant hereby consents to such transfer and/or increase and/or modification.

(c) The Project Participant further acknowledges that if the Obligations of a particular Series or the portion thereof applicable to the Loan are subject to purchase from moneys drawn under the Credit Facility and any other monies available to the Trustee upon the occurrence of certain events as may be provided for and set forth in the Credit Facility Agreement for such particular Series of Obligations and that upon the occurrence of any of such events, the Credit Facility Agreement requires that, if demanded by the Credit Facility Issuer, this Loan Agreement and the Promissory Note be transferred to the Credit Facility Issuer in the manner and to the extent provided therein. The Project Participant hereby consents to such transfer.

(d) Upon receipt of notice of any transfer of this Loan Agreement and the Promissory Note as set forth in paragraphs (b) and (c) of this Section, the Project Participant shall make all payments required hereunder and under the Promissory Note directly to the Credit Facility Issuer or its designee regardless of any defense or right of set-off that the Project Participant may have against FMPA or the Trustee.

(e) The Project Participant hereby approves and consents to any further assignment or transfer of this Loan Agreement and the Promissory Note that FMPA deems to be necessary in connection with any refunding of Series of Obligations issued to fund the Loan made hereunder under the Resolution or otherwise in connection with the Initial Pooled Loan Project or any successor pooled loan program of FMPA.

SECTION 4.02 Assignment by Project Participant. Neither this Loan Agreement nor the Promissory Note may be assigned by the Project Participant for any reason without the prior written consent of FMPA, the Trustee, and the Credit Facility Issuer.

ARTICLE V

EVENTS OF DEFAULT AND REMEDIES

SECTION 5.01 Events of Default. If any of the following events occurs, it is hereby defined as and declared to be and to constitute an “Event of Default”:

(a) failure by the Project Participant to pay any Loan Repayment required to be paid hereunder when due, which failure shall continue until the last day of the month in which such Loan Repayment was due;

(b) failure by the Project Participant to observe and perform any covenant, condition, or agreement on its part to be observed or performed under this Loan Agreement, other than as referred to in paragraph (a) of this Section, which failure shall continue for a period of 30 days after written notice, specifying such failure and requesting that it be remedied, is given to the Project Participant by the Credit Facility Issuer (or the Trustee at the direction of the Credit Facility Issuer) or the Trustee if no Credit Facility is then in effect, unless the Credit Facility Issuer (or the Trustee at the direction of the Credit Facility Issuer) or the Trustee if no Credit Facility is then in effect shall agree in writing to an extension of such time prior to its expiration; provided, however, that if the failure stated in such notice is correctable but cannot be corrected within the applicable period the Credit Facility Issuer or the Trustee, as appropriate, may not unreasonably withhold their consent to an extension of such time up to 120 days from the delivery of the written notice referred to above if corrective action is instituted by the Project Participant within the applicable period and diligently pursued until the Event of Default is corrected;

(c) any representation made by or on behalf of the Project Participant contained in this Loan Agreement, or in any instrument furnished in compliance with or with reference to this Loan Agreement or the Loan, is false or misleading in any material respect on the date on which such representation is made;

(d) a petition is filed by or against the Project Participant under any federal or state bankruptcy or insolvency law or other similar law in effect on the date of this Loan Agreement or thereafter enacted, unless in the case of any such petition filed against the Project Participant such petition shall be dismissed within 30 days after such filing and such dismissal shall be final and not subject to appeal; or the Project Participant shall become insolvent or bankrupt or make an assignment for the benefit of its creditors; or a custodian (including, without limitation, a receiver, liquidator, or trustee) of the Project Participant or any of its property shall be appointed by court order or take possession of the Project Participant or its property if such order remains in effect or such possession continues for more than 30 days; and

(e) The Project Participant shall be in default in the payment of any principal of or interest on any obligation for borrowed money or for the deferred purchase price of any property or asset (unless the failure to make payment of such deferred purchase price is contingent upon a contest or negotiation being diligently pursued and in connection with which adequate reserves have been established) or on any obligation guaranteed by the Project Participant or in respect of which it is otherwise contingently liable

beyond any period of grace stated with respect thereto in any such obligation or in any agreement under which any such obligation is created, or shall default in the performance of any agreement under which any such obligation is created if the effect of such default is to cause such obligation to become, or to permit any holder or beneficiary thereof, or a trustee or trustee on behalf thereof, which notice is required, to declare such obligation to be due prior to its normal maturity, and any of the foregoing may (in the reasonable judgment of FMPA, or the Credit Facility Issuer) have a material adverse effect on the ability of the Project Participant to perform its obligations hereunder.

SECTION 5.02 Notice of Default. The Project Participant shall give the Trustee, the Credit Facility Issuer, and FMPA prompt telephonic notice followed by written confirmation of the occurrence of any event referred to in Section 5.01 hereof and of the occurrence of any other event or condition that constitutes an Event of Default at such time as any senior administrative or financial officer of the Project Participant becomes aware of the existence thereof.

SECTION 5.03 Remedies on Default. Whenever an Event of Default referred to in Section 5.01 hereof shall have happened and be continuing, FMPA shall have the right to direct the Trustee, to take any action permitted or required pursuant to the Resolution and to take one or more of the following remedial steps:

(a) declare all Loan Repayments and all other amounts due hereunder (including, without limitation, payments under the Promissory Note), to be immediately due and payable, and upon notice to the Project Participant the same shall become immediately due and payable by the Project Participant without further notice or demand; and

(b) take whatever other action at law or in equity may appear necessary or desirable to collect the amounts then due and thereafter to become due hereunder or to enforce the performance and observance of any obligation, agreement, or covenant of the Project Participant hereunder.

In addition, if an Event of Default referred to in Section 5.01(a), (b), (c), or (e) shall have occurred and be continuing, the Credit Facility Issuer may, without declaring all Loan Repayments to be immediately due and payable, in the manner and for the period specified in the Credit Facility Agreement, direct FMPA to increase the rate of interest applicable to the Loan to the rate specified in the Credit Facility Agreement provided, however, the interest rate shall not be in excess of the maximum rate permitted by law, and the Trustee shall apply the additional amounts collected as interest as a result of such increase as provided in the Credit Facility Agreement.

Further, if an Event of Default referred to in Section 5.01(d) hereof shall have occurred, the Trustee shall declare all Loan Repayments and all other amounts due hereunder (including, without limitation, payments under the Promissory Note) to be immediately due and payable, and upon notice to the Project Participant the same shall become due and payable without further notice or demand.

SECTION 5.04 Attorney's Fees and Other Expenses. The Project Participant shall on demand pay to FMPA, the Credit Facility Issuer, or the Trustee the reasonable fees and expenses of attorneys and other reasonable expenses (including, without limitation, the reasonably allocated costs of in-house counsel and legal staff) incurred by any of them in the collection of Loan Repayments or any other sum due hereunder or in the enforcement of performance of any other obligations of the Project Participant upon an Event of Default. In addition, the Project Participant shall pay the reasonable expenses (including any fees required by a Credit Facility Issuer under the Credit Facility Agreement) of FMPA and the Trustee incurred in connection with the Loan (including fees of counsel to the Credit Facility Issuer) in excess of any amount of such expenses that shall be included in the Project Expenses.

SECTION 5.05 Application of Moneys. Any moneys collected by FMPA or the Trustee pursuant to Section 5.03 hereof, shall be applied (a) first, to pay any attorney fees or other fees and expenses of the Trustee owed hereunder, (b) second, to pay any attorney fees or other fees and expenses owed by the Project Participant pursuant to Section 5.04 hereof, (c) third, to pay interest due on the Loan, (d) fourth, to pay principal due on the Loan, (e) fifth, to pay any other amounts due hereunder, and (f) sixth, to pay interest and principal on the Loan and other amounts payable hereunder as such amounts become due and payable.

SECTION 5.06 No Remedy Exclusive; Waiver; Notice. No remedy herein conferred upon or reserved to FMPA, the Credit Facility Issuer, or the Trustee is intended to be exclusive and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Loan Agreement or now or hereafter existing at law or in equity. No delay or omission to exercise any right, remedy, or power accruing upon any Event of Default shall impair any such right, remedy, or power or shall be construed to be a waiver thereof, but any such right, remedy, or power may be exercised from time to time and as often as may be deemed expedient. In order to entitle FMPA, the Credit Facility Issuer, or the Trustee to exercise any remedy reserved to it in this Article, it shall not be necessary to give any notice, other than such notice as may be required in this Article V.

SECTION 5.07 Retention of FMPA's Rights. Notwithstanding any assignment or transfer of this Loan Agreement pursuant to the provisions hereof or of the Resolution, or anything else to the contrary contained herein, FMPA shall have the right upon the occurrence of an Event of Default to take any action, including (without limitation), bringing an action against the Project Participant at law or in equity, as FMPA may, in its discretion, deem necessary to enforce the obligations of the Project Participant to FMPA pursuant to Section 5.04 hereof.

ARTICLE VI

MISCELLANEOUS

SECTION 6.01 Notices. All notices, certificates, or other communications hereunder shall be sufficiently given and shall be deemed given when hand delivered or mailed by registered or certified mail, postage prepaid, to the project Participant at the address specified on Exhibit A attached hereto and made a part hereof and to FMPA, the Trustee, and the Credit Facility Issuer at the following addresses:

- (a) FMPA: Florida Municipal Power Agency
 (Initial Pooled Loan Project)
 8553 Commodity Circle
 Orlando, Florida 32819-9002
 Attention: Chief Financial Officer
 Telephone: (407) 355-7767
 Facsimile: (407) 355-5796
 Email: linda.howard@fmpa.com

With a copy to:

Florida Municipal Power Agency
Office of General Counsel
2061-2 Delta Way
Tallahassee, Florida 32303
Attention: General Counsel and Chief Legal Officer
Telephone: (850) 297-2011

A-19

Facsimile: (850) 297-2014
Email: jody.finklea@fmpa.com

- (b) Trustee: The Bank of New York Mellon Trust Company. N.A.
Corporate Trust
4655 Salisbury Road, Suite 300
Jacksonville, FL 32256
Attention: [_____]
- (c) Credit Facility Issuer: First Horizon Bank
1000 South Pine Island Road
Plantation, Florida 33324

Any of the foregoing parties may designate any further or different addresses to which subsequent notices, certificates, or other communications shall be sent, by notice in writing given to the others.

SECTION 6.02 Binding Effect. This Loan Agreement shall inure to the benefit of the parties and shall be binding upon FMPA, the Project Participant, and the Credit Facility Issuer and their respective successors and assigns.

SECTION 6.03 Severability. In the event any provision of this Loan Agreement shall be held illegal, invalid, or unenforceable by any court of competent jurisdiction, such holding shall not invalidate, render unenforceable, or otherwise affect any other provision hereof.

SECTION 6.04 Amendments, Changes, and Modifications. This Loan Agreement may not be amended without the prior written consent of the parties hereto.

SECTION 6.05 Execution in Counterparts. This Loan Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

SECTION 6.06 Applicable Law. This Loan Agreement shall be governed by and construed in accordance with the laws of the State of Florida.

SECTION 6.07 Consents and Approvals. Whenever the written consent or approval of FMPA shall be required under the provisions of this Loan Agreement, such consent or approval may only be given by FMPA unless otherwise provided by law or by rules, regulations, or resolutions of FMPA or unless expressly delegated to the Trustee and except as otherwise provided in Section 6.10 hereof.

SECTION 6.08 Captions. The captions or headings in this Loan Agreement are for convenience only and shall not in any way define, limit, or describe the scope or intent of any provisions or sections of this Loan Agreement.

SECTION 6.09 Benefit of Loan Agreement; Compliance with Resolution. This Loan Agreement is executed, among other reasons, to induce the purchase and sale of the Series of Obligations issued to fund the Loan made hereunder and the issuance of the Credit Facility by the Credit Facility Issuer. Accordingly, all covenants, representations, and agreements of the Project Participant herein contained are hereby declared to be for the benefit of and are enforceable by the Holders, FMPA, and the Credit Facility Issuer. The Project Participant covenants and agrees to comply with, and to enable FMPA to comply with, all covenants and requirements contained in the Resolution.

SECTION 6.10 Rights of Credit Facility Issuer. At such time as all rights, power, and privileges (collectively, the “Rights”) under this Loan Agreement shall vest with the Credit Facility Issuer pursuant to the Resolution upon the termination of the assignment to the Trustee and transfer of this Loan Agreement to the Credit Facility Issuer, the Credit Facility Issuer shall be entitled to act hereunder in the place and stead of FMPA and the Trustee, and upon receipt of notice of the vesting of such Rights in the Credit Facility Issuer, the Project Participant shall make all payments required under this Loan Agreement and the Promissory Note directly to the Credit Facility Issuer, without any defense, set off, counterclaiming deduction, interruption, or deferment whatsoever, whether arising out of this Loan Agreement, the Initial Pooled Loan Project, the Participant’s Project, or otherwise, and notwithstanding any rights that the Project Participant may have against FMPA, the Trustee, or any other person or entity. Thereafter, (a) the Credit Facility Issuer shall have all rights to receive notices and give consents and approvals hereunder, (b) the Credit Facility Issuer may exercise or not exercise any of the remedies set forth herein or otherwise provided at law with respect to any failure of the Project Participant to fulfill any of its obligations hereunder, and (c) all references to “FMPA” and the “Trustee” herein shall be deemed to be references to the “Credit Facility Issuer.”

