ARP EXECUTIVE COMMITTEE AGENDA PACKAGE

FEBRUARY 12, 2026

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

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

Meeting ID Number: 218 564 708 544 9#

Committee Members

Javier Cisneros, Fort Pierce – Chair
Robert Page, Green Cove Springs – Vice Chair

Christina Farmer, Bushnell
Lynne Mila, Clewiston
Steve Doyle, Fort Meade
Kendrah Wilkerson, Havana
Allen Putnam, Jacksonville Beach
Lynne Tejeda, Key West
Brian Horton, Kissimmee
Brad Chase, Leesburg
Rance Green, 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: Thursday, February 6, 2026, REV Wednesday, February 11, 2026

RE: FMPA Executive Committee Meeting - **Thursday, February 12, 2026 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 218 564 708 544 9#**

LINK: Join the meeting now

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

Chairman Javier Cisneros, Presiding

AGENDA

8. Action Items

9. Information Items

***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
February 12, 2026

AGENDA ITEM 2 – Set Agenda (by Vote)

Executive Committee
February 12, 2026

AGENDA ITEM 3 – RECOGNITION OF GUESTS

Executive Committee
February 12, 2026

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

Executive Committee
February 12, 2026

AGENDA ITEM 5 – COMMENTS FROM THE CHAIR

Executive Committee
February 12, 2026

AGENDA ITEM 6 – REPORT FROM THE GENERAL MANAGER

Executive Committee
February 12, 2026

AGENDA ITEM 7 – CONSENT AGENDA

a. Approval of Meeting Minutes – Meetings Held January 15, 2026 and ARP Telephonic Rate Workshop Held January 13, 2026

Executive Committee
February 12, 2026

CLERKS DULY NOTIFIED .... January 08, 2026
AGENDA PACKAGES POSTED .... January 08, 2026

MINUTES
EXECUTIVE COMMITTEE MEETING
THURSDAY, JANUARY 15, 2026
FLORIDA MUNICIPAL POWER AGENCY
8553 COMMODITY CIRCLE
ORLANDO, FL 32819

PARTICIPANTS PRESENT:	Lynne Mila, Clewiston Steve Doyle, Fort Meade (virtual) Javier Cisneros, Fort Pierce Robert C. Page, Green Cove Springs Allen Putnam, Jacksonville Beach Lynne Tejeda, Key West (virtual) Brian Horton, Kissimmee (virtual) Brad Chase, Leesburg (virtual) Doug Peebles, Ocala Drew Mullins, Starke
OTHERS PRESENT	Michael Poucher, Bartow Danny Retherford, Fort Pierce (virtual) Dino DeLeo, Gainesville (virtual) Justin Buckman, Kissimmee (virtual) Grant Lacerte, Kissimmee Kevin Crawford, Kissimmee (virtual) Jason Terry, Kissimmee Brian King, Lake Worth Beach (virtual) Mike Beckham, Lakeland (virtual) Efren Chavez, New Smyrna Beach (virtual) Chad Lynch, Ocala Attila Miszti, Orlando (virtual) John Porter, Orlando (virtual) Troy Rivera, Orlando (virtual) Austin Pierce, Orlando (virtual) Eric Walters, Tallahassee (virtual) Paul Matteo, PFM Mike Mace, PFM Tim Westgate, Purvis, Grey & Company Matt Ganoe, Purvis, Grey & Company
STAFF PRESENT	Jacob Williams, General Manager and CEO Jody Finklea, General Counsel and Chief Legal Officer Sharon Adams, Chief People and Member Services Officer Ken Rutter, Chief Operating Officer Rich Popp, Chief Financial Officer Chris Gowder, Chief System Operations and Technology Officer

Dan O'Hagan, Deputy General Counsel and Manager of Regulatory Compliance
Sue Utley, Executive Asst. /Asst. Secy. to the Board
Lindsay Jack, Executive Assistant Support Coordinator
Susan Schumann, Public Relations and External Affairs Manager
Emily Maag, Senior Public Relations Specialist
Sena Mitchell, Treasury Manager
Jason Wolfe, Financial Planning Rates and Budget Director
Jason M. Wolfe, Plant Manger
Navid Nowakhtar, Member Services Strategic Planning & Analytics Vice President
Mary Kathryn Patterson, Senior Public Relations Specialist
Andrei Benjamin, Cloud Systems Administrator
Lakenya VanNorman, Senior Regulatory Compliance Specialist
Danyel Sulivan-Marrero, Controller
Akeim March, Information Technology Support Specialist
Mike McCleary, Senior Manager of Member Services
John Bradley, Business Development Analyst

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

Chair Javier Cisneros, Fort Pierce, called the FMPA Executive Committee meeting to order at 10:46 a.m., Thursday, January 15, 2026. A video and audio connection for public attendance and participation was broadcast 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 10 Members present out of a possible 13.

ITEM 2 – SET AGENDA (BY VOTE)

MOTION: Allen Putnam, Jacksonville Beach, moved approval of the agenda as presented. Doug Peebles, Ocala, seconded the motion. Motion carried 10-0.

ITEM 3 – RECOGNITION OF GUESTS

None.

ITEM 4 – PUBLIC COMMENTS

None.

ITEM 5 – COMMENTS FROM THE CHAIRMAN

Chair, Javier Cisneros, Fort Pierce, thanked Mike Peters for his presentation at the Board of Directors meeting and thanked fellow members for attending the APPA conference earlier in the week.

ITEM 6 – REPORT FROM GENERAL MANAGER

No additional comments.

ITEM 7 –CONSENT AGENDA

a. Approval of Meeting Minutes – Meetings Held December 11, 2025, and ARP Telephonic Rate Workshop Held December 16, 2025

b Approval of Treasury Reports – As of November 30, 2025

c Approval of the Agency and All-Requirements Project Financials as of November 30, 2025

d ARP 12-month Capacity Reserve Margin Report

MOTION: Drew Mullins, Starke, moved approval of the Consent Agenda as presented. Allen Putnam, Jacksonville Beach, seconded the motion. Motion carried 10-0.

ITEM 8 – ACTION ITEMS:

a. Approval of Risk Management Policy Update

John Bradley presented the Risk Management Policy update.

MOTION: Allen Putnam, Jacksonville Beach, moved to approve the corrected Risk Management Policy - Appendix A Fuel Portfolio Management Policy. Drew Mullins, Starke, seconded the motion. Motion carried 10-0.

b. Approval of PFM Contract Extension*

Sena Mitchell presented the PFM contract extension at the Board of Directors meeting. No further discussion.

MOTION: Drew Mullins, Starke, moved approval of a two-year extension for PFM Financial Advisory Services. Allen Putnam, Jacksonville Beach, seconded the motion. Motion carried 10-0.

c. Approval of Audited Financial Statements*

Danyel Sullivan-Marrero & Tim Westgate of Purvis Gray & Co. presented the Audited financial statements at the Board of Directors meeting. No further discussion.

MOTION: Drew Mullins, Starke, moved approval of the FY2025 external audit report and audited financial statements. Doug Peebles, Ocala, seconded the motion. Motion carried 10-0.

ITEM 9 – INFORMATION ITEMS:

a. **ARP Resource Changes and Expansion Update**

Chris Gowder presented the ARP resource changes and expansion update.

ITEM 10 – Member Comments

Members and staff discussed data center capacity and future planning with acquisitions.

ITEM 11 – Adjournment

There being no further business, the meeting was adjourned at 11:05 a.m.

Javier Cisneros Chairman, Executive Committee	Sue Utley Assistant Secretary

Approved: ______________________ Seal

PUBLIC NOTICE SENT TO CLERKS..January 06, 2026
AGENDA PACKAGES SENT TO MEMBERS ....January 12, 2026

MINUTES
EXECUTIVE COMMITTEE
ALL-REQUIREMENTS POWER SUPPLY PROJECT
TELEPHONIC RATES MEETING
TUESDAY, JANUARY 13, 2026
FLORIDA MUNICIPAL POWER AGENCY
8553 COMMODITY CIRCLE
ORLANDO, FLORIDA 32819

MEMBER REPRESENTATIVES PRESENT VIA TELEPHONE

Lynne Mila, Clewiston
Steve Doyle, Fort Meade
Javier Cisneros, Fort Pierce
Daniel Retherford, Fort Pierce
Robert C. Page, Green Cove Springs
Lynne Tejeda, Key West
Marie C., Leesburg
Doug Peebles, Ocala
Marie Brooks, Ocala

STAFF PRESENT

Jacob Williams, General Manager and CEO
Sue Utley, Executive Assistant to General Manager and CEO / Asst. Secy. to the Board
Lindsay Jack, Executive Assistant Support Coordinator
Jason Wolfe, Financial Planning, Rates and Budget Director
Denise Fuentes, Budget and Financial Analyst III
John Bradley Business Development Analyst

Item 1 – Call to Order and Roll Call

Javier Cisneros, Fort Pierce, Chair, called the Executive Committee All-Requirements Telephonic Rate Workshop to order at 10 a.m. on Tuesday, January 13, 2026. A video and audio connection for public attendance and participation was broadcast in the Executive Conference Room at Florida Municipal Power Agency, 8553 Commodity Circle, Orlando, Florida.

Item 2 – Review of December 25 ARP Rate Calculation

Denise Fuentes gave an update on the December 25 natural gas markets, provided an overview of the December 25 loads, and reviewed the December ARP rate calculation.

Item 3 – Member Comments

None.

Item 4 - Adjournment

There being no further business, the meeting was adjourned at 10:08p.m.

____
Approved

LT/lj

AGENDA ITEM 7 – CONSENT AGENDA

b. Approval of Treasury Reports as of December 31, 2025

Executive Committee
February 12, 2026

MUNICIPAL POWER

AGENDA PACKAGE MEMORANDUM

TO: FMPA Executive Committee

FROM: Patrick Grogan

DATE: February 5, 2026

ITEM: EC 7(b) – Approval of the All-Requirements Project Treasury Reports as of December 31, 2025

Introduction

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

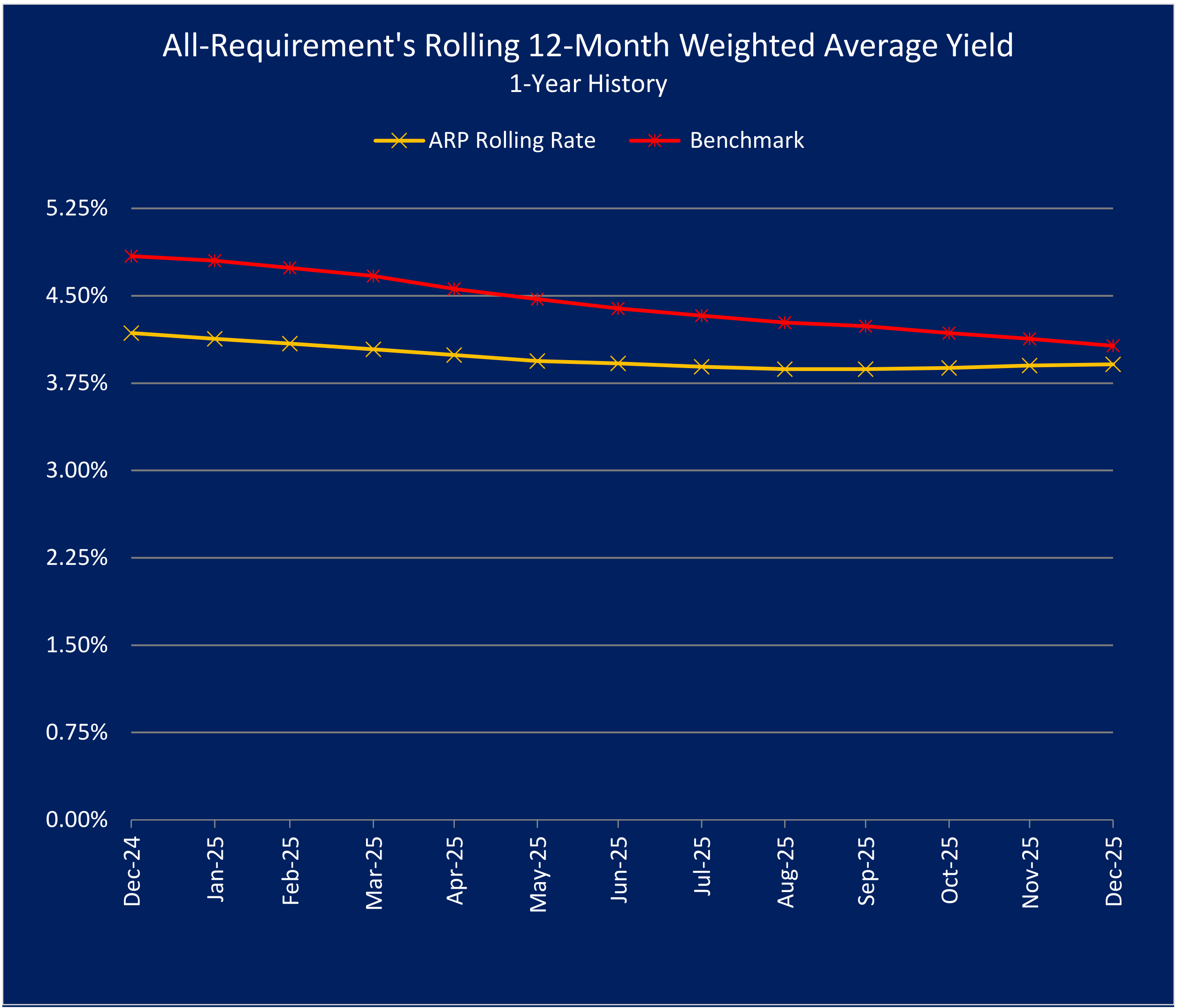
Debt Discussion

The All-Requirements Project's debt is entirely fixed-rate. The estimated debt interest funding for fiscal year 2026 as of December 31, 2025, is $25,493,652. The total amount of debt outstanding is $667,235,000.