Upon the vesting of the rights under this Loan Agreement in the Credit Facility Issuer, this Loan Agreement, including (without limitation) the right to receive payments under this Loan Agreement and the Promissory Note and to enforce performance by the Project Participant of its other obligations hereunder, may be further transferred, assigned, and reassigned in whole or in part to one or more assignees or subassignees of the Credit Facility Issuer, without the necessity of obtaining the consent of, but after giving written notice to, the Project Participant.

SECTION 6.11 Further Assurances. The Project Participant shall, at the request of the Credit Facility Issuer or FMPA, execute, acknowledge, and deliver such further resolutions, conveyances, transfers, assurances, financing statements, and other instruments as may be necessary or desirable for better assuring, conveying, granting, assigning, and confirming the rights, security interests, and agreements granted or intended to be granted by this Loan Agreement and the Promissory Note.

IN WITNESS WHEREOF, the Parties have caused this Loan Agreement to be executed by their proper officers, respectively, being thereunto duly authorized and their corporate seals, if applicable, to be hereto affixed as of the day and year first above written.

FLORIDA MUNICIPAL POWER AGENCY,
as Agent for the Initial Pooled Loan Project

(SEAL)

By: _____
Barbara Quiñones
Chair, Board of Directors

By: _____
Jacob A. Williams
General Manager and CEO

ATTEST:

Approved as to Form and Legality:

By: _____
Sue Utley
Assistant Secretary

By: _____
Jody Lamar Finklea
General Counsel and CLO

FLORIDA MUNICIPAL POWER AGENCY,
as Agent for the All-Requirements Power Supply Project

By: _____
Howard McKinnon
Chair of the Executive Committee

ATTEST:

By: _____
Larry Mattern
Secretary

By: _____
Linda S. Howard
Chief Financial Officer

FIRST HORIZON BANK,
a Tennessee banking corporation

By: _____
Name:
Title:

EXHIBIT A TO LOAN AGREEMENT

DESCRIPTION OF THE LOAN

- (1) Commencement Date: September 30, 2022
- (2) Name and Address of Project Participant: Florida Municipal Power Agency, as agent for the All-Requirements Power Supply Project, 8553 Commodity Circle, Orlando, Florida 32819
- (3) Utility System for which Loan is being incurred: All-Requirements Power Supply Project
- (4) Principal Amount of Loan Commitment: \$15,000,000

Interest Rate: Variable Rate – Term SOFR Rate plus seventy-nine hundredths of one percent (0.79%) per annum (the taxable spread added to the rate) plus thirty-nine hundredths of one percent (0.39%) per annum (the rate adjustment), or Term SOFR Rate plus 1.18%. The capitalized term “Term SOFR Rate” used in this paragraph describing the variable interest rate has the meaning provided for such term in the Loan Agreement, dated as of June 24, 2019, as supplemented and amended to the date hereof, by and between Florida Municipal Power Agency, and First Horizon Bank (as successor to Capital Bank).

Interest Payment Dates: First business day of each month, commencing November 1, 2022 through and including September 1, 2025 and at maturity on September 30, 2025.

Notwithstanding the provisions of Section 3.02 of the Loan Agreement, the Loan Term will not be reduced nor will the principal payments be recalculated if the expiration date of the Credit Facility is earlier than the Loan Term.

- (5) Estimated Completion Date: [RESERVED]
- (6) Series of Obligations of FMPA from which Loan is being financed: Series 2022-1 Notes (a subseries of Series C Obligations)

Single advance on Commencement Date or advances made from time to time: Single advance on Commencement Date

- (7) (a) Loan Term: 3 Years
- (b) Prepayment Provisions: The advance may, at any time and from time to time, be prepaid, in whole or in part, with no prepayment premium.
- (8) (a) Description of the Participant’s Project:

(b) Taxable Loan or Tax-Exempt Loan: Taxable Loan

- (9) Amount of the Loan to be deposited into the Applicable Project Fund: \$[14,955,000]
- (10) Breakdown of Participant’s Project Costs:
 - A. Portion of Participant’s Project Costs to be directly financed:

<u>Description</u>	<u>Allocated Amount of Loan</u>
Costs of Participant’s Project	\$[14,955,000]
Costs of Issuance	\$[45,000]

- B. Portion of Participant’s Project Costs for which Project Participant will be reimbursed, which the Project Participant hereby certifies were paid or incurred in anticipation of being reimbursed from FMPA or any other issuer of tax-exempt debt:

<u>Description</u>	<u>Allocated Amount of Loan</u>
--------------------	---------------------------------

- | | | |
|------|--|---|
| (11) | | Security for repayment of loan: a special obligation of the All-Requirements Power Supply Project, payable from and secured by amounts in the Subordinated Debt Fund (as defined in the Utility System Resolution) on parity with the All-Requirements Power Supply Project Subordinated Revenue Bonds, Series 2021B, subject and subordinate in all respects, to the pledge created by the Utility System Resolution as security for the Bonds (as defined in the Utility System Resolution). The “Utility System Resolution” is the All-Requirements Power Supply Project Revenue Bond Resolution adopted by Florida Municipal Power Agency on March 22, 1985, as amended and restated in its entirety on May 23, 2003, as supplemented and amended, included as supplemented by the All-Requirements Power Supply Project Subordinated Debt Resolution No. 30 adopted by Florida Municipal Power Agency on September 15, 2022. |
| (12) | | Except as otherwise provided in the Resolution and subject to Sections 5.01 and 5.03 of this Loan Agreement, the interest rate applicable to this Loan and the effective date of such rate (which shall be the first day of a month) shall be determined by FMPA on each Loan Rate Determination Date which date shall not be more than two days prior to the effective date (which rate shall apply until the effective date specified on the next succeeding Loan Rate Determination Date). FMPA shall notify the Project Participant of the rate determined on the Loan Rate Determination Date at least one day prior to the effective date of a new interest rate determined. |

EXHIBIT B TO LOAN AGREEMENT

PRINCIPAL REPAYMENT SCHEDULE

<u>Payment Number</u>	<u>Payment Date</u>	<u>Principal Outstanding</u>	<u>Principal Amount Due</u>	<u>Principal Amount Remaining</u>
	September 30, 2025	\$15,000,000	\$15,000,000	\$0

EXHIBIT C TO LOAN AGREEMENT

FORM OF PROMISSORY NOTE

FOR VALUE RECEIVED, the undersigned, Florida Municipal Power Agency, as agent for the All-Requirements Power Supply Project, the (“Project Participant”), hereby promises to pay to the order of Florida Municipal Power Agency, as agent for the Initial Pooled Loan Project (“FMMPA”), the principal amount of Fifteen Million dollars (\$15,000,000) at the times and in the amounts determined as provided in the Loan Agreement, dated as of September 30, 2022, by and among FMMPA, First Horizon Bank, a Tennessee banking corporation (the “Credit Facility Issuer”), and the Project Participant (the “Loan Agreement”), together with interest thereon in the amount calculated as provided in the Loan Agreement, payable on the dates and in the amounts and as provided in the Loan Agreement.

This Promissory Note is a special obligation of the Project Participant and neither the faith and credit nor the taxing power of the Project Participant is pledged to the payment of the Promissory Note.

This Promissory Note is issued pursuant to the Loan Agreement and is issued in consideration of the loan made thereunder (the “Loan”) and to evidence the obligations of the Project Participant set forth in Section 3.02(a) thereof. This Promissory Note has been assigned to The Bank of New York Mellon Trust Company, N.A., as trustee (the “Trustee”) under the Initial Pooled Loan Project 2019 Obligation Resolution adopted by FMMPA on April 18, 2019, and as further amended and supplemented in accordance with the terms thereof (the “Resolution”) and payments hereunder shall, except as otherwise provided in the Loan Agreement, be made directly to the Trustee for the account of FMMPA pursuant to such assignment. Such assignment has been made as security for the payment of the Series of Obligations (as defined in the Resolution) issued by FMMPA to finance or refinance the Applicable Project Fund (as defined in the Resolution) from which the Loan is being made, and the obligations to the Credit Facility Issuer (as defined in the Resolution) and as otherwise described in the Loan Agreement. This Promissory Note is subject to further assignment or endorsement in accordance with the terms of the Resolution. All of the terms, conditions, and provisions of the Loan Agreement are, by this reference thereto, incorporated herein as a part of this Promissory Note.

Unless otherwise provided in the Loan Agreement, disbursements of the Loan proceeds shall be made by the Trustee at the direction of FMMPA to the Project Participant, its designee, or FMMPA under the Loan Agreement from time to time upon the terms and conditions set forth in the Loan Agreement, which disbursements shall be noted by the Trustee on the Disbursements and Payments Grid annexed hereto and all payments of principal on this Promissory Note shall be made to the Trustee and be noted by the Trustee on the Disbursements and Payments Grid annexed hereto; provided, however, that any failure by the Trustee to make any such notation shall not affect in any respect the Project Participant’s obligations hereunder.

This Promissory Note is entitled to the benefits and is subject to the conditions of the Loan Agreement. The obligations of the Project Participant to make the payments required hereunder shall be absolute and unconditional without any defense or right of set off, counterclaim, or recoupment by reason of any default by FMMPA under the Loan Agreement or under any other agreement between the Project Participant and FMMPA or out of any indebtedness or liability at any time owing to the Project Participant by FMMPA or for any other reason.

This Promissory Note is subject to optional prepayment under the terms and conditions, and in the amounts, provided in Section 3.06 of the Loan Agreement.

If an “Event of Default” occurs under Section 5.01 of the Loan Agreement, the principal of and interest on this Promissory Note may be declared due and payable in the manner and to the extent provided in Article V of the Loan Agreement.

This Promissory Note is a special obligation of the All-Requirements Power Supply Project, payable from and secured by amounts in the Subordinated Debt Fund (as defined in the Utility System Resolution) on parity with the All-Requirements Power Supply Project Subordinated Revenue Bonds, Series 2021B, subject and subordinate in all respects, to the pledge created by the Utility System Resolution as security for the Bonds (as defined in the Utility System Resolution). The “Utility System Resolution” is the All-Requirements Power Supply Project Revenue Bond Resolution adopted by Florida Municipal Power Agency on March 22, 1985, as amended and restated in its entirety on May 23, 2003, as supplemented and amended, included as supplemented by the All-Requirements Power Supply Project Subordinated Debt Resolution No. 30 adopted by Florida Municipal Power Agency on September 15, 2022.

IN WITNESS WHEREOF, the Project Participant has caused this Promissory Note to be duly executed, sealed, and delivered, as of this 30th day of September, 2022.

(SEAL)

FLORIDA MUNICIPAL POWER AGENCY, as
agent for the All-Requirements Power Supply Project

By: _____
Name: Howard McKinnon
Title: Chair of the Executive Committee

By: _____
Name: Linda S. Howard
Title: Chief Financial Officer

ATTEST:

By: _____
Name: Larry Mattern
Title: Secretary

ASSIGNMENT

Florida Municipal Power Agency hereby assigns the foregoing Promissory Note to The Bank of New York Mellon Trust Company, N.A., as Trustee under the Initial Pooled Loan Project 2019 Obligation Resolution adopted on April 18, 2019, all as of the date of this Promissory Note as security for the particular Series of the Obligations issued or to be issued to finance or refinance the Applicable Project Fund.

FLORIDA MUNICIPAL POWER AGENCY,
as Agent for the Initial Pooled Loan Project

(SEAL)

By: _____
Barbara Quiñones
Chair, Board of Directors

By: _____
Jacob A. Williams
General Manager and CEO

ATTEST:

Approved as to Form and Legality:

By: _____
Sue Utley
Assistant Secretary

By: _____
Jody Lamar Finklea
General Counsel and CLO

**APPENDIX A
TO THE PROMISSORY NOTE**

DISBURSEMENT AND PAYMENT GRID

Original Principal Amount: Fifteen Million Dollars (\$15,000,000)

Original Deposit to Proceeds Account [Fourteen Million Nine Hundred Fifty-Five Thousand
Dollars (\$14,955,000)]

Date of Disbursement or Payment	Disbursement from Applicable Project Fund	Principal Amount Repaid	Principal Amount Outstanding	Trustee Signature
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EXHIBIT D TO LOAN AGREEMENT

FORM OF OPINION OF COUNSEL TO PROJECT PARTICIPANT

[TO BE PUT ON LETTERHEAD OF COUNSEL TO PROJECT PARTICIPANT]

[DATED THE DATE OF THE FIRST DRAWING UNDER THE LOAN AGREEMENT]

Florida Municipal Power Agency
(Initial Pooled Loan Project)
8553 Commodity Circle
Orlando, Florida 32819

The Bank of New York Mellon Trust Company, N.A.
4655 Salisbury Road, Suite 300
Jacksonville, Florida 32256

First Horizon Bank
1000 Pine Island Road
Plantation, Florida 33324

Ladies and Gentlemen:

I am an attorney admitted to practice in the State of Florida and I have acted as General Counsel and Chief Legal Officer to Florida Municipal Power Agency, as agent for the All-Requirements Power Supply Project (the “Project Participant”), which has entered into a Loan Agreement (as hereinafter defined) with Florida Municipal Power Agency (“FMPA”), as agent for the Initial Pooled Loan Project, and have acted as such in connection with the authorization, execution, and delivery by the Project Participant of its Loan Agreement.

In so acting, I have examined the Constitution and laws of the State of Florida, including particularly Section 163.01, Florida Statutes, as amended, Chapter 166, Part II, Florida Statutes, as amended, Chapter 361, Part II, Florida Statutes, as amended, and the Interlocal Agreement Creating the Florida Municipal Power Agency, as amended and supplemented, and other applicable provisions of law. I have also examined originals, or copies certified or otherwise identified to my satisfaction, of the following:

(a) FMPA’s Initial Pooled Loan Project 2019 Obligation Resolution, adopted by the Board of Directors of FMPA on April 18, 2019, which amends and restates in its entirety FMPA’s Initial Pooled Loan Project Revenue Bond Resolution, adopted by the Board of Directors of FMPA on April 18, 1986, as amended and restated (as so amended and restated, the “Resolution”);

(b) the Loan Agreement, dated as of September 30, 2022 (the “Loan Agreement”), by and among FMPA, as agent for the Initial Pooled Loan Project, the Project Participant, and First Horizon Bank, a Tennessee banking corporation (the “Credit Facility Issuer”);

(c) proceedings of the governing body of the Project Participant relating to authorization of the Loan Agreement and the Participant's Project (each as defined in the Loan Agreement), including the approval and adoption of All-Requirements Power Supply Project Subordinated Debt Resolution No. 30 on September 15, 2022;

(d) the Promissory Note from the Project Participant to FMPA, as agent for the Initial Pooled Loan Project, dated September 30, 2022 (the “Note”) (the Loan Agreement and the Note are referred to herein collectively as the “Loan Documents”); and

(e) other outstanding instruments relating to bonds, notes, or other indebtedness of or relating to the Project Participant's Utility System (as defined in the Loan Agreement).

I have also examined and relied upon originals or copies, certified or otherwise authenticated to my satisfaction, of such other records, documents, certificates, and other instruments, and made such investigation of law, as in my judgement have deemed necessary or appropriate to enable me to render the opinions expressed below.

I am of the opinion that:

(a) The Project Participant is “a public agency as defined in Section 163.01(3)(b), Florida Statutes, as amended,” duly created and validly existing pursuant to the constitution and statutes of the State of Florida, with the legal right to carry on the business of its Utility System as currently being conducted and as proposed to be conducted.

(b) The Project Participant has full legal right and authority to enter into the Loan Documents and to carry out its obligations thereunder and to undertake and complete the Participant’s Project.

(c) The proceedings of the Project Participant’s governing body approving the Loan Documents and the Participant’s Project and authorizing the execution and delivery of the Loan Documents on behalf of the Project Participant have been duly and lawfully adopted at a meeting or meetings duly called and held at which quorums were present and acting throughout and such meeting or meetings were called pursuant to necessary public notice and held in accordance with all applicable law including Section 286.011, Florida Statutes.

(d) The Loan Documents have been duly authorized, executed, and delivered by the Authorized Officers of the Project Participant; and, assuming in the case of the Loan Agreement, that the Credit Facility Issuer has all the requisite power and authority to execute and deliver, and has duly authorized, executed, and delivered the same, the Loan Documents constitute the legal, valid, and binding obligation of the Project Participant enforceable in accordance with their respective terms subject, however, to the effect of, and to restrictions and limitations imposed by or resulting from, judicial discretion, the valid exercise of the sovereign police powers of the State of Florida and the United States of America, and bankruptcy, insolvency, moratorium, reorganization or other similar laws affecting creditors’ rights generally. No opinion is rendered as to the availability of any particular remedy.

(e) The execution and delivery of the Loan Documents by the Project Participant, the performance by the Project Participant of its obligations thereunder and the consummation of the transactions contemplated therein and the undertaking and completion of the Participant’s Project do not and will not contravene any existing law or any existing order, injunction, judgment, decree, rule, or regulation of any court of administrative agency having jurisdiction over the Project Participant or its property or result in a breach or violation of any of the terms and provisions of, or constitute a default under, any existing bond ordinance, trust agreement, indenture, mortgage, deed of trust, or other agreement to which the Project Participant is a party or by which it, its Utility System (as defined in the Loan Agreement), or its property is bound.

(f) All approvals, consents, or authorizations of, or registrations or filings with, any governmental or public agency, authority, or person required to date on the part of the Project Participant

in connection with the execution, delivery, and performance of the Loan Documents and the undertaking and completion of the Participant's Project have been obtained or made.

(g) To my knowledge, after due inquiry, there is no litigation or other proceeding pending or threatened in any court or other tribunal of competent jurisdiction (either State or Federal) questioning the creation, organization, or existence of the Project Participant of the validity, legality of enforceability of the Loan Documents, or the undertaking or completion of the Participant's Project.

I hereby authorize Nixon Peabody LLP, acting as Bond Counsel to FMPA, to rely on this opinion as if we had addressed this opinion to them in addition to you.

Very truly yours,

EXHIBIT E TO LOAN AGREEMENT

ADDITIONAL COVENANTS

Each defined term used herein and not otherwise defined herein shall have the meaning set forth in the Loan Agreement to which this Exhibit E is attached (determined without regard to the first sentence of Section 1.01 of the Loan Agreement) or, if not defined therein, in the Utility System Resolution.

(1) Additional Definitions:

“Utility System Resolution” means, with respect to the Project Participant, All-Requirements Power Supply Project Revenue Bond Resolution adopted by Florida Municipal Power Agency on March 22, 1985, as amended and restated in its entirety on May 23, 2003, as supplemented and amended, included as supplemented by the All-Requirements Power Supply Project Subordinated Debt Resolution No. 30 adopted by Florida Municipal Power Agency on September 15, 2022, as amended and supplemented as of the date hereof and as in effect as of such date (whether or not (i) such resolution or resolutions are terminated after the date hereof and (ii) any debt is outstanding after the date hereof thereunder.

AGENDA ITEM 8 – ACTION ITEMS

**b. Possible Action – Gas Price
Stability**

**Executive Committee
September 15, 2022**



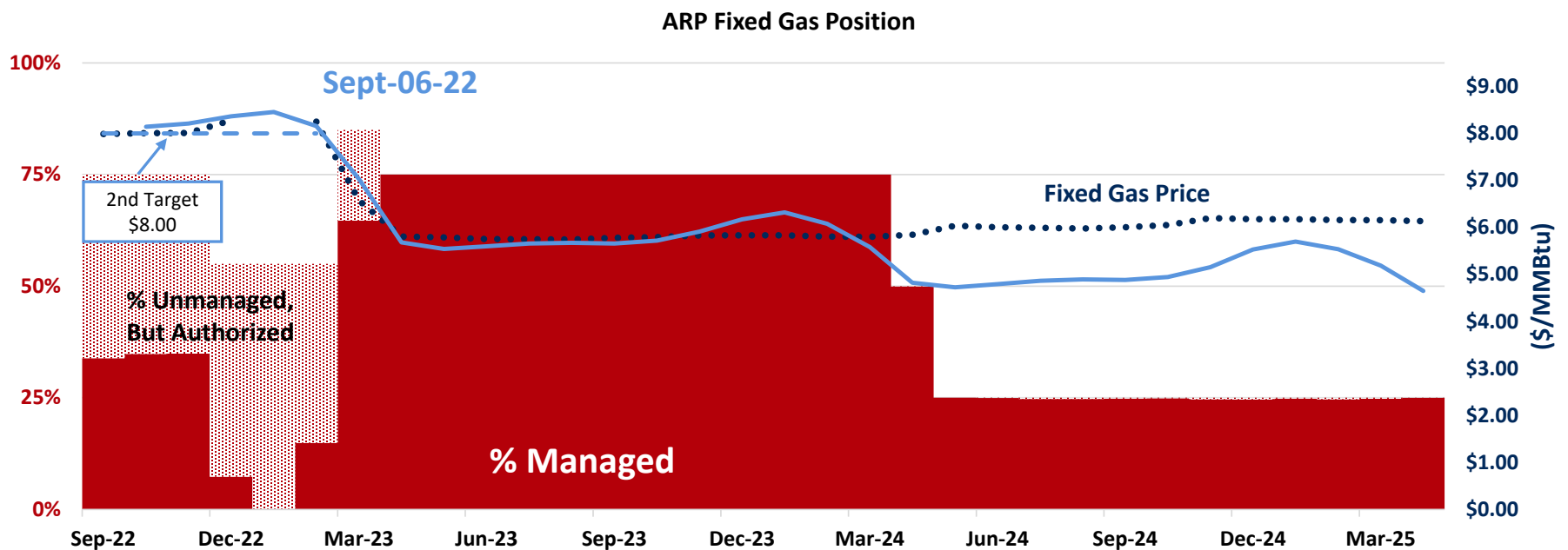
Approval of Gas Price Stability Weekly Dashboard Slides

Data as of
September 1, 2022



Natural Gas Henry Hub Price Risk Management

Partially Executed Until Spring 2023, Fully Thereafter



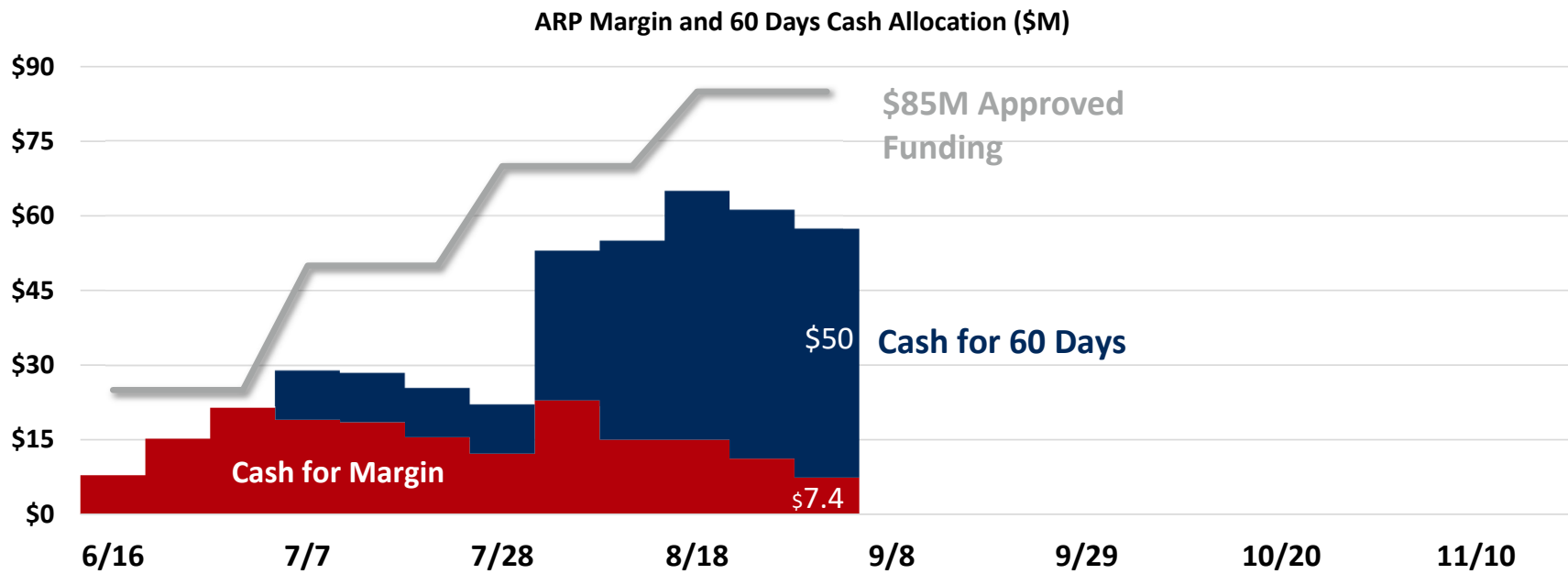
Forward Natural Gas Price/Triggers vs. Fixed Gas Price Achieved
Percent of Monthly Volume Fixed