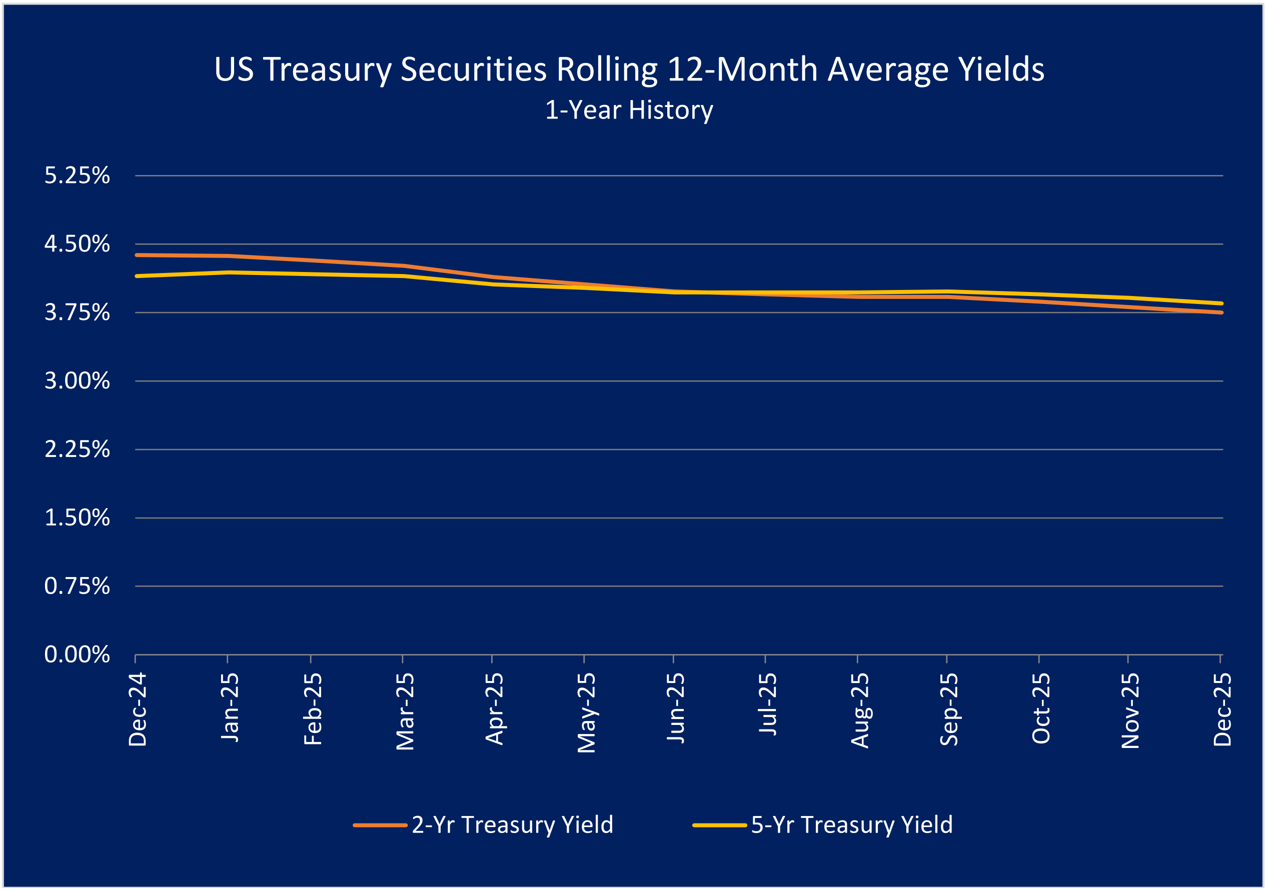
Investment Discussion

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 December 31, 2025, the All-Requirements Project investment portfolio had a rolling 12-month weighted average yield of 3.91%. This reflects slower reinvestment into higher-yielding securities as longer-term bonds mature. 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 December 31, 2025, of 3.75%. The yellow line is the 5-year Treasury rolling 12-month average yield which was 3.85%.



The Investment Report for December is posted in the "Member Portal" section of FMPA's website.

Recommended Motion

Move for approval of the Treasury Reports for December 31, 2025

AGENDA ITEM 7 – CONSENT AGENDA

c. Approval of the Agency and All-Requirements Project Financials as of December 31, 2025

Executive Committee
February 12, 2026

Rich Popp
Chief Financial Officer

AGENDA PACKAGE MEMORANDUM

TO: **FMPA Executive Committee**

FROM: **Rich Popp**

DATE: **February 5, 2026**

SUBJECT: **EC 7c– Approval of the Agency and All Requirements Project Financials as of the period ended December 31, 2025**

Discussion: The summary and detailed financial statements, which include GASB #62 transactions, of the Agency and All Requirements Project for the period ended December 31, 2025, are posted on the Document Portal section of FMPA's website.

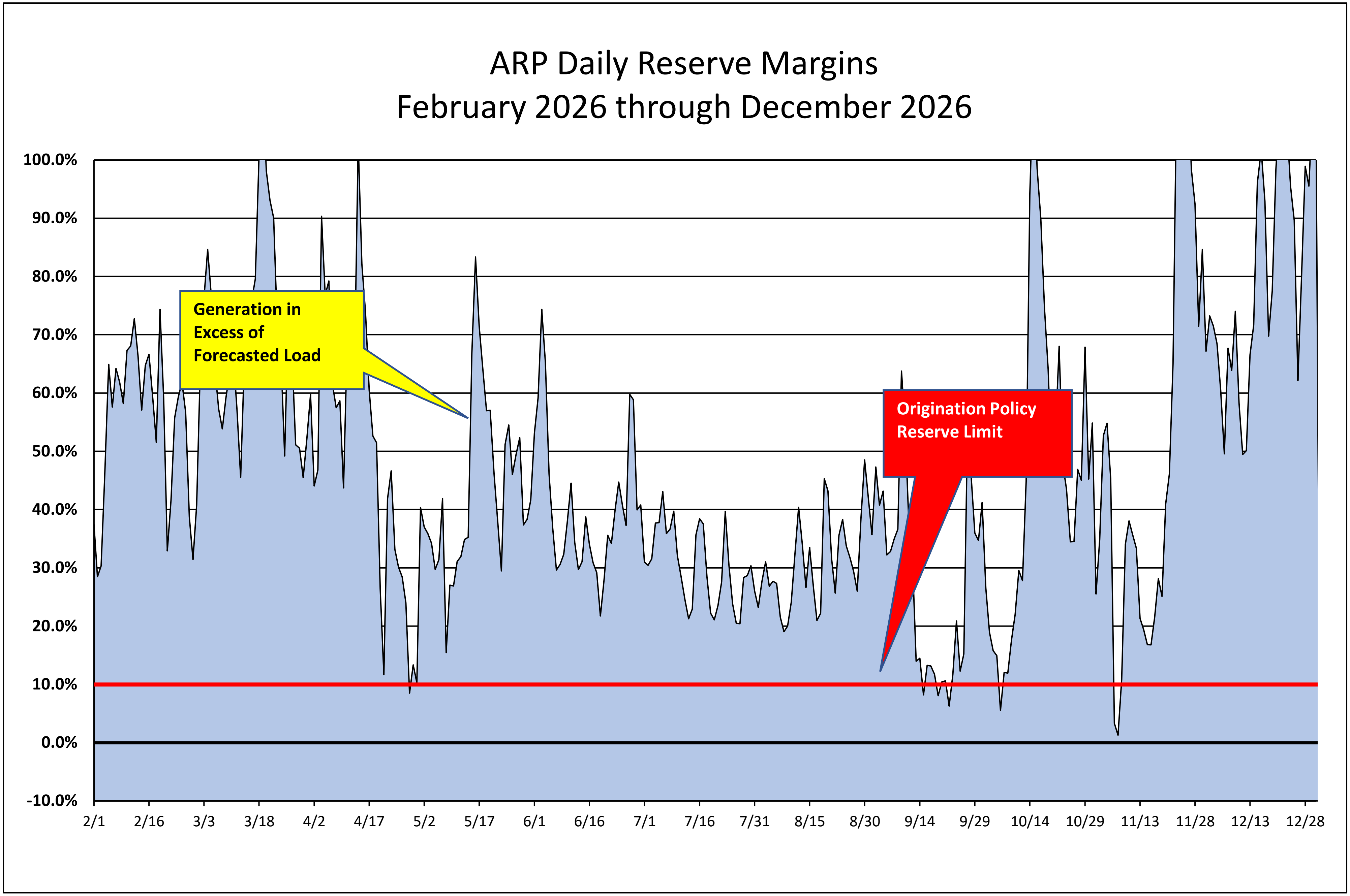
Recommended: Move approval of the Agency and All-Requirements Project Financial Reports for the month ended December 31, 2025.

RP/GF

AGENDA ITEM 7 – CONSENT AGENDA

d. ARP 12-month Capacity Reserve Margin Report

Executive Committee
February 12, 2026



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AGENDA ITEM 8 – ACTION ITEMS

a. Approval of ARP Line of Credit Use

Executive Committee
February 12, 2026

8a – Approval of ARP Line of Credit Use

Executive Committee

February 12, 2026

$100 Million Liquidity Borrowing Maturing 10/26

Portion of Funds Used To Purchase Three Plants

- ARP must make a monthly Principal deposit to repay Series 2021B starting 10/2025
  - Unspent funds remaining from the original $100 million borrow of $65 million
  - ***Funding shortfall of $35 million****, used to purchase three plants*

- Financing Plan to use the Line of Credit to temporarily support the monthly payment until permanent borrowing in the summer of 2026

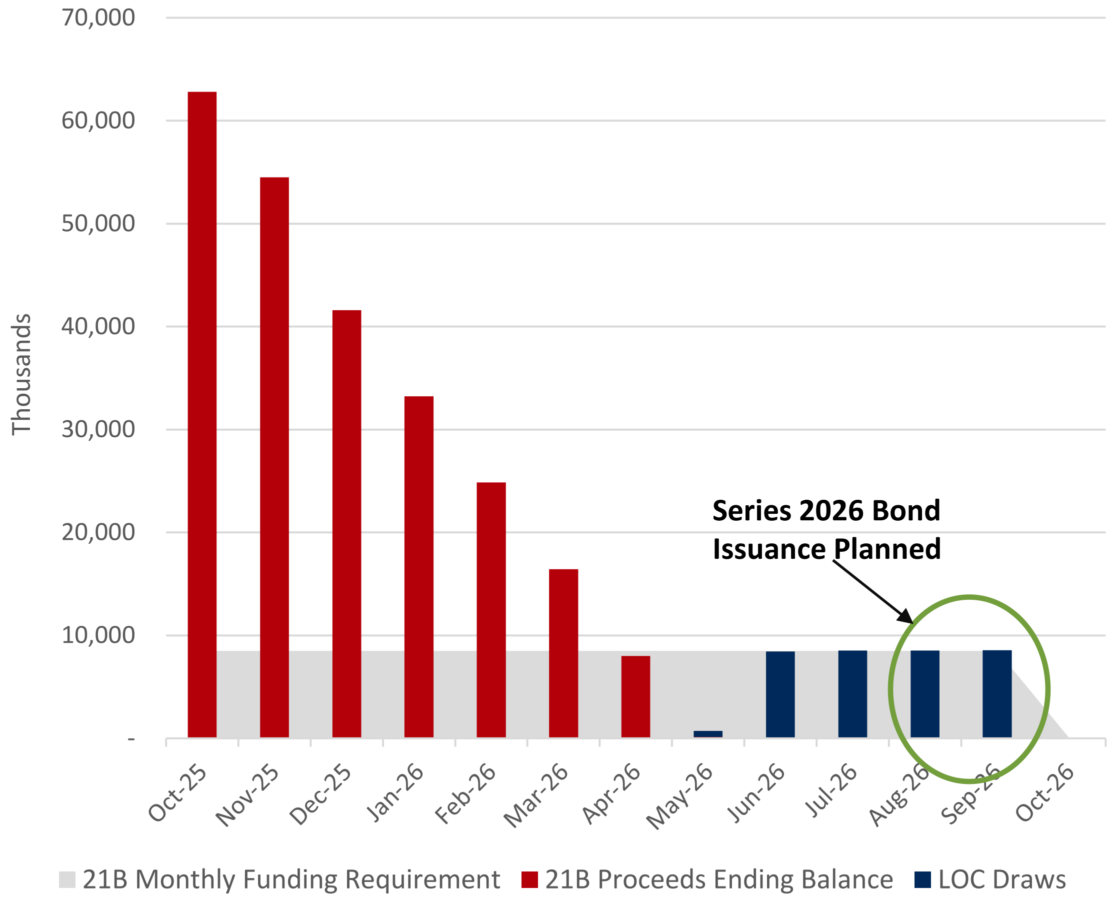
Line of Credit Can Temporarily Support Principal Payments