ARP Funding to Manage Margin/Cash Now \$85M

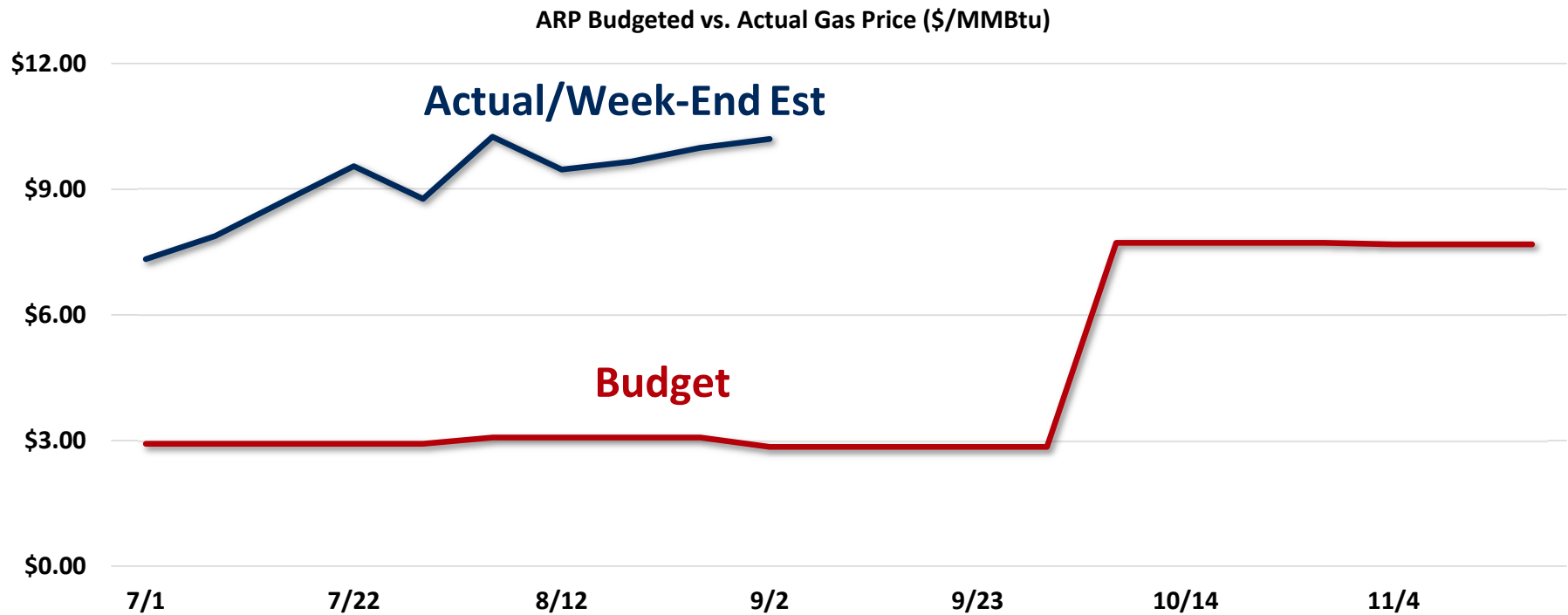
Approved Funding Sufficient To Manage Margin + 60 Days

Approved Funding vs. Actual Margin Cash and Cash Allocated for 60 Day Target



ARP Actual Gas Prices Continue to Outpace Budget

Budgeted Gas Increase in FY 2023, Week-End Est. By FGU

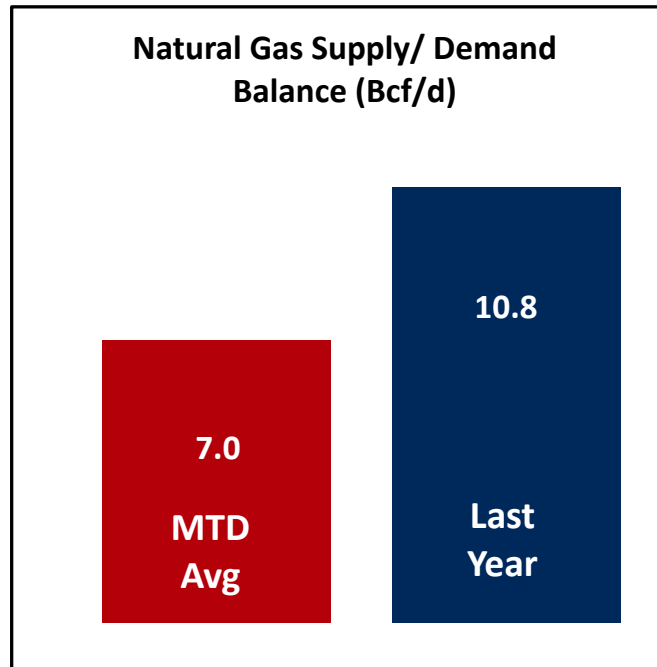


Natural Gas Demand Growth Outpacing Supply Growth

Supply Up 5.9 Bcf/Day, Demand Up 9.7 Bcf/Day

U.S. Gas Generation Increase Driving Growth

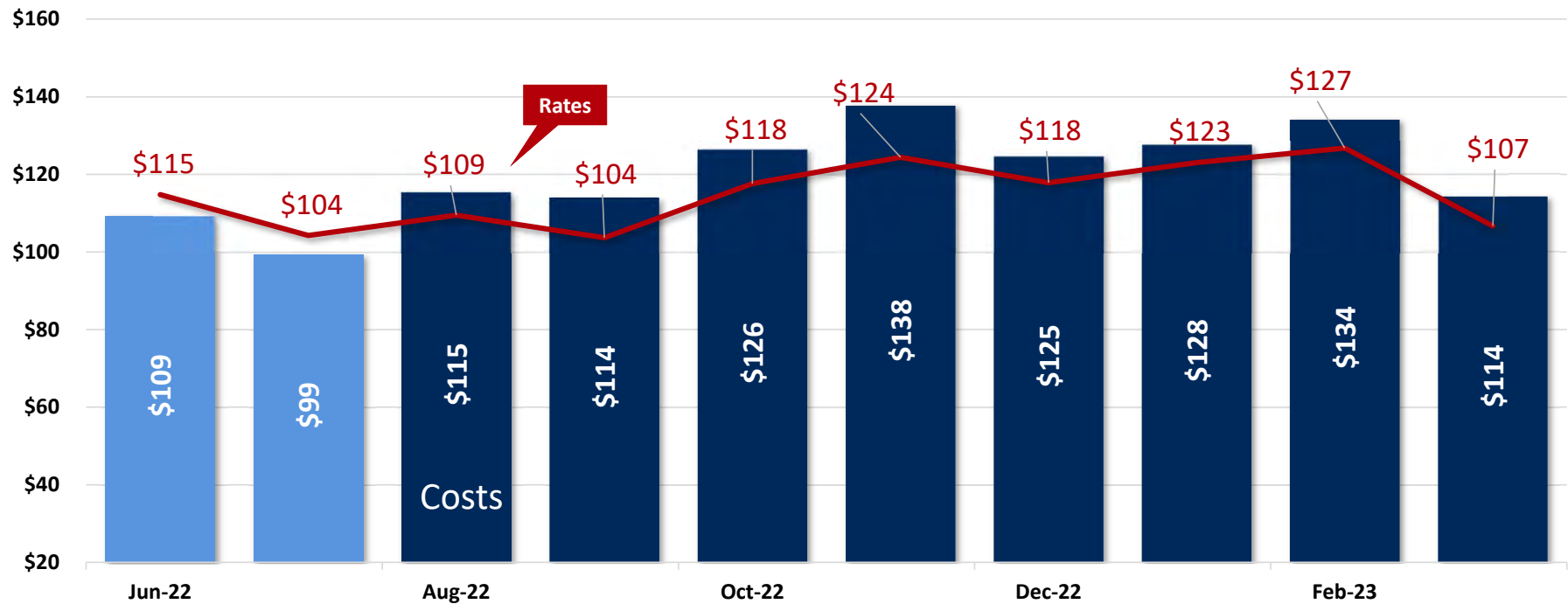
Supply / Demand Detail (Bcf/day)		
	MTD Avg	Last Year
Production	96.5	92
Imports	6.0	4.6
Total Supply	102.5	96.6
Power Demand	-42.8	-34.6
Industrial Demand	-21.3	-21.2
Res / Com Demand	-12.2	-11.5
Exports	-19.2	-18.5
Total Demand	-95.5	-85.8
Net Surplus for Storage	7.0	10.8



Monthly Participant Rates Forecasted < \$130/MWh

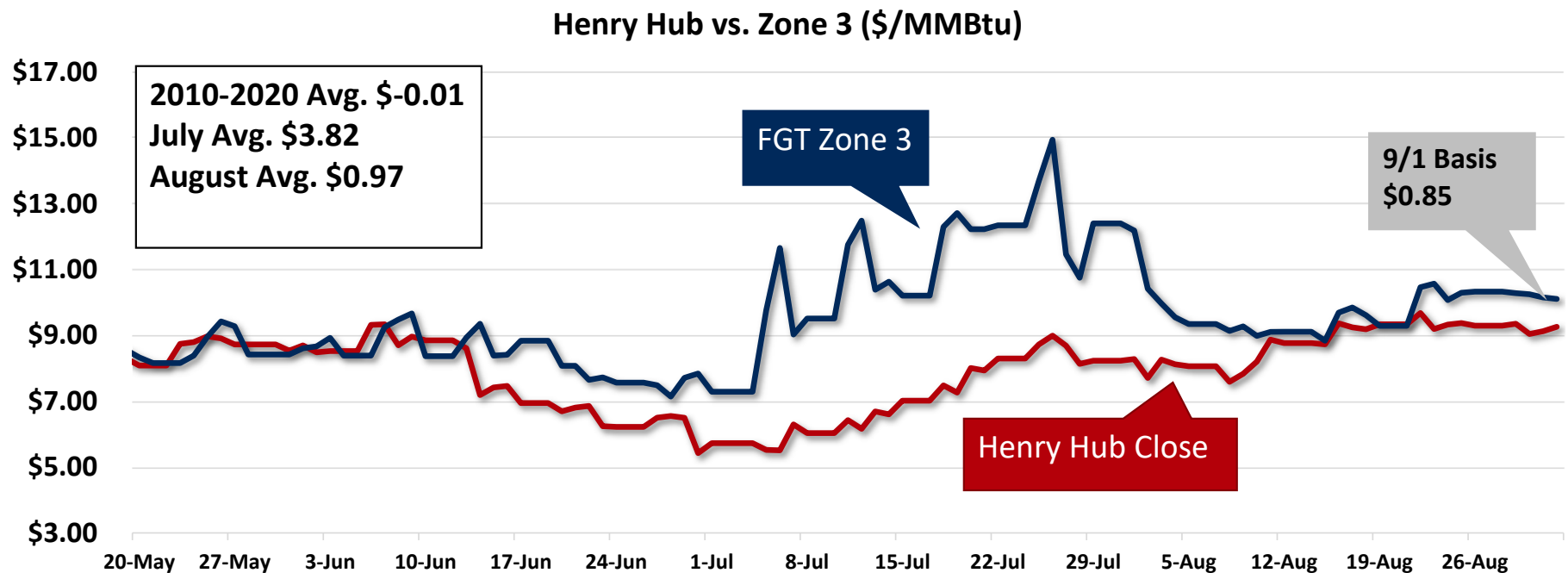
Assumes \$50 Million Used for Cash Support

Actual & Projected ARP Avg. Monthly Participant Costs & Rates Based on Current Gas Curve (\$/MWh)



FGT Zone 3 Diverging From Henry Hub

Basis Drives Additional Cost Adder For Zone 3 Purchases



Near-Term Price Stability Target Trigger Levels

Lock in Fixed Volumes if Prices Hit Certain Thresholds

Period	Threshold \$/MMBtu	Incremental Volume Managed (%)	Executed	Projected All-In Cost (\$/MWh) ³
Oct '22 – Nov. '22	\$7.92 ¹	10%	Yes	\$112
	\$7.75 ¹	10%	Yes	\$110
	\$8.25 ¹	15%	Yes	\$114
	\$8.00	15%	No	\$112
	\$7.75	25%	No	\$110
Dec. '22 – Feb. '23	\$8.27 ¹	15%	Partial ²	\$114
	\$8.00	15%	No	\$112
	\$7.75	25%	No	\$110

¹Actual average price executed.

²Varies monthly: Dec. 50%, Jan. 0%, Feb 100% of targets achieved.

³Projected ARP cost w/ 100% of gas set to Threshold price.