Flexibility of the LOC is the Best Way to Fund Liquidity Needs

- $100 million ARP Line of Credit secured in June 2025
  - 4-year Credit Facility established to provide liquidity for the ARP project
  - Flexible for taxable and tax-exempt purposes
- Use LOC taxable draws beginning in May 2026 to fund monthly deposits
  - Planned as part of the FY 2026 Budget

Repayment Plan for the 2021B

Temporary Funding Need Until Series 2026 Issued



- Expected total draws of $35 million from May – Sept 2026 to support monthly debt service requirements
  - **Initial draw of $600,000, then $8.5 million monthly thereafter**
- 21B debt service account funded incrementally to $100M
- Estimated costs:
  - 1 month-Term SOFR + 0.616% ~ 4.298%*
  - Projected LOC Draw Fee $295,000 through October 2026
  - **~$900k Net cashflow benefit to not pay off 2021B early**
- LOC to be repaid from ARP 2026 bond issuance planned for late summer or early fall

FMPA MUNICIPAL POWER

LOC Use For Winter Storm Fern

Managing Rate Impact vs Liquidity

Liquidity Demands from Storm

- Natural gas and purchase power vendor payments vs timing of member and 3rd party sales payments
  - ARP rate collects monthly cost greater than plan over next four months
  - 3rd party sales revenues received after costs of natural gas and Pool payments
- Natural gas Mark to Market margin calls
  - February's position gain transferred to O&M to offset gas costs
  - Significant drop in future gas prices after the event

Request Mark to Market margin calls for February through May be managed with LOC up to $20 million

LOC Considerations & Next Steps

Variable Rate Exposure & Plan to Manage

- Variable interest rate exposure during draw period
- Mitigants:
  - Short-term use of LOC as bridge financing
  - Ongoing market monitoring and coordination with Financial Advisor
- Next Steps:
  - Obtain required EC Chair or Vice Chair and CEO or CFO authorizations for LOC draws
  - Execute monthly draws beginning February 2026

Recommended Motion

- Move Approval to authorize monthly draws on the ARP Line of Credit to support ARP Series 2021B principal payments and natural gas margin requirement up to $55 million.

NOTICE OF REVOLVING BORROWING UNDER

SERIES 2025A TAX-EXEMPT NOTE

Pursuant to the Revolving Credit Agreement dated as of June 1, 2025, as amended, supplemented, restated, replaced, or otherwise modified from time to time (the "Agreement"; capitalized terms used but not defined herein shall have the meanings assigned in the Agreement); this represents the undersigned's request for an Advance under the Agreement as follows:

Proposed Date of Advance: [ ]

Amount to be Drawn Down under the Series 2025A Tax-Exempt Note: [$]

The proceeds of the Advance are to be wired to the following account:

Bank: [ ]

Routing Number: [ ]

Account Name: 2025A Note Construction Fund

Account Number: [ ]

The proceeds of the Advance are to be used for a purpose authorized under the Agreement.

This Notice is given in order to induce TRUCE to make the Advance. We understand that TRUCE is relying on the truth and accuracy of the statements made in this Notice.

1. All of the representations and warranties of the undersigned contained in the Agreement (excluding those set forth in Sections 3.05, 3.06, 3.07 and 3.08) or in any of the other Note Documents are true, correct, and complete on and as of the date of this Notice of Revolving Borrowing, with the same effect as though the representations and warranties had been made on and as of such date.

2. The undersigned is in compliance with all terms and conditions of the Agreement and no Event of Default, nor any event which, upon notice or lapse of time or both, would constitute an Event of Default, has occurred and is continuing, or would result from the borrowing.

3. After giving effect to the Advance hereby requested and any other Advances requested on the date hereof under the Series 2025B Taxable Note, the aggregate amount of Advances requested and outstanding under the Agreement will not exceed the Maximum Commitment Amount as of the proposed date of the Advance hereby requested.

4. The facts, estimates, circumstances and representations set forth or made (as the case may be) in the Certificate as to Tax, Arbitrage and Other Matters as to the Series 2025A Tax-Exempt Note delivered in connection with the initial issuance of the Series 2025A Tax-Exempt Note, as supplemented by any amendatory certificate delivered to Bond Counsel on the date hereof, continue to exist and are hereby reaffirmed on the date hereof.

5. The undersigned represents that the Issuer will file or previously has filed with the Secretary of the Treasury, the information report required by Section 149(e) of the Code with respect to the Series 2025A Tax-Exempt Note:

(a) by the fifteenth day of the second calendar month after the close of the calendar quarter in which the Series 2025A Tax-Exempt Note was originally issued, and

(b) at such additional times required by the Code within such time period prescribed by the Code.

6. The Issuer has notified Bond Counsel of the proposed Advance requested above.

7. The Issuer has previously delivered to the Lender, addressed to the Lender and upon which opinion the Lender may rely, an opinion of an attorney to the Issuer and/or Bond Counsel as to those matters required under Sections 5.01(f) and (h) of the Agreement and the Issuer confirms that it has not received notification from the Issuer's Counsel and/or Bond Counsel of a withdrawal of such opinion (unless a replacement opinion has been obtained).

8. The Issuer has delivered to TRUCE, addressed to TRUCE and upon which opinion the Lender may rely, the opinion of Bond Counsel required pursuant to Section 5.02(c)(i) of the Agreement.

9. All other conditions precedent to the Advance as set forth in the Agreement have been satisfied.

Dated: ____________________________

FLORIDA MUNICIPAL POWER AGENCY, on behalf of the ALL-REQUIREMENTS POWER SUPPLY PROJECT

By:______________________________________
Title:

NOTICE OF REVOLVING BORROWING UNDER

SERIES 2025B TAXABLE NOTE

Pursuant to the Revolving Credit Agreement dated as of June 1, 2025, as amended, supplemented, restated, replaced, or otherwise modified from time to time (the "Agreement"; capitalized terms used but not defined herein shall have the meanings assigned in the Agreement); this represents the undersigned's request for an Advance under the Agreement as follows:

Proposed Date of Advance: [ ]

Amount to be Drawn Down under the Series 2025B Taxable Note: [$]

The proceeds of the Advance are to be wired to the following account:

Bank: [ ]

Routing Number: [ ]

Account Name: 2025B Note Construction Fund

Account Number: [ ]

The proceeds of the Advance are to be used for a purpose authorized under the Agreement.

This Notice is given in order to induce the Bank to make the Advance. We understand that the Bank is relying on the truth and accuracy of the statements made in this Notice.

1. All of the representations and warranties of the undersigned contained in the Agreement (excluding those set forth in Sections 3.05, 3.06, 3.07 and 3.08) or in any of the other Note Documents are true, correct, and complete on and as of the date of this Notice of Revolving Borrowing, with the same effect as though the representations and warranties had been made on and as of such date.

2. The undersigned is in compliance with all terms and conditions of the Agreement and no Event of Default, nor any event which, upon notice or lapse of time or both, would constitute an Event of Default, has occurred and is continuing, or would result from the borrowing.

3. After giving effect to the Advance hereby requested and any other Advances requested on the date hereof under the Series 2025A Tax-Exempt Note, the aggregate amount of Advances requested and outstanding under the Agreement will not exceed the Maximum Commitment Amount as of the proposed date of the Advance hereby requested.

4. The Issuer has notified Bond Counsel of the proposed Advance requested above.

5. The Issuer has previously delivered to the Lender, addressed to the Lender and upon which opinion the Lender may rely, an opinion of an attorney to the Issuer and/or Bond Counsel as to those matters required under Sections 5.01(f) and (h) of the Agreement and the Issuer confirms that it has not received notification from the Issuer's Counsel and/or Bond Counsel of a withdrawal of such opinion (unless a replacement opinion has been obtained) and upon the initial Advance under Section 5.02(c)(ii) of the Agreement.

6. All other conditions precedent to the Advance as set forth in the Agreement have been satisfied.

Dated: ______________________________

FLORIDA MUNICIPAL POWER AGENCY, on behalf of the ALL-REQUIREMENTS POWER SUPPLY PROJECT

By:____
Title:

AGENDA ITEM 9 – INFORMATION ITEMS

a. Winter Storm Fern Financial Impacts

Executive Committee
February 12, 2026

9a – Winter Storm Fern Financial Impacts

Executive Committee

February 12, 2026

Extreme Cold Will Result in Significantly Higher Feb Bills

FMPP Incorrect January Billing Moves Cost to February

January costs are slightly lower than projected

- All-In Forecast of $102MWh vs. Actual of $101MWh
- January Issues:
  - Billing error from the Pool
    - Stanton Unit 1 allocated to ARP
    - Lake Worth billed to OUC load
    - End-of-month daily Pool pricing does not reflect external purchases
- Estimated error impact $6 - $7 M
- Will be true-up in February costs

Billing delay lowered January's Energy rate by $13 to $15 MWh

FMPA MUNICIPAL POWER

Mitigation Saved Members $22.5 Million

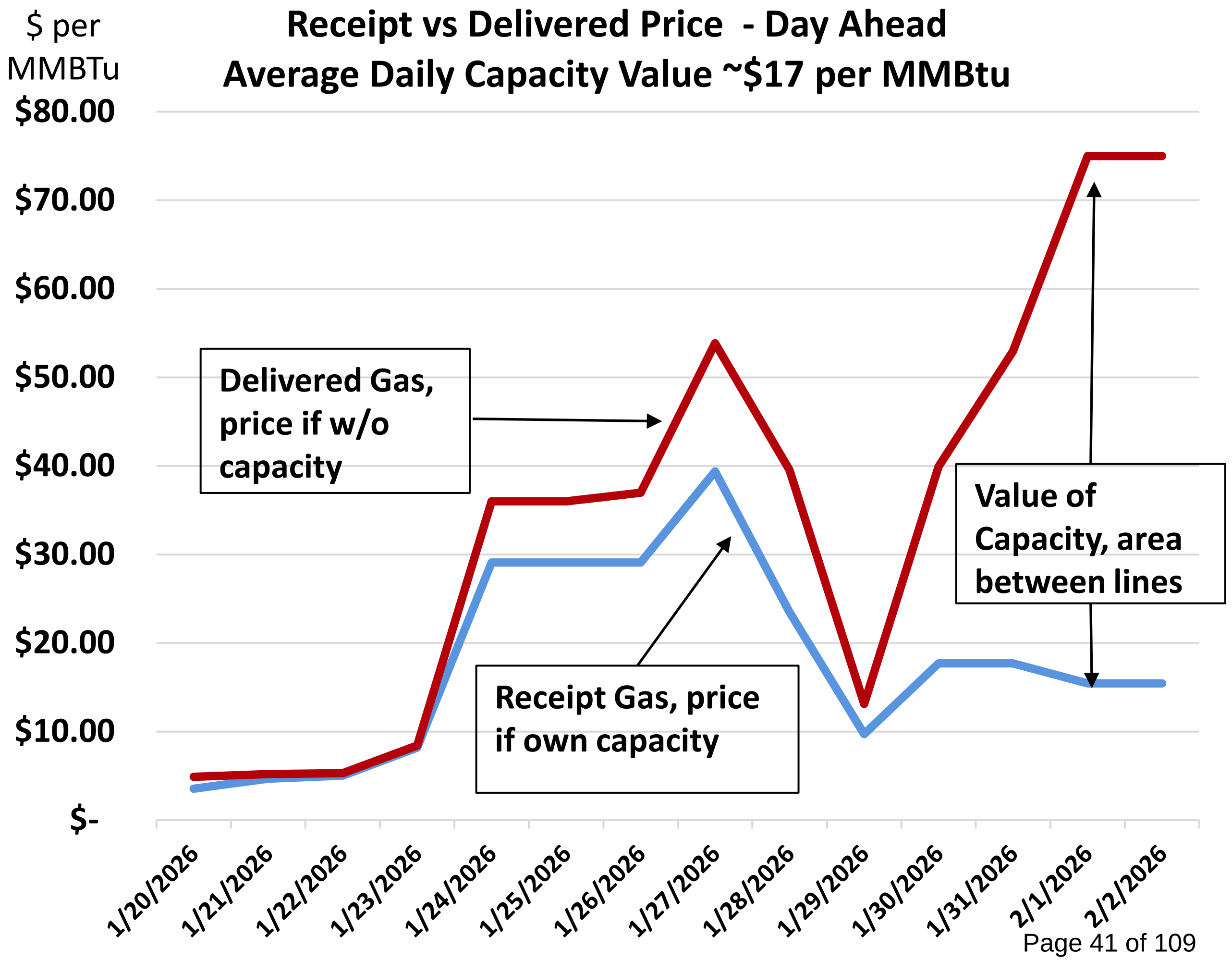
Jan 60% Mitigated with FOM Gas @ $4.68 vs $13.81 Average Dispatch

- January was 60% mitigated with NYMEX contracts at the end of December,
  - Realized gain on positions $760k
- Team continued to match 60% mitigation with "First of Month" gas
  - FOM vs daily natural gas avoidance of $16.4M
- Natural Gas Storage vs daily natural gas: ~$2.6 million vs daily market
- Diesel Oil burns vs daily natural gas: $2.75 million vs daily market
- **Mitigation Strategy kept Members' cost lower by $22.5M or $48 MWh**

Natural Gas Capacity Avoided Daily Delivered Pricing

Having Gas Capacity Supports Generation Reliability

- Daily Pool Dispatch pricing almost instantly exploded in price
  - 81k dth of gas cuts, including prepays, 77% resupplied
  - Able to deliver to all ARP's generation on multiple pipelines
  - FGU Joint DPOA avoid penalty gas



ARP Healthy Cash Position to Pay Vendors

Multiple Cash Demands will Play Out Over the Next Two Months

Available Cash	Dollar Amount
Operation & Maintenance	$76 million
Remaining 21B Bonds	$32 million
General Reserve	$10 million
Line of Credit	$100 million
Total Available Cash	**$218 million**

- **Demands on Cash**
  - FGU natural gas billing
    - Payment date vs offsetting gas sales
    - Delay of $6 M in cash collection
  - ARP 3rd party sales
    - Costs not part of days of O&M cash calculation
    - Delay of ~$14 M in cash collections
  - Margin Postings for natural gas positions as forward market declined
  - High February Operational Costs

FMPA MUNICIPAL POWER

Impact Will Fall Out In February's Billing Month

Billing Error, Peak Gas, and Peak Energy Prices

February Planned Cost Change

- $99 MWh All-In December Rate Package
- $134 MWh All-In January Rate Package
- 35% increase over prior plan

Drivers of Change

- Allocation of Stanton & Lake Worth plus Purchase Power billing
- Gas Prices forecast change $3.69 vs $7.45 MMBtu
- Cash demand for Mark to Market value
- Fuel Oil Inventory Purchases

Rate Billing Discussion

Ideas To Manage the Storm's Impact On Members

- Is there a Member concern about paying needle billing peak February bill?

- Alternatives to smooth one month impact to Members
  - Temporarily lower the target O&M cash balance from the two highest months to something lower
  - Temporarily use up to $10 M of the General Reserve Fund
  - Recommendation to revert to normal cash management before 9/30

FMPA MUNICIPAL POWER

AGENDA ITEM 9 – INFORMATION ITEMS

b. Annual Debt Report

Executive Committee
February 12, 2026

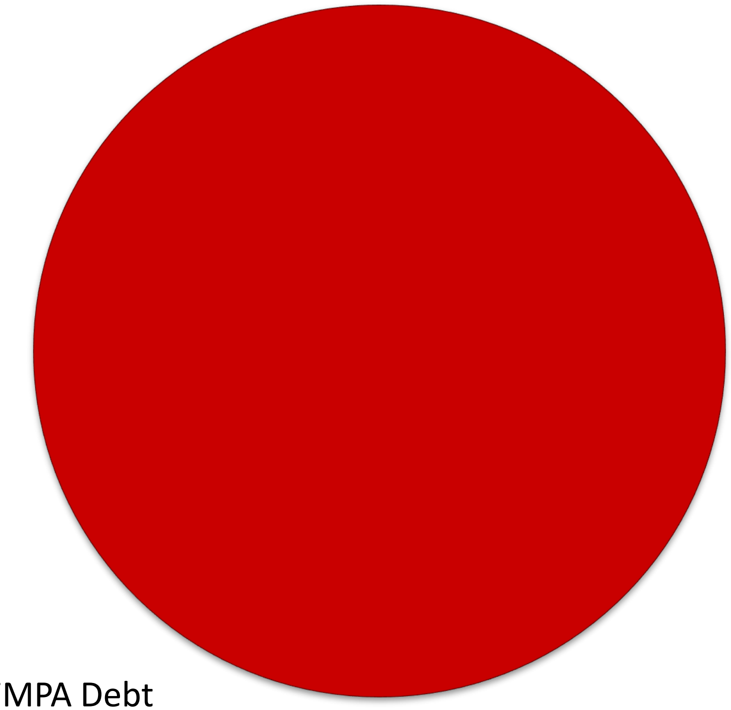
9b – Annual Debt Report as of Sept. 30, 2025

Executive Committee

February 12, 2026

100% of Project Debt is Fixed

Closed on the ARP 2025A $208.830 million Fixed Rate bond issue 8/13/25



FMPA's Total Debt Decreased By $27.8M in 2025

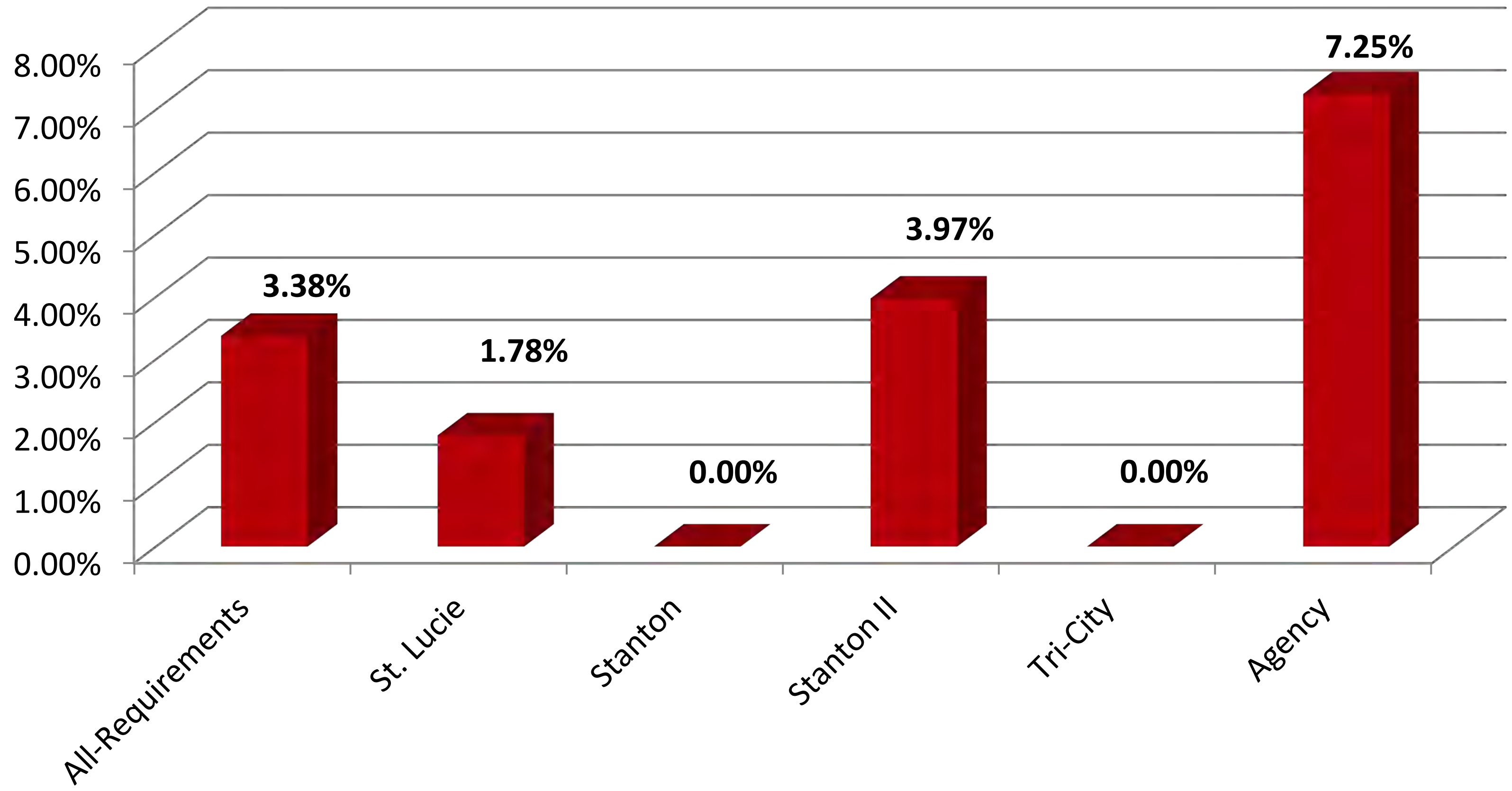
ARP Reduced Debt Even With $50M New Money for Plant Investments

Project	9/30/25 $'s in 000's	9/30/24 $'s in 000's	Debt Reduction $'s in 000's
All-Requirements	719,485	732,410	(12,925)
St Lucie	47,810	50,600	(2,790)
Stanton II	49,645	61,639	(11,994)
Agency	890	1,000	(110)
Total	**$817,830**	**$845,649**	**($27,819)**