Longer-Term Price Stability Target Trigger Levels

Lock in Fixed Volumes if Prices Hit Certain Thresholds

Period	Threshold \$/MMBtu	Incremental Volume Managed (%)	Executed	Projected All-In Cost (\$/MWh)
Mar. '23	\$6.34 ¹	40%	Yes	\$101
	\$6.95 ¹	25%	Yes	\$105
	\$6.00	20%	No	\$99
	\$5.50	15%	No	\$95
Apr '23 – Mar. '24	\$5.84 ^{1,2}	50%	Yes	\$97
	\$5.69 ¹	25%	Yes	\$96
Apr. '24 – Apr. '25	\$6.07 ^{1,2}	25%	Yes	\$99

¹Actual average price executed

²45% of the gas managed is physical gas at FTZ3 which was ~\$0.25/mmbtu higher for the Henry Hub to FTZ3 basis



Current Funding of Fuel/Power Cost Stabilization

2021B Bonds, Pooled Loan and Solar Recoupment

- FMPA has \$100M from the 2021B Bond sale
 - The EC has authorized the use of \$85M to support fuel/power cost stabilization (margin calls and 60-day cash target)
- EC has authorized a \$15M pooled loan for further stabilization
- The ARP will use the recouped \$13M from solar investment as added stabilization
- ARP will have \$115M to support the "cash needs" of the fuel/power cost stabilization.
- Current requirements are just under \$60M

Funding of Fuel/Power Cost Stabilization

Going Forward

- There is no agreed upon limit on the cash needed to support the fuel/power cost stabilization
- FMPA Team recommendation is if we approach the \$113M limit, further funding needs will be billed through rates
- Willingness to raise rates supports credit ratings
- Financing short term operations with long term debt could be problematic

**AGENDA ITEM 9 – INFORMATION
ITEMS**

- a. Florida Municipal Solar Project
Update**

**Executive Committee
September 15, 2022**



9a – Florida Municipal Solar Project Update

Executive Committee

Sep. 15, 2022

Florida Municipal Solar Project Activity

Making Progress in all three Phases; Phase III Commitments Needed by November 1

- Phase I (Florida Renewable Partners):
 - Poinsett PPA Contract Discussion
 - Potential Phase III FRP Facility (Final Proposal expected 9/14)
 - NOT packaged as part of Poinsett resolution, but may occur simultaneously due to Phase III schedule
- Phase II (Origis):
 - Rice Creek and Whistling Duck PPA Pricing Revisions in progress
 - Whistling Duck Network Upgrade Funding refund pending
 - PPA for two Phase III Origis Facilities in Progress
- Phase III (Potential for FRP and Origis facilities – TBD) (COD December 2025):
 - Poinsett Replacement facility
 - At least two additional facilities
 - Member Commitment Needed by November 1, 2022
 - Execute PPA's Q1 2023

FMSP Phase I – 149 MW (Two Facilities)

Florida Renewable Partners Power Purchase Agreements

**Taylor Creek 74.5 MW
(OUC Interconnect)
COD June 30, 2020**

**Harmony 74.5 MW
(OUC Interconnect)
COD June 30, 2020**

**Poinsett 74.5 MW
(Duke Interconnect)
Project to be Terminated
(Replace with Phase III
Facility)**

FMSP Phase II – 149.8 MW (Two Facilities)

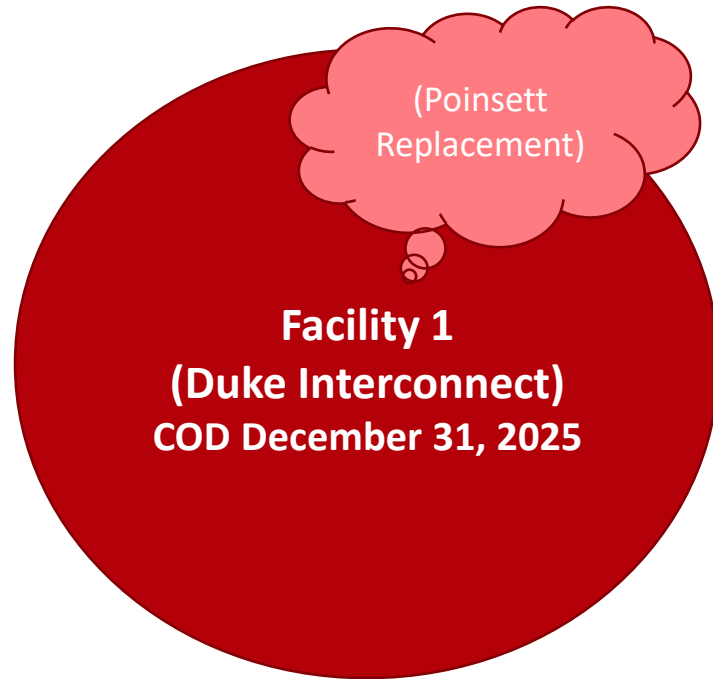
Origis Energy Power Purchase Agreements

**Rice Creek 74.9 MW
(FPL Interconnect)
COD December 31, 2023**

**Whistling Duck 74.9 MW
(Duke Interconnect)
COD November 30, 2024**

Proposed FMSP Phase III – ~224+ MW (Three+ Facilities)

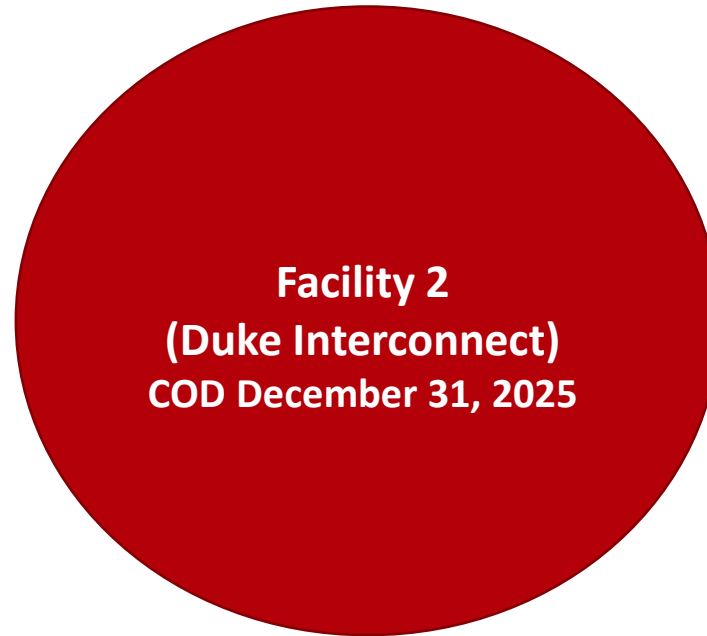
Possibly Use Two Developers; Duke, FPL Interconnections



(Poinsett Replacement)

Facility 1
(Duke Interconnect)
COD December 31, 2025

The diagram for Facility 1 consists of a large red circle. A pink thought bubble is positioned at the top of the circle, containing the text "(Poinsett Replacement)". Inside the red circle, the text "Facility 1", "(Duke Interconnect)", and "COD December 31, 2025" is displayed in white.



Facility 2
(Duke Interconnect)
COD December 31, 2025

The diagram for Facility 2 consists of a large red circle. Inside the red circle, the text "Facility 2", "(Duke Interconnect)", and "COD December 31, 2025" is displayed in white.



Facility 3
(FPL Interconnect)
COD December 31, 2025

The diagram for Facility 3 consists of a large red circle. Inside the red circle, the text "Facility 3", "(FPL Interconnect)", and "COD December 31, 2025" is displayed in white.

FMSP Phase III Participation

Member Commitment Needed by November 1

Interested Participant	Estimated MW
Poinsett Participants	74.5
All-Requirements Project	~100
Fort Pierce	??
Key West	10
Lake Worth Beach	~10
New Smyrna Beach	~10 - 20
Orlando	40.5 (Harmony swap)
Winter Park	10
Total	~265+

- Other potential participants - To Be Determined
 - Tallahassee? Lakeland? JEA?

Additional Considerations for Solar Development

FMPA Solar Team Navigating Regulatory and Economic Issues

- Department of Commerce Investigation Preliminary Determination Delayed until November 28
- "Inflation Reduction Act" Energy and Climate Initiatives
 - ITC extension / PTC expansion
 - "Comparable Incentives" for tax-exempt munis
- Global Supply Chain Issues
- Potential Renewable Energy "Bridge" with FPL
- Uyghur Forced Labor Prevention Act may impact solar panel production



Next Steps

FMPA Solar Team Available to Assist with Member Discussions

- Continue Poinsett Contract discussion with FRP
- Continue Rice Creek and Whistling Duck Pricing Amendments with Origis
- Secure Network Upgrade refund with Origis and Duke
- Proceed with Phase III PPA discussions (with FRP and Origis)
- Determine Member Participation in Phase III
- Support Members with Governing Board discussions as needed

**AGENDA ITEM 9 – INFORMATION
ITEMS**

**b. Section 29 Withdrawal Payment
Estimates for 2022**

**Executive Committee
September 15, 2022**



9b - Section 29 Withdrawal Payment Estimates for 2022

Executive Committee

September 15, 2022

Section 29 – Early Termination of ARP Contract

ARP Withdrawal May Occur w/ 3 Years Notice but Payments Required

- ARP contract allows participant to withdraw from ARP with 3 Years notice but must pay to keep remaining participants whole
- In 2016, FMPA committed to providing each Participant with biennial estimate of its Section 29 withdrawal cost
- In August 2016, EC approved a set of “Protocols” to guide the calculation of the withdrawal payment
- Withdrawal cost estimates were provided to all Participants in 2018 and 2020 based on the approved Protocols
- Vero Beach Section 29 withdrawal completed in December 2018, Section 29 withdrawal payment ~\$30M
- We are now providing the next biennial withdrawal payment estimates

2 Components to Withdrawal Payment

Methodology Set Forth in Section 29(c)

- 29(c)1: Load ratio share of outstanding ARP Bonds
- 29(c)2: “Stranded costs” over remaining term of withdrawing Participant's ARP Contract
 - FMPA must manage risk responsibly in payment calculation
 - No clawback provision if FMPA undercollects withdrawal costs
 - Note that if FMPA achieves “Additional Benefits” as result of Participant’s withdrawal, FMPA must refund such amounts to Participant, up to 90% of 29(c)2 withdrawal payment (Section 29(f))

Additional Notes on Estimates

- Estimates assume Participant gives Section 29 withdrawal notice no later than 9/30/2022, for 9/30/2025 withdrawal date
- Withdrawal cost estimates are not additive across Participants
 - Each estimate calculated as if only that Participant withdraws
- Solar costs reflected for those cities participating in ARP solar commitments
- Estimates do not include additional costs that may be specific to certain Participants if they withdraw
 - e.g., certain costs to KUA and Keys pursuant to TARP agreements
- These estimates are subject to change; actual withdrawal costs would be computed at the time of the Participant's withdrawal

Carbon Tax and Withdrawal Estimates

- Withdrawal cost estimates have not historically included variable costs
- However, a future carbon tax or similar regulation on greenhouse gases could have a material impact on ARP costs
- EC may wish to consider amending Protocols to include a potential carbon tax as a “stranded cost”
- Staff performed a carbon tax sensitivity as part of the 2020 estimates but did not include this year

2022 Section 29 Withdrawal Cost Estimates (\$Millions)

Member	Section 29(c)1	Section 29(c)2	Total	2020 Total (w/o Carbon Tax)
Bushnell	\$ 5.9	\$ 23.4	\$ 29.3	\$ 26.7
Clewiston	\$ 8.6	\$ 48.1	\$ 56.7	\$ 53.4
Fort Meade	\$ 5.0	\$ 16.1	\$ 21.1	\$ 18.8
Fort Pierce	\$ 54.4	\$ 244.7	\$ 299.1	\$ 267.2
Green Cove Springs	\$ 10.4	\$ 37.7	\$ 48.0	\$ 48.3
Havana	\$ 2.3	\$ 12.2	\$ 14.5	\$ 13.8
Jacksonville Beach	\$ 81.1	\$ 412.5	\$ 493.7	\$ 453.5
Key West	\$ 76.7	\$ 327.3	\$ 404.0	\$ 368.2
KUA	\$ 199.4	\$ 956.2	\$ 1,155.6	\$ 1,030.8
Lake Worth Beach	\$ 0.0	\$ 49.8	\$ 49.8	\$ 45.1
Leesburg	\$ 57.4	\$ 261.8	\$ 319.2	\$ 289.9
Newberry	\$ 4.6	\$ 25.6	\$ 30.2	\$ 24.7
Ocala	\$ 155.7	\$ 787.6	\$ 943.4	\$ 856.4
Starke	\$ 6.5	\$ 14.6	\$ 21.1	\$ 22.5

Overall Estimated Withdrawal Costs Higher than 2020 Estimates

- 12 of 14 Participants had higher estimated total Section 29 withdrawal payments from 2020 estimates
 - Average was 10% increase
 - Green Cove Springs and Starke were only 2 Participants w/ decrease
- Less ARP debt outstanding reduced average Section 29(c)1 costs 0.4% from 2020 estimates
 - 10 Participants had reduced 29(c)1 estimate from 2020 (Lake Worth is \$0)
- Only Starke had lower estimated Section 29(c)2 costs than 2020 estimates

Primary Drivers of Higher Section 29(c)2 Estimates from 2020

- Higher inflation rate assumed
- Addition of Mulberry and Orange assets
- Issuance of Series 2021A and 2021B Bonds
 - All \$100M principal for Series 2021B Bonds assumed to be utilized at Withdrawal Date
- Higher forecasted OUC transmission costs based on recent trends
- Higher capital additions cost projections

Recommended Motion

- No motion required. For information only.
- Staff will email each Participant its detailed withdrawal estimate prior to the end of September 2022



Supplemental Information



ARP Contract Requirements for Section 29(c)1. Payment (Bonds)

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.

ARP Contract Requirements for Section 29(c)2. Payment (“Stranded Costs”)

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 paid or incurred, reasonably anticipated to be paid or incurred, 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.