FMPA MUNICIPAL POWER

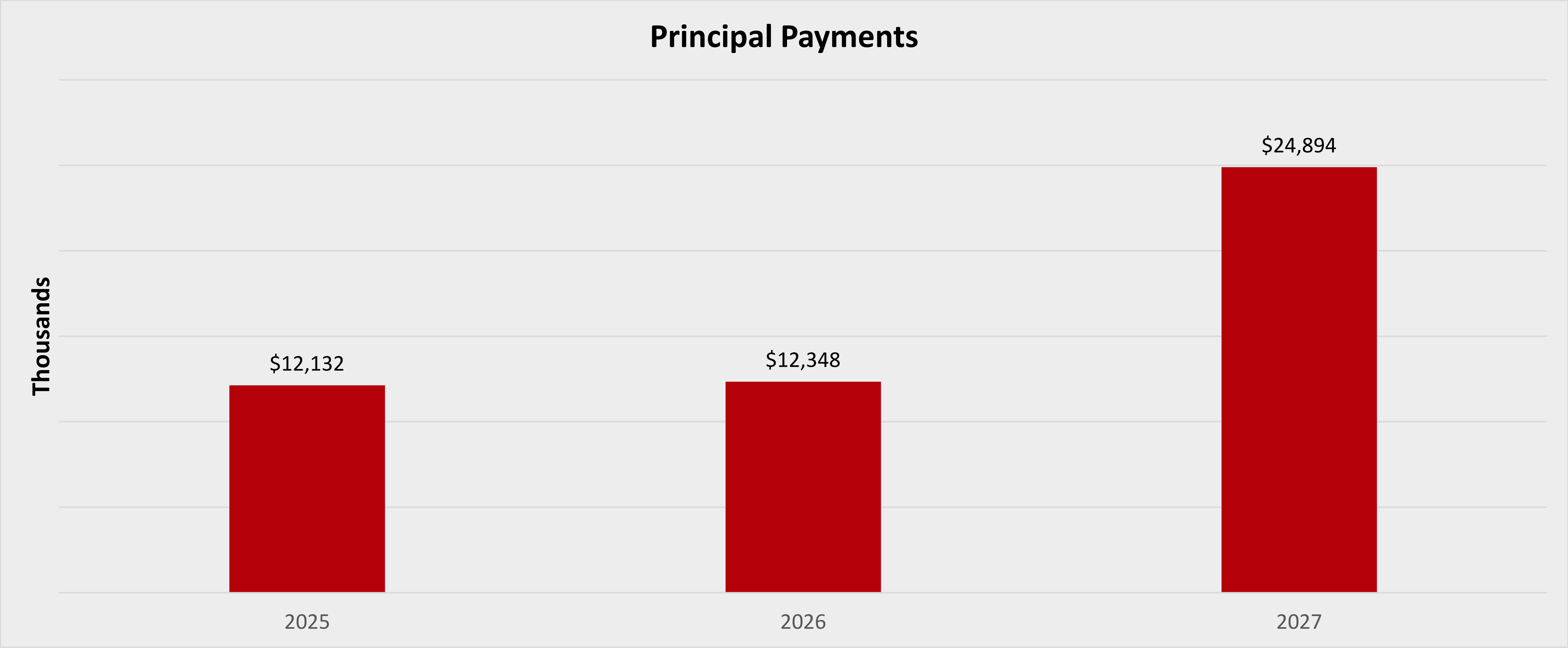
True Interest Cost of Debt by Project

FY 27 Last Year Agency Pooled Loan of 7.25%



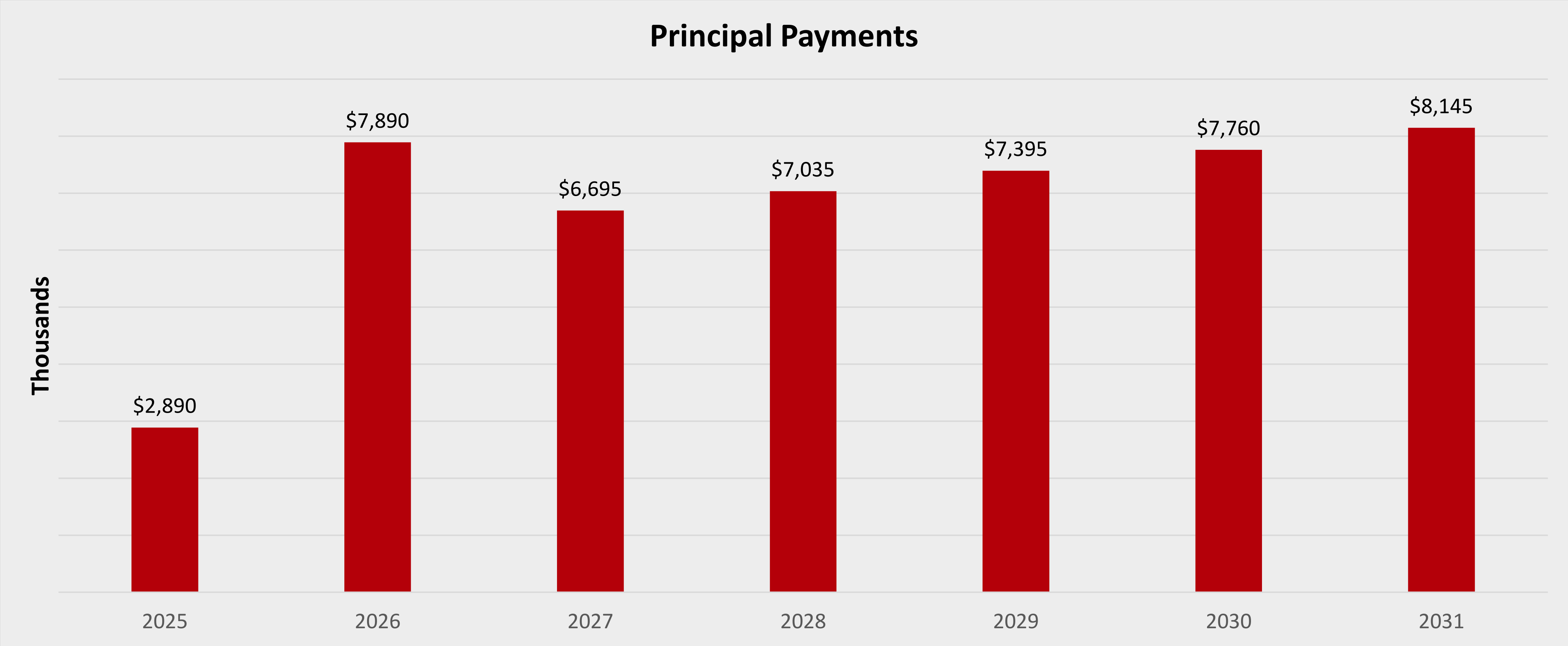
Stanton II General Reserve Will Fund Final Payment

No Additional Rate Impact In 2027 For Balloon Payment



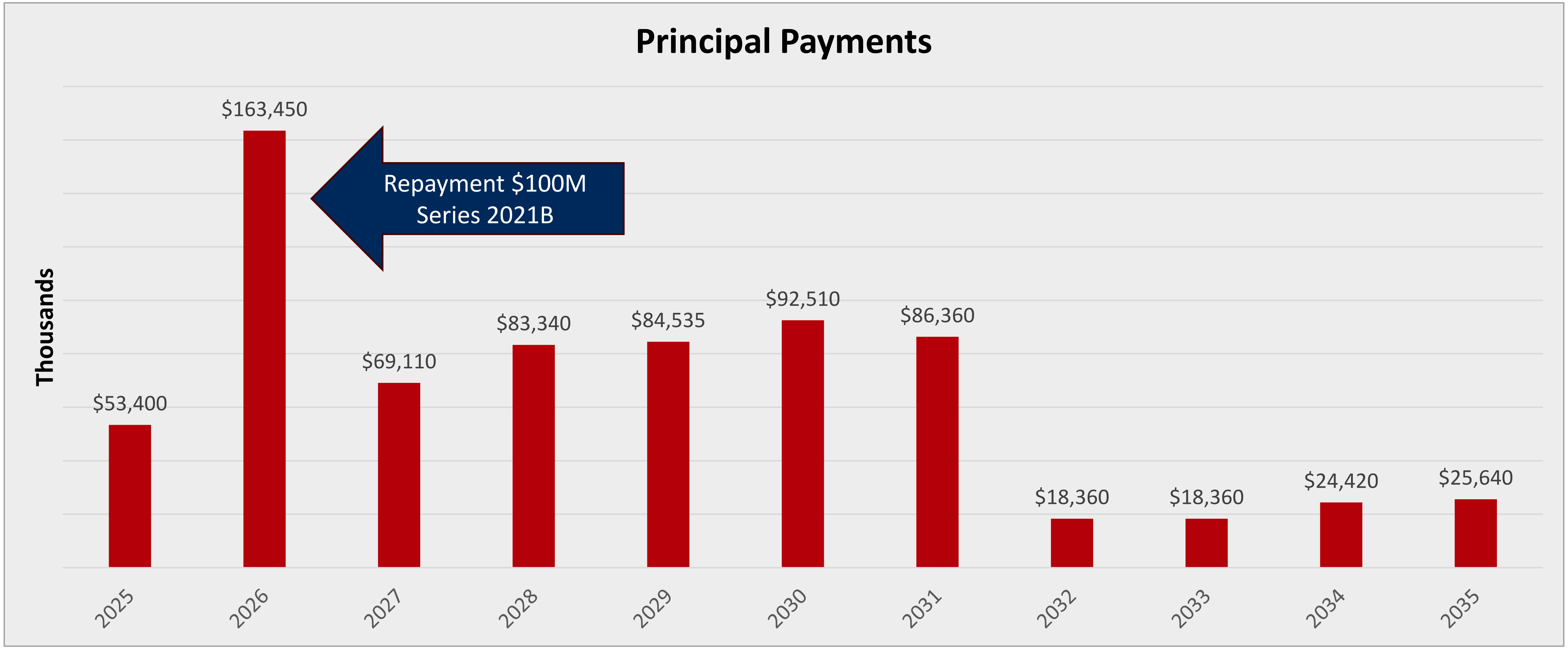
St. Lucie's 2021B Transaction Amortizes Balloon Payment

2021B Closed in July 2022, Principal Payments 2026 to 2031



ARP Principal Structure by Maturity

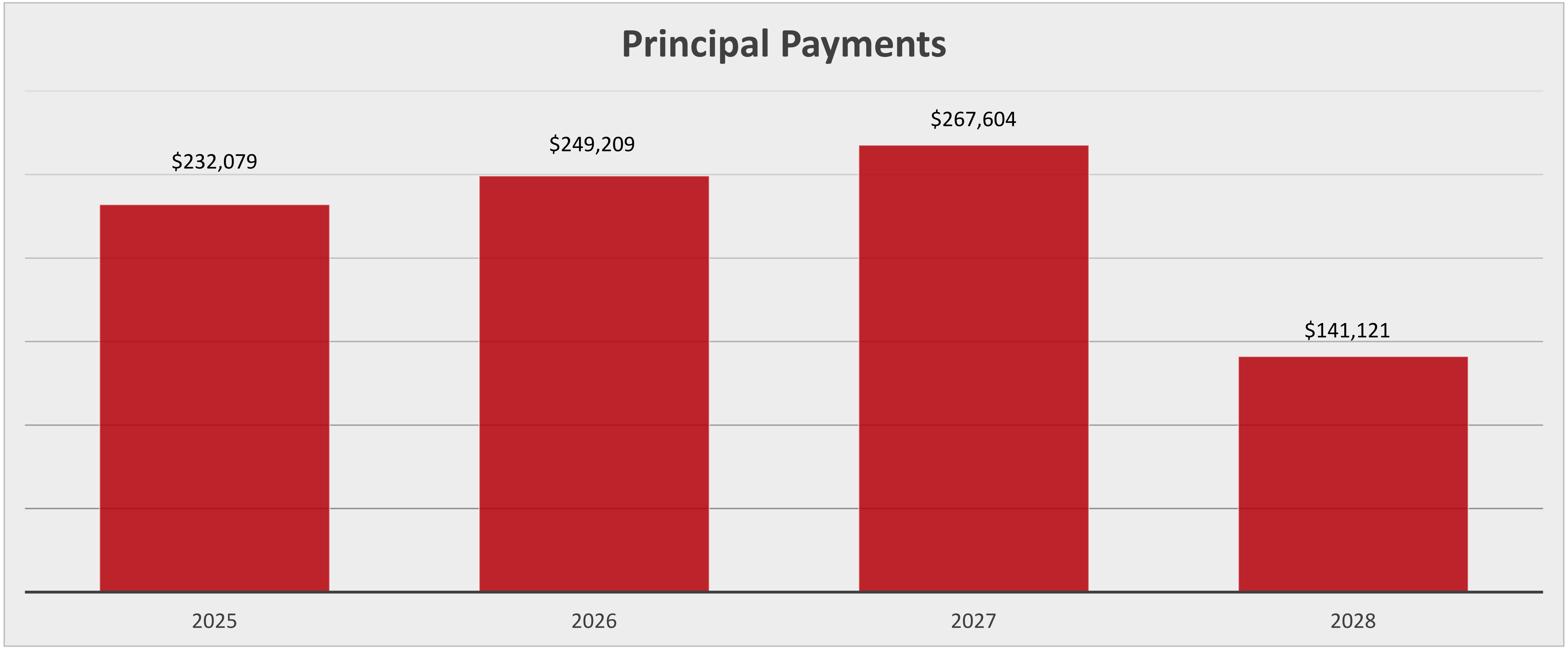
$50 million new money repayment in 2034 and 2035 maturities



FMPA MUNICIPAL POWER

Agency Pooled Loan

5 years term with 4-year amortization



QUESTIONS

ARP Bonds
Purpose of Bonds Summary

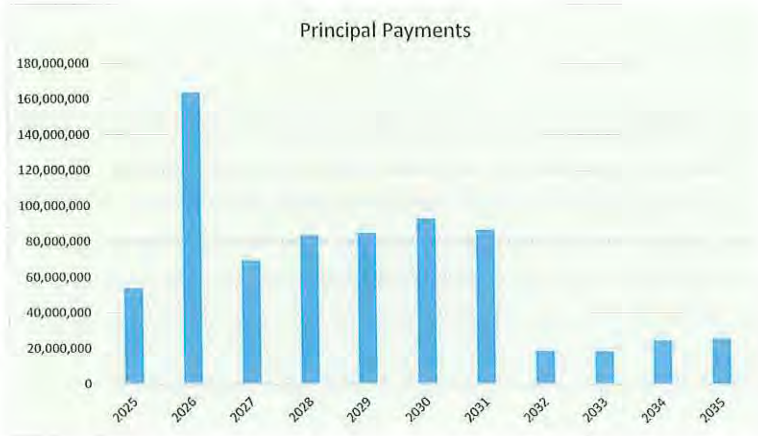
	Total Amount Issued (millions)	Purpose	Amount Outstanding as of 9/30/2025
ARP 2016A	$424,120,000	Refunded portion of 2008A and 2009A bonds	$149,940,000
ARP 2017A	$69,625,000	Refund 2011A-1, 2011B and interest rate swaps associated with the bonds	$69,625,000
ARP 2017B	$52,925,000	Refund 2011A-2 and interest rate swap associated with the bond	$20,865,000
ARP 2018A	$57,790,000	Refund all outstanding 2008A Bonds maturing on and after October 1, 2020	$57,790,000
ARP 2019A	$75,220,000	Refund 2008C and interest rate swaps associated with the bonds	$75,220,000
ARP 2021A	$36,720,000	To fund a portion of the ARP Project capital program for the next 3 years	$36,720,000
ARP 2021B	$100,495,000	To provide liquidity to FMPA to replace the liquidity provided from existing lines of credit	$100,495,000
ARP 2025A	$208,830,000	To finance a portion of the cost of acquisition and construction of the system, refund 2015B bonds and pay the purchase price on a portion of the 2016A bonds tender offer	$208,830,000
Total	**$1,025,725,000**		**$719,485,000**

Non-ARP Bonds
Purpose of Bonds Summary

Series	Total Amount Issued (millions)	Purpose	Amount Outstanding as of 9/30/2025
St Lucie 2013A	$24,305,000	Finance capital improvements	$2,970,000
St Lucie 2021A	$14,775,000	Refund 2011B bonds	$10,920,000
St Lucie 2021B	$33,920,000	Refund 2012A bonds	$33,920,000
Total	**$73,000,000**		**$47,810,000**
Stanton II 2017A	$21,888,000	Refund 2000 auction rate securities and interest rate swaps	$19,179,000
Stanton II 2017B	$50,019,000	Refund 2004 auction rate securities and interest rate swaps	$15,318,000
Stanton II 2020-1	$3,921,350	Pooled Loan refunded 2009A bonds	$1,393,186
Stanton II 2022A	$25,510,000	Refund 2012A bonds	$13,755,000
Total	**$101,338,350**		**$49,645,186**
Agency 2023-1	$1,000,000	Software subscription	$890,013
	$1,000,000		**$890,013**

ARP - CALCULATION BASED ON AVERAGE FY26 BILLING DEMAND

	Average Monthly Billing Demand (MW) FY 2026	% of Total	Bonds, Notes and Loans Outstanding as of 9/30/2025[1]
Bushnell	12.607	1.0%	6,876
Clewiston	21.373	1.6%	11,658
Fort Meade	9.768	0.7%	5,328
Fort Pierce	114.833	8.7%	62,636
Green Cove Springs	24.616	1.9%	13,427
Havana	4.922	0.4%	2,685
Jacksonville Beach	159.390	12.1%	86,939
KUA	387.206	29.4%	211,202
Key West	138.477	10.5%	75,532
Lake Worth	0.000	0.0%	0
Leesburg	115.419	8.8%	62,955
Newberry	11.002	0.8%	6,001
Ocala	305.005	23.1%	166,365
Starke	14.448	1.1%	7,881
Total	1,319.066	100.0%	719,485

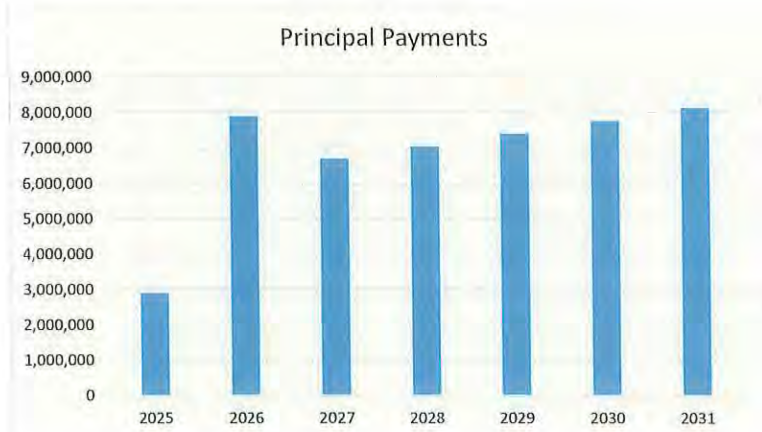


Payment October 1	Principal Payment
2025	53,400,000
2026	163,450,000
2027	69,110,000
2028	83,340,000
2029	84,535,000
2030	92,510,000
2031	86,360,000
2032	18,360,000
2033	18,360,000
2034	24,420,000
2035	25,640,000
	719,485,000

Footnote: ARP Participants' percent of share of ARP debt payments are not fixed and will vary according to the process set forth in the then-current Rate Schedule B-1. Under the current rate mechanisim approved by the Executive Committee, annual debt service payments are recovered as part of the ARP demand charge and are allocated to Participants based on the average of their respective monthly peak demands (less Excluded Resource capacity, if any) during the hour of the ARP system peak for the months of June through September over the previous three fiscal years. This allocation methodology is designed to stabilize the ARP demand charge during the year and limit the impact of isolated weather events, varying levels of load growth, and other factors. Amounts shown are for illustrative purposes only and are based on each Participants' average monthly ARP billing demand during Fiscal Year 2025. It is important to note that this calculation is not the same as the calculation of outstanding ARP debt that each Participant would be required to pay in the event it exercised its right to withdraw from the ARP pursuant to Section 29 of the ARP Contract.

ST. LUCIE - Entitlement share by participant

	Entitlement Share %	Bonds, Notes and Loans Outstanding as of 9/30/2025[1] ($000)	FY2025 Debt Service Related Budget[2,3,4] ($000)
ALACHUA	0.431%	206	22
CLEWISTON	2.202%	1,053	115
FORT MEADE	0.336%	161	18
FORT PIERCE	15.206%	7,270	793
GREEN COVE SPRINGS	1.757%	840	92
HOMESTEAD	8.269%	3,953	431
JAX BEACH	7.329%	3,504	382
KISSIMMEE	9.405%	4,497	490
LEESBURG	2.326%	1,112	121
LAKE WORTH	24.870%	11,890	1,296
MOORE HAVEN	0.384%	184	20
NEWBERRY	0.184%	88	10
NEW SMYRNA BEACH	9.884%	4,726	515
STARKE	2.215%	1,059	115
ARP	15.202%	7,268	792
	100.000%	47,810	5,213



Payment October 1	Principal Pymt
2025	2,890,000
2026	7,890,000
2027	6,695,000
2028	7,035,000
2029	7,395,000
2030	7,760,000
2031	8,145,000
	47,810,000

[1] Makes no assumption about any new debt needs.

[2] Annual debt-service-related budget amounts may vary by year.

[3] Use of monies on hand may reduce total debt service budget amounts collected from rates. As of 9/30/2025, $46,783,716 (par amt) of investments in the General Reserve, and Contingency related accounts.

[4] Final debt service payment is October 1, 2031. Plant licensed by NRC to operate until 2043.

Indicates the partial assignment taken from the City of Vero Beach

STANTON II - Entitlement share by participant

	Entitlement Share %	Bonds, Notes and Loans Outstanding as of 9/30/2025[1] ($000)	FY2025 Debt Service Related Budget[2,3,4] ($000)
ARP	16.489%	8,142	2,084
FORT PIERCE	16.489%	8,142	2,084
HOMESTEAD[A]	8.244%	4,071	1,042
KUA [A]	32.977%	16,283	4,169
ST. CLOUD	14.671%	7,244	1,855
KEY WEST	9.893%	4,885	1,251
STARKE	1.237%	611	156
	100.000%	49,376	12,641

[A] Reflects impact of 100% and 50% Entitlement Share assignments respectively from Lake Worth and Homestead to KUA.

[1] Makes no assumption about any new debt needs.

[2] Annual debt-service-related budget amounts may vary by year.

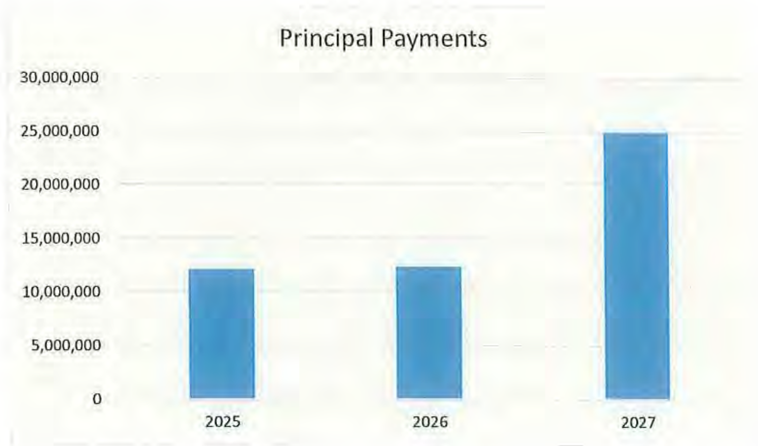
[3] Use of monies on hand may reduce total debt service budget amounts collected from rates. As of 9/30/2025, $32,642,741 (par amt) of investments in the General Reserve, and Contingency related accounts.

[4] Final debt service payment is October 1, 2027.

[5] Funds on hand in 2027 will be used to reduce payment amount to typical amount level. See note [3] above.

Indicates amounts paid by ARP due to Participant being in the ARP

Indicates the partial assignment taken from the City of Vero Beach



Payment October 1	Principal Pymt
2025	12,132,920
2026	12,348,697
2027	24,894,000
	49,375,617 [5]

AGENDA ITEM 9 – INFORMATION ITEMS

c. Stanton Unit I Retirement Update

Executive Committee
February 12, 2026

9c – Stanton Unit 1 Retirement Update

Executive Committee

February 12, 2026

Interim Agreements in Place

No Capacity or Energy to FMPA after 1/1/2026

- The Interim Operating Agreements approved by the Board and Executive Committee in December are in place
- Pursuant to those agreements, as of 1/1/2026:
  - No more capacity and energy from Stanton Unit No. 1
  - No more operating costs associated with that capacity and energy
- Interim Agreements are a bridge to Stanton and Tri-City Project amendments to Participation Agreements with OUC

Goal No. 1 – Lower Costs

Addressing Issues Needed to Achieve Retirement in Logical Fashion

- FMPA's ownership interests in Stanton Unit No. 1 are spread across multiple projects (ARP/KUA, Stanton, and Tri-City)
- Each has its own Participation Agreement
- Each Participation Agreement contemplates retirement, but leaves most details to be addressed by OUC and FMPA
- OUC has determined to place Unit No. 1 in extended cold shutdown (not contemplated by the Participation Agreements), and FMPA wants to have its interests treated as retired for that extended cold shutdown (also not contemplated by the Participation Agreements)

Goal No. 1 – Lower Costs

Addressing Issues Needed to Achieve Retirement in Logical Fashion

- Interim Agreements are meant to provide operational adjustments for FMPA's Unit No. 1 interests in the period from 1/1/2026 until Participation Agreement amendments are signed
- Interim Agreements have a term through the end of May, which can be extended by the parties
- GOAL – sign amendments to Participation Agreements during term of the Interim Agreements

Amendments to Participation Agreements – Terms

Achieve Retirement Treatment with Controlled Cost Exposure

- Amendments to Participation Agreements provide:
  - OUC may place Unit 1 into Extended Cold Shutdown at its discretion:
    - OUC is responsible for all Extended Cold Shutdown related costs
    - FMPA waives its rights to receive value, if any, from Extended Cold Shutdown
  - Unit 1 is treated as permanently retired, decommissioned, and finally disposed, for FMPA's Ownership Shares, as of 1/1/2026
  - After 1/1/2026, (assuming Interim Agreements do not lapse) FMPA has NO:
    - O&M cost responsibility
    - Cost responsibility for Unit 1 going into, or coming out of, Extended Cold Shutdown

Amendments to Participation Agreements – Terms

Achieve Retirement Treatment with Controlled Cost Exposure

- After 1/1/206, (assuming Interim Agreements do not lapse) FMPA has NO:
  - Cost responsibility if Unit 1 is ordered to run (e.g., DOE order)
  - Fuel cost responsibility
  - Labor cost responsibility
  - Capital cost responsibility
  - Insurance cost responsibility
  - Regulatory cost responsibility

Amendments to Participation Agreements – Terms

Achieve Retirement Treatment with Controlled Cost Exposure

- After 1/1/2026, (assuming Interim Agreements do not lapse) FMPA costs are limited to:
  - Allocation of station service costs for Unit 2
  - Allocation of regulatory costs for Unit 2
  - Allocation of common facilities costs for Unit 2
  - Fuel for Unit 2 (FMPA to receive compensation for transferred fuel inventory to OUC for Unit 1)

Amendments to Participation Agreements – Terms

Achieve Retirement Treatment with Controlled Cost Exposure

- Accounting treatment of costs and dispute resolution principles are addressed in the amendments.
- Once amendments are signed, there must a closing to:
  - Reconvey FMPA's and KUA's ownership interests and easements for Unit 1 to OUC
  - Provide for payments to FMPA (fuel and inventory)
  - Address other details

Amendments to Participation Agreements – Terms

Achieve Retirement Treatment with Controlled Cost Exposure

- After closing, FMPA's Unit 1 cost liability is limited to:
  - Landfill requirements,
  - Environmental compliance costs, and
  - Safety and security related costs,
- But, for each of the three categories, only those costs after 1/1/2026 which FMPA would have otherwise incurred had Unit 1 been permanently retired, decommissioned, and disposed of as of that 1/1/2026 date.

Amendments to Participation Agreements – Terms

Achieve Retirement Treatment with Controlled Cost Exposure

- OUC to indemnify FMPA for liabilities and claims after closing, and waive rights to bring claims for costs against FMPA, unless expressly set forth in amendments to Participation Agreements
- But, still two remaining open issues for discussion with OUC:
  - Amounts that FMPA will keep on hand to address long-term liabilities for Unit 1 after closing
  - Cap on OUC's indemnity obligations

KUA TARP Contracts

Stanton Unit 1 Subject to TARP Contracts – Needs Amendment Too

- Stanton Unit 1 is a unit under the KUA TARP Contracts (Revised, Amended, and Restated Capacity and Energy Sales Contract)
- So, retirement treatment of Stanton Unit 1 requires adjustment of TARP Contracts to:
  - Remove Stanton Unit 1 as a contracted unit
  - Address long-term liability for Stanton Unit 1 costs (landfill, environmental, and safety and security costs):
    - FMPA carries this liability and cost responsibility during the term of the TARP Contracts
    - KUA has the liability for costs arising out of events or otherwise related to a time before the TARP Contracts and after, if TARP Contracts ever terminated

FMPA MUNICIPAL POWER

Process Going Forward

Steps Needed to Achieve the Goals

- Finalize negotiation of amendments with OUC
- OUC governing body and FMPA governing body approve amendments (goal is March)
- KUA governing body to approve KUA Participation Agreement amendment and approve TARP Contracts amendments (anticipated in March(or April, depending on progress of Participation Agreement))
- Prepare, execute, and deliver closing documents (goal is within 30 days of amendments being signed)

Information Only

Approvals to be Requested at March Meeting

- Current draft of the form of amendment to Participation Agreements is included with agenda package materials

FMPA
MUNICIPAL POWER

/FloridaMunicipalPowerAgency

@FMPANews

/company/fmpa

AMENDMENT NO. 5
TO THE
PARTICIPATION AGREEMENT BETWEEN
ORLANDO UTILITIES COMMISSION,
AND
FLORIDA MUNICIPAL POWER AGENCY (STANTON PROJECT)
FOR THE JOINT OWNERSHIP OF
CURTIS H. STANTON ENERGY CENTER UNIT ONE
GENERATION PROJECT

This Amendment No. 5 to the Participation Agreement between Orlando Utilities Commission, and Florida Municipal Power Agency for the Joint Ownership of Curtis H. Stanton Energy Center Unit One Generation Project, dated January 16, 1984 (this "**Amendment**"), is dated as of January 1, 2026, and is made by and between the ORLANDO UTILITIES COMMISSION, a statutory utilities commission organized and existing under the laws of the State of Florida ("**OUC**") and FLORIDA MUNICIPAL POWER AGENCY (STANTON PROJECT), a separate governmental legal entity created and existing pursuant to Florida law ("**FMPA**").