“Stranded Cost” Cost Categories

- Generating Resource O&M Costs
- Generating Resource Capital Additions Costs
- Generating Resource Decommissioning Costs
- Fixed Natural Gas Transportation Costs
- Fixed Point-to-Point Transmission Costs
- Fixed Purchased Power Costs
- Member Project Capacity Costs
- Debt Related Costs (Other than Bonds)
- Direct Charges & Other

“Stranded Cost” Calculation Periods

Participant	Withdrawal Date	Stranded Cost End Date	# of Years
Bushnell	09/30/2025	09/30/2056	31
Clewiston	09/30/2025	09/30/2056	31
Fort Meade	09/30/2025	09/30/2041*	16
Fort Pierce	09/30/2025	09/30/2056	31
Green Cove Springs	09/30/2025	09/30/2037*	12
Havana	09/30/2025	09/30/2056	31
Jacksonville Beach	09/30/2025	09/30/2056	31
Key West	09/30/2025	09/30/2056	31
KUA	09/30/2025	09/30/2056	31
Lake Worth	09/30/2025	09/30/2056	31
Leesburg	09/30/2025	09/30/2056	31
Newberry	09/30/2025	09/30/2056	31
Ocala	09/30/2025	09/30/2056	31
Starke	09/30/2025	09/30/2035*	10

**AGENDA ITEM 9 – INFORMATION
ITEMS**

**c. Rate Schedule B-1 for Fiscal Year
2023**

**Executive Committee
September 15, 2022**



9c – Revised Rate Schedule B-1 for Fiscal Year 2023

Executive Committee

September 15, 2022

Summary

- Each October, staff brings a revised Rate Schedule B-1 to the Executive Committee for approval
 - Updates base rates to reflect new fiscal year budget
- Demand rate to be computed based on revised methodology approved by Executive Committee in summer 2020
 - Avg. of Summer CP Demands (Net of Excluded Resources) for Fiscal Years 2020 through 2022
- Draft Rate Schedule B-1 (redlined against current version) provided for information with requested approval at October meeting
 - Final demand rate still to be determined based on loads through September

Fiscal Year 2023 ARP Base Rates

Based on Approved FY 2023 ARP Budget, Demand Rate to Come as Final Billing Demands Still To Be Determined

Rate Category	Base Rate
Demand	\$__.__ /kW-mo.
Transmission (all except KUA)	\$4.35 /kW-mo.
Transmission (KUA)	\$0.92 /kW-mo.
Energy	\$52.08 /MWh

Recommended Motion

- For information only. No action requested.

FLORIDA MUNICIPAL POWER AGENCY
 POWER SUPPLY RATE SCHEDULE
 FOR
 ALL-REQUIREMENTS PROJECT PARTICIPANTS

1. **Applicability.** Electric service for All-Requirements Services and Back-up and Support Services as defined in the All-Requirements Power Supply Project Contract for their own use and for resale.
2. **Availability.** This Schedule B-1 is available to the Project Participants purchasing electric capacity and energy from FMPA under the terms of the All-Requirements Power Supply Project Contracts as All-Requirements Services and, if applicable, as Back-Up and Support Services.
3. **Character of Service.** Electricity furnished under this Schedule B-1 at one or more Points of Delivery as set forth in Schedule A shall be sixty-hertz, three phase, alternating current.
4. **Billing Rate for All-Requirements Services.**
 - (a) For electricity furnished hereunder as All-Requirements Services, the charges for each month shall be determined as follows:

Customer Charge	For each Project Participant, the charge is \$1,000.00 per Point of Delivery. Notwithstanding the above, the charge for a Project Participant that has both (1) established its Contract Rate of Delivery and (2) does not receive Network Integration Transmission Service under an ARP agreement is \$0.00.
Demand Capacity Charge	\$ 14.00 per kilowatt ("kW") of capacity billing demand
Demand Transmission	\$ 4.353-85 per kilowatt ("kW") of transmission billing demand
Demand Transmission Kissimmee Utility Authority	\$ 0.929-88 per kilowatt ("kW") of transmission billing demand
Energy Charge	\$ 52.0825-94 per megawatt-hour ("MWh") for all energy supplied as All-Requirements Services

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EFFECTIVE: ~~October~~July 1, 2022

Solar Energy Surcharge A \$ per megawatt-hour ("MWh") rate, as calculated monthly in accordance with 10 below, for all energy pursuant to the applicable solar Power Purchase Agreement(s) ("PPA"), as specifically agreed to by individual Project Participants pursuant to Solar Participant Agreements between the ARP and individual Project Participants (hereinafter "Solar Participants").

Reactive Demand Charge \$0.00 per kilo-var ("kVAR") of excess billing reactive demand

(b) Delivery Voltage Adjustment for All-Requirements Services. The Billing Rates under paragraph (a) are based on delivery of electric capacity and energy to the Project Participant at 115,000 volts or higher. Where capacity and energy are delivered at voltages less than 115,000 volts, the Billing Rates under paragraph (a) shall be increased as follows:

<u>Delivery Voltage</u>	<u>Demand Charge Adjustment</u>	<u>Energy Charge Adjustment</u>
69,000 volts	\$0.00/kW	\$0.00/kWh
12,000/25,000 volts	<u>.722/kW</u>	\$0.0000
Under 12,000 volts	<u>.722/kW</u>	\$0.0000

5. **Billing Metering For All-Requirements Services.** The metered demand in kW in each month shall be the individual Project Participant's total 60 minute integrated demand at the time of the highest 60 minute integrated demand for the total of all ARP system Project Participants (or corrected to a 60 minute basis if demand registers other than 60 minute demand registers are installed) measured during the month.

The metered reactive demand in kVAR in each month shall be the reactive demand, which occurred during the same 60-minute demand interval in which the metered kilowatt demand occurred.

Demand and energy meter readings shall be adjusted, if appropriate, as provided in Schedule A of the All-Requirements Power Supply Project Contract.

6. **Billing Demand-Capacity for All-Requirements Services.** The billing demand capacity in any period shall be the arithmetic average of the metered demands, as determined under paragraph 5, giving effect to all adjustments, less the Project Participant's Excluded Power Supply Resources capacity, if any, for the months of June, July, August, and September for the preceding three fiscal years. For avoidance of doubt, unless otherwise adjusted as follows in this paragraph 6, the monthly

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billing demand capacity for each Project Participant shall be based on the arithmetic average of 12 data points and shall remain fixed over the current fiscal year.

If a Project Participant has permanently lost a large load during the preceding three fiscal years that would cause the metered demands utilized for that Project Participant in the billing demand capacity calculation not to be representative of its current load, the metered demands utilized in the calculation for that Project Participant may be adjusted accordingly by a majority vote of the Executive Committee in its sole discretion. Such load must represent a minimum of five percent of the Project Participant's total load based on demonstrable load data. It is the responsibility of the Project Participant to notify FMPA of any such loss of load, and no adjustments shall be made to billings for months prior to the effective date of any adjustment approved by the Executive Committee.

If a Project Participant has added a large load during the preceding three years for which a demand-related financial incentive will be provided through a rider to this Rate Schedule B-1, the metered demands utilized in the calculation for that Project Participant will be adjusted as set forth in the respective rider.

Anomalous loads for an individual Project Participant may be excluded from the billing demand capacity calculation by majority vote of the Executive Committee.

7. **Billing Demand-Transmission for All-Requirements Services.** The billing demand capacity in any period shall be the metered demand for the period as determined under paragraph 5, giving effect to all adjustments, but including the Project Participant's, Excluded Power Supply Resources capacity, if any.
8. **Billing Reactive Demand for All-Requirements Services.** The billing reactive demand for any month shall be the amount of reactive demand in kVAR by which the metered reactive demand exceeds one-half of the metered kilowatt demands, or such other amount as shall be determined from time to time by FMPA.
9. **Energy Cost Adjustment for All-Requirements Services.** The monthly bill computed hereunder shall adjust the base energy rate by an amount to the nearest one-thousandth of a cent, determined by use of the formula below:

$$ER = \text{\$}0.05208\text{\$}0.02594/\text{kWh} \pm \text{ETCA}$$

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EFFECTIVE: ~~October~~July 1, 2022

Where:

ER = Energy Rate to be applied each kWh of billed energy.

ETCA = Energy Total Cost Adjustment to be determined according to the following procedure:

1. The number days of available cash will be determined each month and rounded to the nearest five days.
2. A confidence percentage based on following table will be selected to determine the amount of the total cost adjustment. The Confidence Percentage will then be applied to the output of the probabilistic model discussed below.

Days of Available Cash	Associated Confidence Percentage
30 day or less	95%
35 days	88%
40 days	80%
45 days	73%
50 days	65%
55 days	58%
60 days	50%
65 days	43%
70 days	35%
75 days	28%
80 days	20%
85 days	13%
90 days and over	5%

3. A probabilistic model will be used to estimate next four months of projected energy total cost and projected total kWh sales for providing the All-Requirements Project power supply. For purposes of this adjustment, FMPA's owned and controlled generating units including purchased power or interchange power purchased by FMPA from other suppliers less the energy cost of sales to other utilities, will be used in the calculations.

4. A probabilistic model will also be used to allocate the most current ARP Participant over-recovery and under-recovery balance as listed ARP's Comparative Statement of Net Asset report. This balance will be applied over the next four months and tied to the appropriate percentage level listed in the table above.

10. Solar Energy Surcharge.

The Solar Energy Surcharge shall equal the difference between the adjusted energy rate calculated in 9 above (ER) and the actual monthly cost per MWh of the solar energy (note the surcharge could be negative). The following provisions shall apply to the calculation of the surcharge:

1. Solar energy costs shall equal the sum of the applicable solar PPA charges, FMPA A&G charges allocated to the solar PPA(s), the return to the Agency Development Fund of the costs advanced to enter into and implement the solar PPA(s), and other costs or charges that the ARP may incur related to utilizing solar energy as part of its resource portfolio, e.g. increased regulation charges assessed by the ARP's Balancing Authority.

2. The following All-Requirements Project Participants have responsibility for solar energy (MWh) in each hour that solar energy is produced under the applicable solar PPA(s):

Phase I solar PPAs between the ARP and NextEra Florida Renewables, or its successor or assigns:

The City of Jacksonville Beach	17.241%
Fort Pierce Utilities Authority	5.173%
Utility Board, City of Key West	8.621%
Kissimmee Utility Authority	51.724%
The City of Ocala	17.241%

Phase II solar PPAs between the ARP and Origis Energy, or its successors or assigns:

The City of Jacksonville Beach	15.584%
Fort Pierce Utilities Authority	15.584%
The Town of Havana	0.260%
Utility Board, City of Key West	25.975%

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EFFECTIVE: ~~October~~July 1, 2022

Kissimmee Utility Authority	20.779%
The City of Newberry	1.039%
The City of Ocala	20.779%

3. In the event that one or more of the Solar Participants defaults by not paying the Solar Energy Surcharge, the defaulting Project Participant(s) shall remain liable for all payments to be made on its part pursuant to this Rate Schedule B-1. In such event, each non-defaulting Solar Participant's All-Requirements bill shall be increased, on a pro rata basis based on its respective Solar Energy Surcharge percentage of the applicable solar PPA(s), the amount in default unless and until FMPA shall recover from the defaulting Solar Participant(s) all amounts owed, upon which FMPA shall reimburse the non-defaulting Solar Participants. If all Solar Participants default by not paying the Solar Energy Surcharge, the All-Requirements Project will be obligated for the applicable Power Purchase Agreement(s) and the solar costs will become part of the Energy Rate (ER) above applicable to all All-Requirements Project Participants, including the defaulting Solar Participants, unless and until FMPA shall recover from at least one of the defaulting Solar Participants all amounts owed by all Solar Participants, upon which FMPA shall reimburse the All-Requirements Project Participants either through rates or through such other method as directed by the Executive Committee
4. A Solar Participant may only exit from the financial obligation to pay the Solar Energy Surcharge if one of the following four conditions are met, subject to approval of the Executive Committee:
 - a. One or more Solar Participants assumes the exiting Solar Participant's entire Solar Energy Surcharge financial obligation to the ARP;
 - b. One or more All-Requirements Project Participants assumes the exiting Solar Participant's entire Solar Energy Surcharge financial obligation to the ARP
 - c. One or more FMPA Members that is not an All-Requirements Project Participant assumes the financial entitlement to the Solar Participant's percentage share of

the applicable solar PPA(s) and commits that it will take on the (i) associated financial obligation and (ii) obligation to take solar energy, in a form suitable to the ARP; or

- d. Pay stranded cost obligations, as determined by FMPA in its sole discretion, to hold the other Solar Participants harmless from the costs associated with the Solar Participant's exit.

Stranded cost obligations are defined as an estimate of the solar energy costs (defined in 10.1) that the ARP will pay for the exiting Solar Participant's solar energy entitlement during each remaining month of the remaining term of the applicable solar PPA(s) based on (i) a forecast of expected solar production and (ii) a reasonable assessment of unforeseen costs, and are to be paid at the time of exit. The forecast of expected solar production is defined as a P50 (probability of exceedance is 50 percent) production estimate under typical meteorological year conditions using an industry standard modeling tool (PV Syst or its successor/peer products) reflective of a degradation rate of 0.3% per year relative to the original nominal alternating current capacity of the solar resource in the current year (prorated over a partial year as applicable) and each subsequent remaining year of the applicable solar PPA(s) term.

11. Demand Cost True-up for All-Requirements Services.

Each Project Participant shall be charged or credited, as applicable, during the twelve months commencing with the billing for October service of a subsequent fiscal year by a dollar amount equal to one twelfth of the dollar amount share of the difference between the Project Participant's actual demand costs (excluding transmission) and the demand charges collected during the previous fiscal year. The amount to be charged or credited to each Project Participant shall be calculated on the basis of each Project Participant's demand costs (excluding transmission) collected during the previous fiscal year as a percentage of the total demand costs collected from all Project Participants.

12. Transmission Cost Adjustment for All-Requirements Services.

The monthly bill computed hereunder shall adjust the base demand transmission capacity rate by an amount to the nearest one-thousandth of a cent, determined by use of the formula below:

$$TR = \text{Transmission per kW/month} \pm TTCA$$

RATE SCHEDULE B-1
PAGE 8 of 8
EFFECTIVE: ~~October~~July 1, 2022

Where:

TR = Demand Transmission Rate to be applied each kW of billed transmission demand.

TTCA = Transmission Total Cost Adjustment to be determined according to the same procedure as the ETCA except where kWh will be replaced by kW in item 3 within section 9.

13. Funding for Participants' Load Retention Programs.

Each Participant shall be credited with an amount equal to the Participants monthly billing energy times \$0.30 per MWh. This credit may be used by the Participant to fund Load Retention Programs approved by the Participants' governing body, or for other lawful usage.

14. Tax Adjustment Clause for All-Requirements Services.

In the event of the imposition of any tax, or payment in lieu thereof, by any lawful authority on FMPA for production, transmission, or sale of electricity, the charges hereunder may be increased to pass on to the Project Participant its share of such tax or payment in lieu thereof.

15. Late Payment Charge. FMPA may impose a late payment charge on the unpaid balance of any amount not paid when due. Such charge shall be equal to the interest on the unpaid balance from the due date to the date of payment, with the interest rate being the arithmetic mean, to the nearest one-hundredth of one percent (.01%) of the prime rate values published in the Federal Reserve Bulletin for the fourth, third, and second months prior to the due date. The interest required to be paid under this clause will be compounded monthly.

16. Month. The month shall be in accordance with a schedule established by FMPA.

17. Special Jacksonville Beach Charge. In the event that FMPA pays or is billed for any amounts by the JEA for back-up transmission capability and/or transmission services and /or back-up electric service supplied by JEA for the City of Jacksonville Beach, such amounts shall be added to any amounts otherwise billed to the City of Jacksonville Beach by FMPA pursuant to this Schedule B-1, less one-third of such amounts, at such times as FMPA shall determine.

REVISIONS APPROVED BY THE FMPA EXECUTIVE COMMITTEE ON ~~JULY 29, 2022~~

**AGENDA ITEM 9 – INFORMATION
ITEMS**

**d. Reedy Creek Multi-Year Capacity
Sale**

**Executive Committee
September 15, 2022**



9d – Reedy Creek Multi-Year Capacity Sale

Executive Committee

September 15, 2022

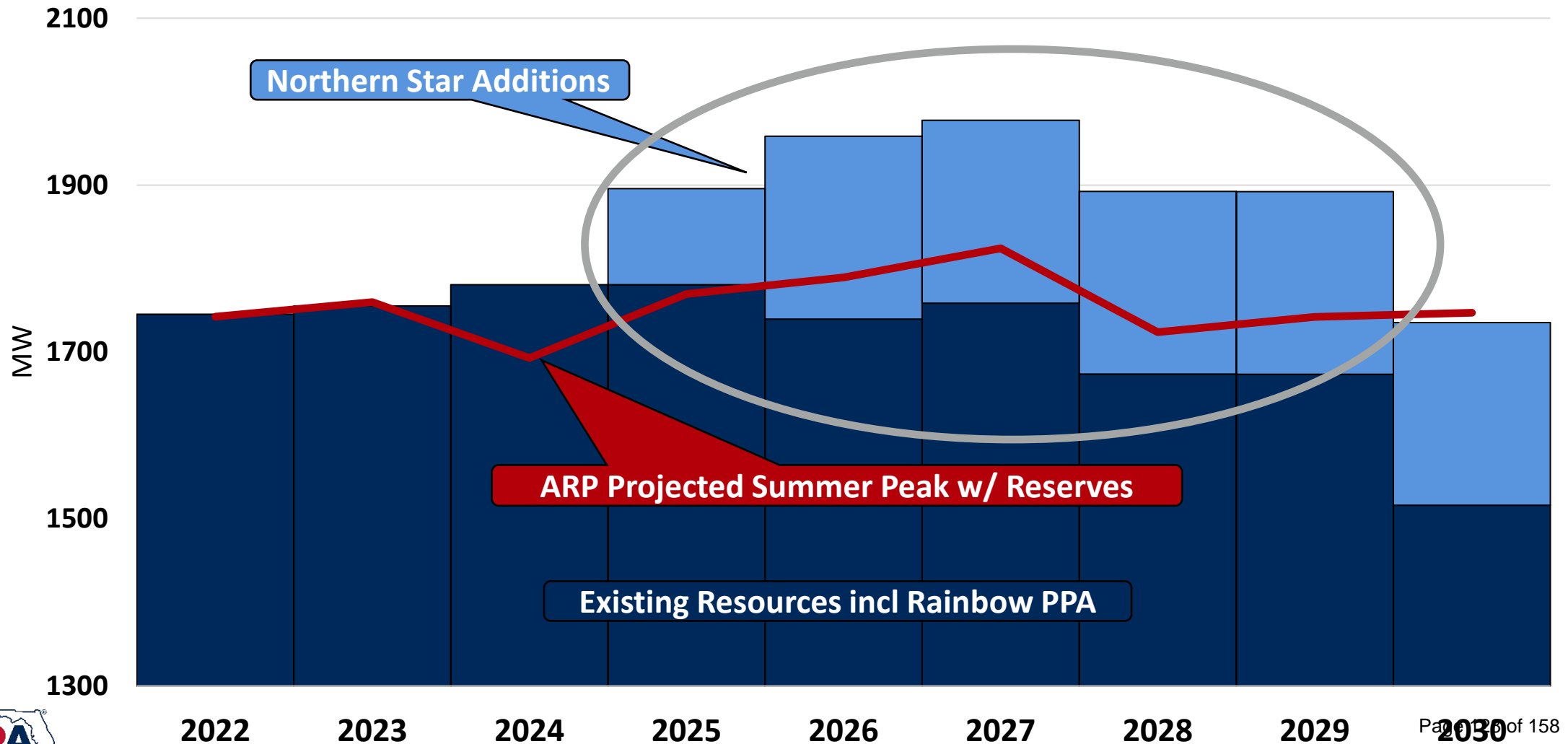
Reedy Creek Seeking It's Board Approval of 5-Year PPA

Reedy Creek Replacing Expiring Baseload Contracts

- Reedy Creek replacing expiring power purchase agreements and other resources
- Florida statues may limit FMMPA's ability to sell to non-members to five years of excess capacity, exclusive of emergency, scheduled maintenance, and economy interchange service.
- Capacity sale helps FMMPA manage "lumpiness" of Northern Star purchase – conditioned on Northern Star acquisition
- Capacity shaped by month, peaking in July and December
- Day-ahead energy scheduling, some intra-day adjustment flexibility

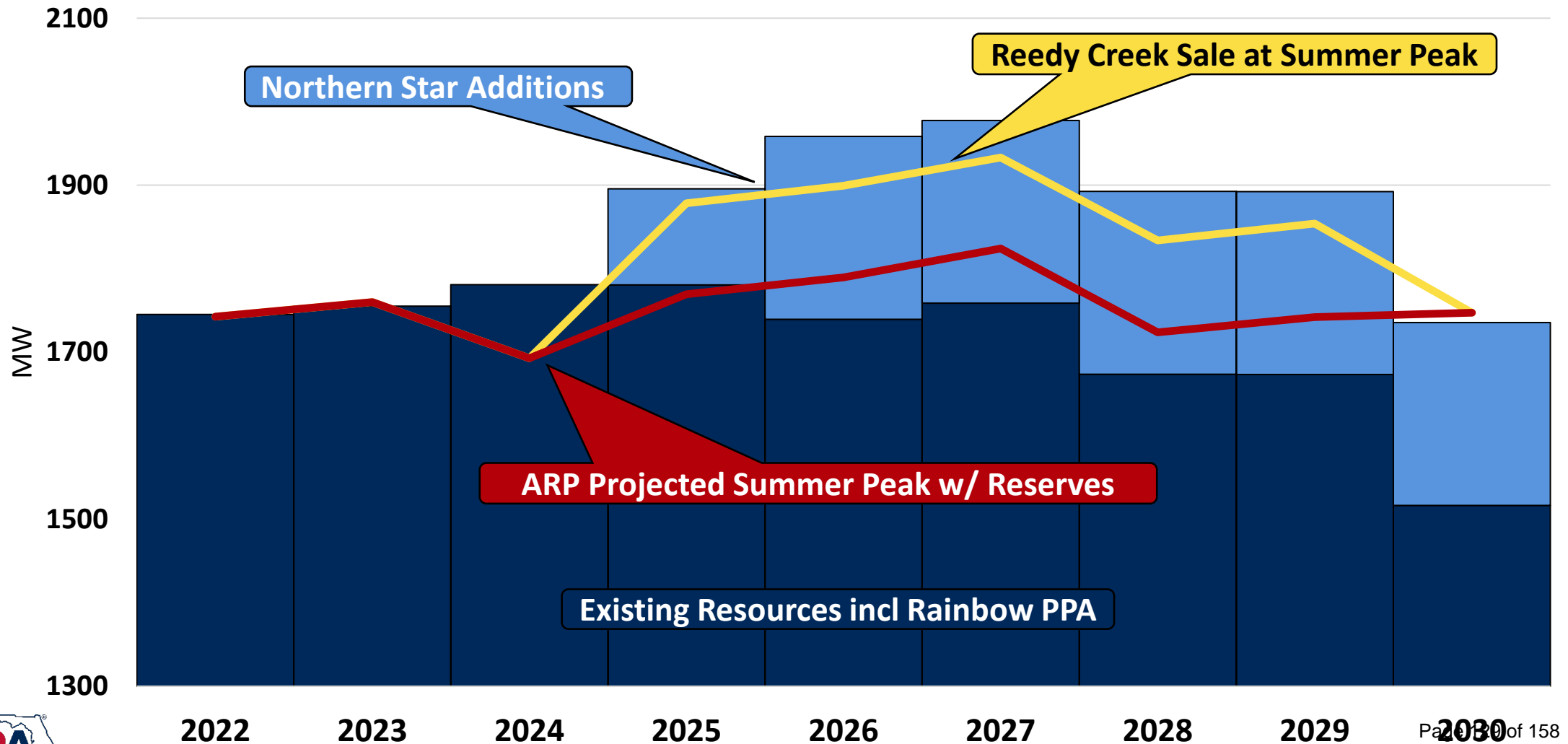
Optimizing Excess Capacity Lowers Member Costs

Opportunity From Resource Addition and Retirement Timing



Optimizing Excess Capacity Lowers Member Costs

Opportunity From Resource Addition and Retirement Timing



Wholesale Power Sales Lowers ARP Rates

- Capacity charges provide return to ARP fixed costs
 - Per MW cost of Northern Star asset acquisition fully recovered
 - Further ARP rate reduction expected in \$.30 to \$.40/MWh range
- Energy charges indexed to natural gas
 - Fixed heat rate and variable operations and maintenance charges

Information Only

- Approval within CEO authority granted by origination policy
 - Contract term less than seven years
- Reedy Creek agreement contingent on execution of Northern Star purchase agreement

**AGENDA ITEM 9 – INFORMATION
ITEMS**

e. Update on Stock Island Discharge

**Executive Committee
September 15, 2022**



9e –Stock Island Discharge Update

Executive Committee

September 15, 2022

Initial Discussions Held With Stakeholders on Closure

Closure Elements Definition in Progress and May Take Months to Achieve

- Progress toward overall objectives continues
- Intermittent small sheen visible in harbor under specific conditions
- FMPA & Keys Energy proposed specific concepts for closure for upland and Safe Harbor areas
- Free product visible in one well for two days
- All other monitoring wells have been clean for over 1 month
- Tanks 1 & 4 ready for return to service
- Post hurricane season plans for Tanks 2 & 3 in development



Mix of Near & Longer-Term Closure Elements

Near term elements will reduce run rate of costs substantially

- Upland Closure

- Updates required for emergency response, interim source removal, site assessment and remedial actions
- Must meet FDEP requirements for free product, soil, ground water, direct exposure and leachability
- Some deed restrictions may be required with targeted closure approach

- Safe-Harbor Closure

- Must comply with FDEP and USCG requirements
- Focus primarily on goals related to sheen & impacts to harbor
- Proposal addresses Hydrogen Peroxide Injection & Mechanical Recovery Systems