RECITALS

A. OUC and FMPA previously entered into the Participation Agreement between Orlando Utilities Commission, and Florida Municipal Power Agency for the Joint Ownership of Curtis H. Stanton Energy Center Unit One Generation Project, dated January 16, 1984, as previously amended (the "**Participation Agreement**") in order to jointly develop, own and operate a nominal 415 MW coal fired power plant at the OUC Curtis H. Stanton Energy Center in Orlando, Florida ("**Unit 1**" or "**Project**").

B. FMPA's 14.8193% joint ownership interests in the Project and its related rights and obligations set forth in the Participation Agreement are related to FMPA's Stanton Project, one of FMPA's six power supply projects. FMPA also has separate joint ownership interests in Unit 1 through its All-Requirements Power Supply Project (a 6.5060% joint ownership interest) and its Tri-City Project (a 5.3012% joint ownership interest), which are each subject to separate participation agreements that are substantially similar to the Participation Agreement (collectively, the "**FMPA Project Interests**"). Additionally, OUC and Kissimmee Utility Authority ("**KUA**," as successor in interest to the City of Kissimmee, Florida) are parties to the Participation Agreement between Orlando Utilities Commission and the City of Kissimmee for the Joint Ownership of Curtis H. Stanton Energy Center Unit One Generation Project dated March 6, 1985, as amended, for KUA's 4.819% joint ownership interests in the Project (together with the FMPA Project Interests, the "**Joint Owner Interests**").

C. Pursuant to OUC's letter to FMPA, dated September 29, 2021, OUC officially gave notice to FMPA of its intent to retire Unit 1, while deferring on the determination of a specific retirement date. In response, on or about September 1, 2023, FMPA provided notice that it wished to terminate its participation as a co-owner in Unit 1 in the event that OUC did not proceed with such retirement by the end of 2025. Subsequently, OUC has communicated to FMPA its intent not to retire, decommission, and dismantle Unit 1 in the manner contemplated in the Participation Agreement, but instead, to place it in Extended Cold Shutdown (as defined herein).

D. The Participation Agreement does not address either the voluntary termination by FMPA of its ownership interest nor the approach by OUC of placing Unit 1 in Extended Cold Shutdown, and both are addressed in this Amendment No. 5. As such, OUC and FMPA desire to agree on the terms needed to address operational considerations for Unit 1 during Extended Cold Shutdown as well as defining the obligations of both OUC and FMPA after any such transition of Unit 1 to Extended Cold Shutdown.

E. OUC and FMPA have herein agreed on terms and conditions which will address the Extended Cold Shutdown scenario and wish to amend the Participation Agreement as set forth in this Amendment No. 5, to memorialize such agreed terms of Extended Cold Shutdown of Unit 1 and effect a termination of FMPA's joint ownership interest in the Project.

F. Prior to entering into this Amendment, the Parties have agreed to an Interim Operating Agreement Under Participation Agreement between Orlando Utilities Commission, and Florida Municipal Power Agency (Stanton Project) for the Joint Ownership of Curtis H. Stanton Energy Center Unit One Generation Project, entered into as of December 11, 2025 (the "**Interim Agreement**"), which provided for certain agreements of the Parties regarding operation of the Project from January 1, 2026 until the effectiveness of this Amendment or until the Interim Agreement expires (whichever first occurs), and which is desired by the Parties to provide for the continuous and consistent contractual relationship of the Parties during that period, without contractual gaps. It is the intent of the Parties that this Amendment supersede and replace the Interim Agreement from the date of the Retirement Closing (as defined in Paragraph 23.04, as set forth in this Amendment), and afterwards.

NOW, THEREFORE, in consideration of the mutual promises, covenants and agreements set forth herein, and other good and valuable consideration, the receipt, sufficiency and adequacy of which are hereby acknowledges, OUC and FMPA intend to be legally bound hereby, and agree as follows:

1. **Recitals; Defined Terms**

The recitals set forth above are true and correct as of the date of this Amendment and are incorporated into this Amendment as a material part hereof by this reference. Capitalized terms used in this Amendment, unless another definition is expressly provided herein, has the meaning ascribed to them in the Participation Agreement.

2. **Amendment to Section 1 (Definitions)**

Section 1 (Definitions) of the Participation Agreement is hereby amended by adding the following paragraphs:

1.44 Sections 23 and 24 Defined Terms. In addition to the preceding terms in this Section, the following terms, when used in Sections 23 and 24 hereof, and the Exhibits referenced therein shall have the following meanings, unless the context otherwise indicates:

[NOTE: cleaned-up definitions provision, but changes not redlined (just clerical).]

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(a) ARP shall have the meaning set forth in Paragraph 23.03(a).

(b) Baseline Landfill Conditions shall have the meaning set forth in Paragraph 24.10(a).

(c) City shall have the meaning set forth in Paragraph 24.03(a).

*(d) Extended Cold Shutdown means the status of the Project whereby OUC at its own expense renders the plant inoperable, characterized by a nitrogen cap on the boiler to preserve the boiler tubes (or other similar preservative measures which must be reversed or eliminated for the Project to be placed into commercial operation). References in Section 23 to "**active operations**" of the Project refer to all times where the Project is not in Extended Cold Shutdown, unless permanently retired, decommissioned, and disposed of by OUC.*

(e) FMPA Project Interests means FMPA's 14.8193% joint ownership interests in the Project and its related rights and obligations as set forth and provided for in this Agreement related to FMPA's Stanton Project (one of FMPA's six power supply projects), together with FMPA's separate joint ownership interests in the Project through its All-Requirements Power Supply Project (a 6.5060% joint ownership interest) and FMPA's Tri-City Project (a 5.3012% joint ownership interest), which are each subject to separate participation agreements that are substantially similar to this Agreement.

(f) FMPA Termination Date means January 1, 2026.

(g) Interim Operating Agreement means that certain Interim Operating Agreement between OUC and FMPA dated December 11, 2025.

(h) LTL Funds shall have the meaning set forth in Paragraph 24.08.

(i) O&M shall have the meaning set forth in Paragraph 23.03.

(j) Ongoing Landfill Conditions shall have the meaning set forth in Paragraph 24.10(b).

(k) Regulatory Costs shall have the meaning set forth in Paragraph 23.08.

(l) Retained Retirement Obligations shall have the meaning set forth in Paragraph 24.09(c).

(m) Retirement Disputes shall have the meaning set forth in Paragraph 23.14.

(n) Return Fuel shall have the meaning set forth in Paragraph 23.11(a)(1)(B).

(o) SECU2 shall have the meaning set forth in Paragraph 23.07.

(p) SECU2 Owners shall have the meaning set forth in Paragraph 23.03(a).

(q) Shutdown Committee shall have the meaning set forth in Paragraph 23.13.

(r) Termination Closing means the closing of the sale and reconveyance to OUC of FMPA's Ownership Share of the Project which will take place as soon as practicable, as mutually agreed between OUC and FMPA.

(s) Station Service means the electric energy consumed by the Project and that is used within the Project to power the lights, motors, control systems, auxiliary, and other electrical loads that are necessary for operation of the Project, including all periods of Extended Cold Shutdown and active operations.

(t) Verified Funds shall have the meaning set forth in Paragraph 24.08.

3. **Addition of New Section 23 (Extended Cold Shutdown)**

The following new Section 23 (Extended Cold Shutdown) is hereby inserted into the Participation Agreement following the existing Section 22:

SECTION 23. EXTENDED COLD SHUTDOWN

23.01 OUC Discretion. OUC may in its sole discretion, elect to place the Project into Extended Cold Shutdown. Any such election shall be made in writing to FMPA. Upon any such election, the following shall apply relative to the rights of each Party to the Agreement:

(a) OUC will be responsible for all costs to prepare for, place the Project in such Extended Cold Shutdown state, remove or take the Project out of Extended Cold Shutdown, and prepare for active operations of the Project after being put into or taken out of Extended Cold Shutdown, regardless of how many times the Project is put into, or taken out of, Extended Cold Shutdown (including

taking the Project out of Extended Cold Shutdown for the retirement, decommissioning, and final disposition of the Project) by OUC.

(b) FMPA will waive any rights to receive a proportionate share of any future benefit OUC may derive from Extended Cold Shutdown, if any, including value of future generation output from the Project, nor will FMPA be required to take or pay for Project Output after FMPA Termination Date.

(c) Regardless of the actual date the Project begins initial Extended Cold Shutdown, FMPA and OUC, for purposes of FMPA's obligations under this Agreement, except as set forth in Section 24 and this Section 23, will treat the Project as permanently retired, decommissioned, and finally disposed of, as of FMPA Termination Date.

(d) FMPA will have no responsibility under this Agreement for any recurring costs and expenses, including Project Costs, that may be incurred by OUC during Extended Cold Shutdown, except for the Retained Retirement Obligations.

(e) FMPA will have no responsibility under this Agreement for costs to prepare for, begin, perpetuate (i.e., continue), end, or discontinue the status of the Project in Extended Cold Shutdown, except for the Retained Retirement Obligations.

(f) The parties recognize that OUC may in its discretion choose to partially or fully modify the operational configuration or operating parameters of the Project at any time as of and after FMPA Termination Date. To the extent OUC exercises such option, the Parties agree that the cost allocation methodologies set forth in this Section 23 may require modification and, therefore, either OUC or FMPA may give notice to the other party of its desire to negotiate a re-evaluation of the cost sharing approach under this Section 23. Upon such notice as set forth in the previous sentence, the other Party shall use good faith, reasonable efforts to engage in such negotiations. If a new operational configuration or parameters of the Project by OUC are shown by either OUC or FMPA to impact the calculations and assumptions underlying the cost allocation under this Section 23, then the Parties shall use good faith, reasonable efforts to negotiate and reach agreement on a re-allocation of costs, with the intent of the Parties that each be placed in the same risk and cost allocation position, or as nearly as is reasonably achievable, that the Parties had prior to the Project's re-configuration by OUC.

(g) All changes in law, policy, regulations, or interpretations after the Termination Closing Date, including judicial rulings and executive action by the federal or state government, and any of the agencies or instrumentalities~~organs~~ of the same, that have an impact of any kind on the Project generally, ~~or~~and specifically as to OUC's preparation for and placement of the Project into Extended

Cold Shutdown, are the sole liability and responsibility of OUC unless applicable to FMPA's Retained Retirement Obligations, and shall have no impact whatsoever on the obligations and rights of the Parties pursuant to Sections 23 and 24 hereof.

23.02 Ongoing Fuel, Landfill, and Operation and Maintenance Costs. ~~With OUC electing Extended Cold Shutdown for the Project, a~~As of and after FMPA Termination Date, FMPA will not incur any ongoing Project related costs for operation and maintenance or fuel expenses, including Fuel Costs and Variable Operating Costs, which would not be an obligation of FMPA if the Project were permanently retired, decommissioned, and finally disposed of as of FMPA Termination Date, including those costs specifically related to maintaining equipment, maintaining and operating the landfill or providing or obtaining services to retain the option to return the Project to operational service.

*23.03 Operating and Maintenance Costs for SEC Unit One-related Common Facilities. To the extent that FMPA is liable or otherwise responsible for ongoing operation and maintenance ("**O&M**") costs for Common Facilities, the Parties agree to allocate those costs as follows:*

*(a) During periods of Extended Cold Shutdown for the Project, all O&M costs for the Common Facilities will be the responsibility of "**SECU2 Owners**" (currently OUC, FMPA's Stanton II Project, and All-Requirements Power Supply Project (the "**ARP**")).*

(b) During periods when the Project is in active operations, all O&M costs for Common Facilities will be split equally with 50% of such costs allocated to the Joint Owner Interests and 50% allocated among SECU2 Owners.

For the avoidance of doubt, the Common Facilities referred to in this Paragraph 23.03 shall be deemed to only include such Common Facilities as attributed or allocated to the Project immediately prior to FMPA Termination Date, and for which, as of and after such FMPA Termination Date, FMPA would have continued to incur a portion of such O&M costs if and to the extent that the Project were permanently retired, decommissioned, and finally disposed of as of FMPA Termination Date.

23.04 Labor, Contracting, and Consulting. ~~With OUC electing Extended Cold Shutdown for the Project, a~~As of and after FMPA Termination Date, FMPA will not incur any labor, contractor, or consulting services expenses specifically related to sustaining or otherwise providing for the Project's operability and which would not be an obligation of FMPA if the Project were permanently retired, decommissioned, and finally disposed of as of FMPA Termination Date.

23.05 Ongoing Capital. ~~With OUC electing Extended Cold Shutdown for the Project, a~~As of and after FMPA Termination Date, any required capital or cash *investment in equipment, new parts, spare parts, and parts inventory required solely to sustain the Project's operability will be the sole obligation and responsibility of OUC. As used in this Paragraph 23.05, "**solely**" includes the situation where equipment, or parts/spares inventory is acquired by OUC primarily for the continued operation of the Project but could incidentally be used to support Project operability or operations, and operations of other facilities at Stanton Energy Center where FMPA is not a co-owner. In the previous sentence, "incidentally" refers to no more than 10% of use or value to support Project operability or operations, or operations of other facilities at Stanton Energy Center where FMPA is not a co-owner.*

23.06 Insurance. ~~With OUC electing Extended Cold Shutdown for the Project, a~~As of and after FMPA Termination Date, FMPA shall not be responsible under this Agreement for both (i) insurance costs that would be unique from, or incremental to, costs for insurance that would have been incurred related to the permanent retirement, decommissioning, and disposition of the Project as of the FMPA Termination Date, and (ii) all insurance costs related to continued capability to operate the Project as of and after FMPA Termination Date.