Recommendation to Close Last Open Excavation

On-Site Support Requirements Will Drop With Backfilling

- Intermittent sheen does not pose an actual and threatened discharge of diesel to Safe Harbor and is not an imminent and substantial threat to public health, welfare and the environment
 - No measurable free product in wells adjacent to or near the trench
 - No concentrations of petroleum constituents in groundwater above marine surface water criteria AND the more stringent groundwater cleanup target levels
 - No concentrations of petroleum constituents in soil above FDEP soil cleanup target levels
- Open trench and tropical disturbances pose larger risk to operations and public health, welfare and the environment if trench fills with water and overflows



AGENDA ITEM 9 – INFORMATION ITEMS

f. Human Resources Quarterly Report

Executive Committee September 15, 2022



9f – Human Resources Update

Executive Committee

Sept. 15, 2022

Update For End of Fiscal 2022

Accomplishments

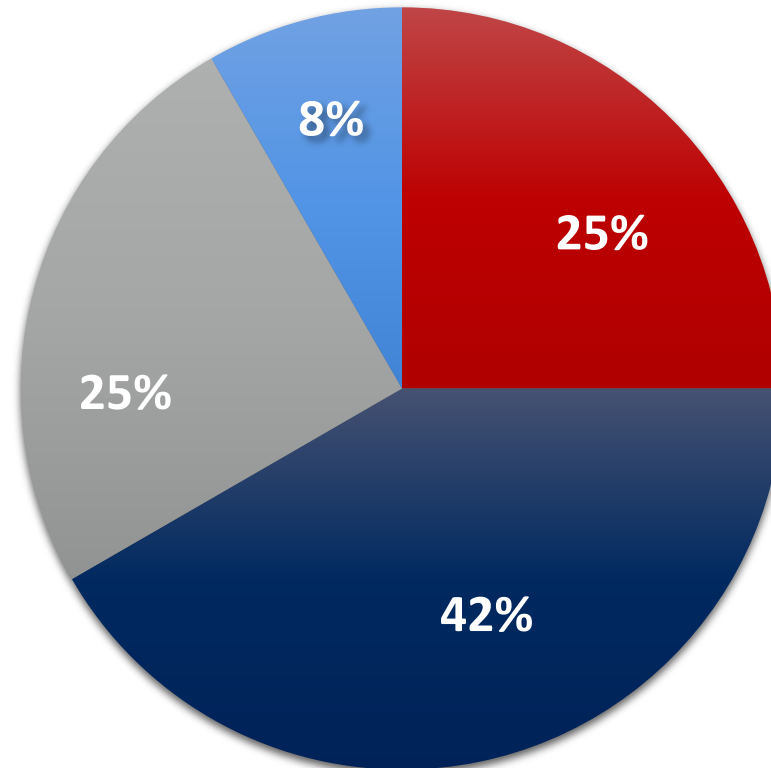
- In-house training completed for over 50 team members
- New benefits added for team
- Provided more flexibility to work remotely
- Added more expertise in several departments
- Created growth opportunities for several team members
- Maintained a healthy work environment
- Access to career coach for all managers
- Top Employer Award for the third year

13 Turnover Opportunities in Fiscal 2022

Limited Advancement Contributed to Highest Turnover

5 years

Avg. tenure for turnover



■ Retired ■ Another Opportunity ■ Other ■ Medical

Exit Interview Information

Top Responses

- Limited room for professional growth
- Medical benefits were excellent
- Leaving for more growth opportunities and better pay
- Improve Communication
- All but one indicated they would come back to work at FMPA if offered a job in the future.
- Majority indicated morale in department and agency was good or excellent
- Things liked most: Family feel of FMPA and providing value to our members

Strengthened The Team

- Added new supervisory roles for two team members
- Enhanced capabilities to Generation Fleet team
- Enhanced ability to add valuable services to members
- Strengthened project management and back-up capabilities at power plants
- Added more expertise to Administrative Department
- Strengthened Human Resources team
- Added part-time resource to Public Relations
- Provided growth opportunities for two team members through succession planning

**AGENDA ITEM 9 – INFORMATION
ITEMS**

g. Regulatory Compliance Update

**Executive Committee September
15, 2022**



Regulatory Compliance Update

Board 9c & EC 9g

September 15, 2022

FERC Update

Notices of Proposed Rulemakings (NOPRs)

- Building for the Future Through Electric Regional Transmission Planning and Cost Allocation and Generator Interconnection (Docket RM 21-17, April 21, 2022)
 - FMPA heavily involved through TAPS (FERC Commissioner meetings, comments, reply comments)
- Improvements to Generator Interconnection Procedures and Agreements (Docket RM 22-14, June 16, 2022)
 - "[I]ntended to address interconnection queue backlogs, improve certainty, and prevent undue discrimination for new technologies to ensure that the pro forma generator interconnection procedures are just and reasonable and not unduly discriminatory or preferential."
- NOPR - Duty of Candor (Docket 22-20, June 28, 2022)
 - "[A]ll entities communicating with the Commission or other specified organizations related to a matter subject to the jurisdiction of the Commission [must] submit accurate and factual information and not submit false or misleading information or omit material information."
 - Applies to FERC (docketed & undocketed filings, forms, etc.), NERC, SERC, etc.

FERC Update (cont'd)

FERC Visits

- FERC Technical Conference on Transmission Planning and Cost Management – October 6
 - FMPA selected for Panel 1 - Development and Use of Local Transmission Planning Criteria
- TAPS meetings with FERC Commissioners (September/October)

Roles of FMPA Regulatory Compliance Department

- FMPA Regulatory Compliance Department perform three main functions related to NERC mandatory reliability standards
 - FMPA Compliance
 - Member Support
 - Industry Influence

FMPA Compliance

Internal Compliance

- 2022 Annual Goal - Regulatory Compliance Update
 - NERC Compliance Steering Committee will review a staff report reviewing all processes and procedures for compliance with all applicable NERC Reliability Standards”.
 - Compliance-SME one-on-one meetings
 - The process began with high risk, new, and plant applicable standards
 - Top-down standards review
 - Majority complete from internal FMPA SME discussions
 - Report on findings, ways to reduce risks and increase internal controls, etc.

FMPA Compliance

Internal Compliance

- FMPA has one self-reportable compliance violation
 - TPL-001 Self-report submitted regarding Correction Action Plan (CAP) protection system being removed
- Compliance Management System
 - Speaking with registered entity peers
 - Requesting Demos from companies

FMPA Compliance

Member Support

- In-process peer review
- FMPA 2022 Fall Compliance Workshop (Sept. 6-7).
 - Topics included: PRC-024; Cold Weather Standards development and survey results; Internal Controls; FAC-008; PRC-019; CIP Panel discussion
- Bi-weekly Compliance calls continue to be a consistent success with expectations of growth and evolution
- Compliance Department is available for support and help with peer reviews, spot checks, balloting and commenting, or to answer any compliance questions

Industry Influence

- Submitted Comments and/or cast ballots
 - EOP-012-1; Cyber Security Supply Chain Low Impact Revisions; PRC-002; MOD-026/027; PRC-024; BAL-003
- Align release R4.5 September 2022
- Cold Weather Standard Development
 - FMPA continues participation in Cold Weather Preparedness standard development & implementation efforts
- Regular APPA and TAPS involvement

**AGENDA ITEM 9 – INFORMATION
ITEMS**

h. FY2023 Draft Management Goals

**Executive Committee
September 15, 2022**

Fiscal 2023 Management Goals – **DRAFT**

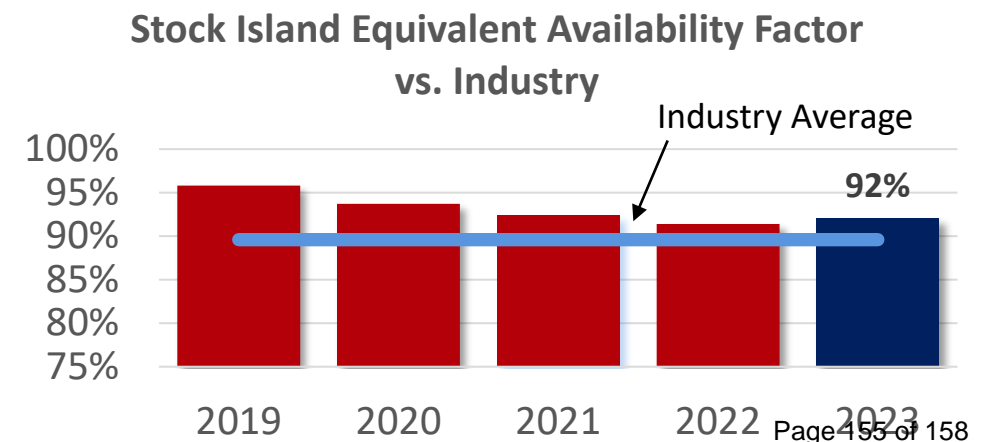
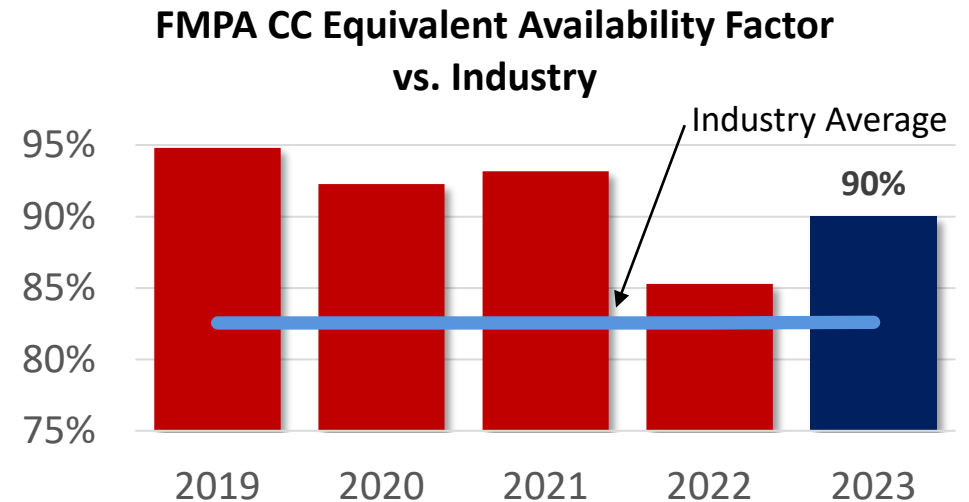
Goal		FY 2023 Target	Comment
1. Safety	Lost-time Accidents	0	
	OSHA Recordables	0	
2. Compliance	Environmental	0	
	Financial	0	
	Regulatory	0	
3. Low Cost (\$/MWh)	Fiscal 2023 Rate Objective	< \$?	<ul style="list-style-type: none"> • Overall rate objective • Market exposed fuel is portion floating with market fluctuations, volatility • Managed fuel – fixed costs portion of fuel • Non-fuel costs are controllable
	Market-Exposed Fuel	\$	
	Managed Fuel	\$	
	Non-Fuel	\$	
4. Natural Gas Rate Stability Plan	Discuss need & goals for a structured plan	Complete by June	<ul style="list-style-type: none"> • Develop multi-year forward rolling plan outlining management discretion within developed price, volumetric, rate and financial management objectives set by EC

Goal	FY 2023 Target	Comment	
5. Cyber-security	Breaches	0	
	Advance phishing tests	10% or <	More advanced phishing set of tests based on real-like phishing we are receiving
6. Reliability	Large CC EAF	90%	Goal for large CC based on U.S. EAF for similar at 82.6%, major for TCEC
	SI EAF	92%	Added goal for Stock Island to ensure reliable availability to backstop transmission
	SI black start and trans. backup	100%	
7. Member Reliability	Individual member reliability recommendations/projects	12	
8. Member Services	Leadership member visits	75	
	Member and Community presentations, social media	12	

Plant Reliability Goals Driven By Planned Outages

TCEC 29-Day Spring Outage, Stock Island 235 Days of Projects

- Overall large CC EAF goal of 90%
- Industry average for large CCs has dropped to 82.6%
- Goal reflective of 104 days planned outages
- Goal reflective of 1% forced outage rate
- Stock Island EAF goal of 92% driven stack and control system projects



Goal	FY 2023 Target	Comment
9. Strategic Plan & IRP Staff will complete IRP for 20-year planning horizon	Complete by EOFY	<ul style="list-style-type: none"> • Key assumptions for IRP agreed upon by EC during strategic plan • IRP developed by EOY • Resulting financing needs to support plan included
10. Financing Complete pooled loans for Members/projects	1	<ul style="list-style-type: none"> • Based on inquiries from three members, we are anticipating at least one loan in FY 2023
11. Solar Phase III Complete contract negotiations on Phase III sites	Complete by EOFY	<ul style="list-style-type: none"> • Potential for 265 MW of Projects
12. People Complete All Team In-House Training Sessions	3	<ul style="list-style-type: none"> • Leverage scale of facilitating more staff with an in-house presenter

**AGENDA ITEM 10 – MEMBER
COMMENTS**

**Executive Committee
September 15, 2022**

AGENDA ITEM 11 – ADJOURNMENT

**Executive Committee
September 15, 2022**