*23.07 Station Service. FMPA shall not be responsible under this Agreement for any Station Service costs, as a part of the Variable Operating Costs or Fixed Operating Costs, for Station Service that is required solely for maintaining the Project in Extended Cold Shutdown or active operation as of and after FMPA Termination Date, including Station Service used to operate pumps, motors, any equipment to preserve equipment associated for the Project's use or operation by OUC. To effect this Paragraph 23.07, a MWh/day determination of ongoing Station Service for the Project has been derived and agreed upon by the Parties. This Station Service determination, provided herein, is set forth for the sole purpose of providing for the daily consumption of MWH that the Project would be required to supply for all infrastructure on the Project, but which is required to support Stanton Energy Center Unit 2 ("**SECU2**") operations. This includes water treatment, coal delivery, coal reclamation, and other associated equipment needed for operation of SECU2 systems. Any Station Service for the Project that is over and above the amount set forth in this Paragraph 23.07 is hereby deemed to be the sole responsibility of OUC as of and after FMPA Termination Date .*

Station Service for the Project, which is required to support SECU2 operations is 205 MWH/day.

*23.08 Permits, Licenses, and Legal Costs. ~~With OUC electing Extended Cold Shutdown for the Project, a~~As of and after FMPA Termination Date, FMPA shall not be responsible under this Agreement for any cost, nor bear any responsibility, related to permits, licenses or legal costs (collectively, "**Regulatory Costs**") which would not be an obligation of FMPA if the Project were permanently retired, decommissioned, and finally disposed of as of FMPA Termination Date. Likewise, FMPA shall not be* *responsible under this Agreement for any Regulatory Costs, that are solely associated with the continued operability of the Project or the Project's Extended Cold Shutdown, or both, as of and after FMPA Termination Date.*

If, as of or after FMPA Termination Date, the situation arises where Regulatory Costs are required for both the Project in Extended Cold Shutdown, or active operations, and operations of SECU2 facilities at Stanton Energy Center, there will be an allocation of 50% of such Regulatory Costs to OUC and 50% to SECU2 Owners.

23.09 Damage and Replacement of Project-Related Common Facilities. As of and after FMPA Termination Date, FMPA shall not be responsible under this Agreement for any O&M, replacement or other costs or expenses associated with, arising out of, or related to damage or ordinary wear and tear to Project-related Common Facilities or SECU2-related Common Facilities which would not have been incurred but for the Project being placed in Extended Cold Shutdown by OUC or active operations of the Project by OUC as of and after such FMPA Termination Date.

23.10 Common Facilities Capital Improvement Costs. As of and after the FMPA Termination Date, the Project and SECU2 share certain assets that have been designated contractually as Common Facilities. FMPA and OUC have agreed that all Common Facilities, or the portion thereof, currently attributed or otherwise allocated to the Project, and that are required and useful to support future SECU2 operations, will be transferred at no additional cost from the Joint Owner Interests to OUC as of the FMPA Termination Date, as a part of the Termination Closing. FMPA's only subsequent obligation to provide for a share of the cost or expense of such transferred Common Facilities, if any, is to pay only those costs which FMPA would have otherwise been obligated to pay if the Project had been permanently retired, decommissioned, and finally disposed of as of FMPA Termination Date, or as otherwise provided in Paragraph 23.03.

The parties recognize that there may be a need for future investment in Common Facilities shared by the Project and SECU2 after FMPA Termination Date. To the extent that FMPA is liable or otherwise responsible for costs for future capital investment in Common Facilities as of and after FMPA Termination Date, as set forth otherwise in this Paragraph 23.10, the Parties hereby agree to economically allocate such costs as follows:

(a) Any project capital costs for a Common Facility that is less than two hundred fifty thousand dollars ($250,000) at the time of project completion or commissioning (as applicable) will be the responsibility of SECU2 Owners.

(b) Any project capital costs for a Common Facility that is two hundred fifty thousand dollars ($250,000) or greater at the time of project completion or commissioning (as applicable) will be assigned a mutually agreed useful life (based on

industry best practices) and the total costs will have a linear annual cost allocation based on that useful life. For example: a $500,000 project with a 5-year useful life, for purposes of cost responsibility only, will have costs allocated at $100k per year.

Once the annual cost allocation has been derived, costs will be assigned annually to OUC for the Project and SECU2 Owners in arrears based on proration of the relative annual operating capacity factors of each unit. For example: If there was shown to be an annual capacity factor of 30% for the Project and an annual capacity factor 50% for SECU2, the cost responsibility split for the applicable Common Facility project cost would equal 37% for the Project (37% of total MWhs generated) and 63% for SECU2 (63% of total MWhs generated).

23.11 Allocation of Fuel and Parts Inventory. Prior to the FMPA Termination Date, the Project and SECU2 shared a common parts and Fuel (coal) inventory, the cost of which is allocated to the Project and SECU2 owners based on the ownership/utilization by each unit. However, the Parties have herein agreed to the following allocation of such resources as of an after FMPA Termination Date:

(a) Coal Inventory. The parties agree that the existing shared coal inventory shall be allocated as of FMPA Termination Date based on the following methodology:

(1) On or before October 1, 2025, OUC will work with FMPA to develop a forecasted coal burn for the Project for the months of October 2025 through May 2026. The forecast will be based on best estimate of economic dispatch within Pool dispatch parameters, regardless of FMPA scheduling volumes.

(2) Beginning in October 2025, OUC will take the following steps to allocate responsibility for coal costs as follows:

(A) Prior to calendar year-end 2025, OUC will rebalance existing coal volumes and allocate to the Project the above-mentioned forecasted volume, rather than the usual 50-50 split between the Project and SECU2 prior to FMPA Termination Date.

*(B) OUC will assign a mutually agreed tonnage of coal inventory specifically to OUC for future use by the Project when OUC transitions it to active operations from Extended Cold Shutdown (“**Return Fuel**”). Each time such Return Fuel is utilized by OUC, it will be replenished by OUC as soon as practical.*

(C) Any coal deliveries and CSX charges that take place from October 2025 forward will all be billed and allocated to SECU2 unless and to the extent delivery is specifically designated by OUC for the Project, including replenishment by OUC of Return Fuel, in which case the cost will be allocated accordingly. As FMPA's agent for SECU2, OUC shall ensure that accurate records are made and kept and orders for coal are properly designated pursuant hereto for the Project and SECU2.

To the extent that OUC is obligated by this Paragraph 23.11 to act prior to January 1, 2026, OUC hereby covenants and warrants to FMPA that to its knowledge, all such items have been completed, but to the extent that they have not, OUC will use or will have used good faith efforts to meet all such obligations.

(3) On the Termination Closing date, SECU2 Owners will take ownership of all remaining coal inventory of the Project, minus the Return Fuel. The inventory of coal that is transferred and sold pursuant to the previous sentence will be priced at the 10/1/2025 weighted average cost. The Joint Owner Interests will be compensated for their pro-rata share of this inventory via participant billing credit or other mutually agreeable approach between the Parties.

(4) If the Project needs additional coal for the specific period of time prior to Extended Cold Shutdown, for operation after as of and after FMPA Termination Date, OUC will buy such needed amount from SECU2 Owners, as mutually agreed, and priced at the weighted average cost at that time of purchase.

(5) OUC hereby agrees and covenants to the SECU2 Owners that if the Project is returned to active operations, and each time this occurs, after FMPA Termination Date, the following steps will be followed by OUC to ensure sufficient coal inventory for active operations of the Project and unrestricted operations of SECU2:

(A) If the Project consumes more coal than the inventory that has been purchase by OUC as provided for in Paragraph 23.11(a)(4), OUC shall be entitled to utilize SECU2 inventory; provided, however, that OUC will compensate SECU2 Owners at weighted average cost of coal at time of purchase/transfer; and

(B) OUC shall not to use SECU2 Owners' coal inventory in such a manner as to require coal conservation

operation of SECU2. OUC will promptly replenish all SECU2 coal inventory so utilized to levels present prior to use by the Project, regardless of market pricing or other costs, within 120 days of the date first utilized for the Project.

(6) OUC hereby acknowledges and agrees that if the Ownership Share of FMPA's ARP and Stanton II Project for SECU2 is dispatched, but not all of the related Output is delivered and take by FMPA due to its scheduling of output pursuant to section 12 of the applicable participation agreement, OUC must compensate FMPA's ARP and Stanton II Project for the coal utilized based on weighted average price of coal.

(b) Parts Inventory. If there is any remaining FMPA ownership interest in parts and other inventory allocated to the Project as of FMPA Termination Date, these assets will be transferred by FMPA to OUC at no cost at Termination Closing. OUC will pay all ongoing holding charges for such inventory as of and after Termination Closing. If, as of an after Termination Closing, a part is removed from the Project's inventory for use in SECU2, SECU2 Owners will be charged for the relevant part at cost.

23.12 Limited Audit Rights for SEC Unit One. FMPA retains all audit rights otherwise provided for in this Agreement for the Project after FMPA Termination Date, including while unit is in Extended Cold Shutdown, active operations, or transitioning from one state to the other, to the extent necessary to verify all costs billed to FMPA after the FMPA Termination Date.

*23.13 Shutdown Committee. Pursuant to Paragraph 10.10 hereof, the Project Committee is tasked with reviewing and identifying the details of the ultimate disposition of the Project, which the Parties hereby agree has, in part, been accomplished in this Section 23 and Section 24. Additionally, the Parties hereby agree to provide for the work of the Project Committee, howsoever named as further provided in this Paragraph 23.13, as follows: (i) prior to FMPA Termination Date, FMPA and OUC will elect two members each to participate in a standing "**Shutdown Committee**," which for purposes of actions and decisions made pursuant to this Section 23 and Section 24, shall be and constitute the Project Committee provided for in Section 10. Any conflict between Section 10 and this Paragraph 23.13 shall be resolved in favor of the terms of this Paragraph 23.13 and Section 23 and 24, while giving effect to the last sentence of this Paragraph 23.13. (ii) The Shutdown Committee will hold and participate in regular meetings, not less than every calendar quarter, after the Termination Closing, to jointly develop the process for assigning and transferring retained ownership of the Common Equipment and Facilities between the Project and SECU2; determining all retirement costs for the Project, and determining the allocation of cost responsibilities to all Joint Owner Interests (to the extent not set out herein); and all other matters assigned to the Shutdown Committee by Sections 23 and 23 hereof for* *the retirement of the Project. Nothing in this Paragraph 23.13 abrogates or diminishes rights that FMPA has as to the Project Committee as otherwise set forth in this Agreement.*

*23.14 Dispute Resolution. The Parties hereby acknowledge there may be any number of costs and expenses related to the Project as of and after FMPA Termination Datethat "could" or "may" relate to the continued operation of the Project in the future, or its status of being in Extended Cold Shutdown or active operations, while, arguably, also appropriately incurred by OUC for the Project as if OUC had permanently retired, decommissioned, and ultimately disposed of the Project as of FMPA Termination Date (collectively, or individually, "**Retirement Disputes**"). For purposes of example only: fencing repair, replacement, and other passive security costs as of and after FMPA Termination Date. OUC and FMPA desire to hereby agree to an approach to address any disagreement they may face in the future over how to allocate such costs.*

Utilizing the dispute resolution process provided for in Section 17, including the role of the Shutdown Committee, the following principle will be adhered to by the Parties, and the Parties hereby desire to bind any third-party decision maker on Retirement Disputes to also so adhere:

(a) for Retirement Disputes over any costs, the incremental costs over and above those which FMPA would be required to pay had OUC permanently retired, decommissioned, and disposed of the Project as of FMPA Termination Date; and

(b) where such incremental costs are attributable to the continued availability of the Project to OUC as of and after FMPA Termination Date, or the Project's status in Extended Cold Shutdown, active operations, or transitioning from or to Extended Cold Shutdown;

then such incremental costs will be presumptively costs for which FMPA is no longer responsible or liable, unless OUC can overcome such presumption with evidence of a definitive need to have incurred such costs related to its permanent retirement, decommissioning, and disposition of the Project as of FMPA Termination Date; provided, however, that costs that result in a de minimis benefit (for purposes of this Paragraph 23.14, 5% or less of such total costs) to the ongoing operation of the Project after FMPA Termination Date will not meet such presumption.

23.15 Accounting Treatment. The Parties recognize that the accounting for cost allocation among the Joint Owner Interests and OUC as of and after FMPA Termination Date will need to properly account for all costs that are or are to be allocated under Sections 23 and 24 hereof. Such accounting approach and OUC bookkeeping will be based on industry practices that will both properly allocate costs for periods when the

Project is in Extended Cold Shutdown and when in active operations as of and after FMPA Termination Date.

4. **Addition of New Section 24 (Termination Closing)**

The following new Section 24 (Termination Closing) is hereby inserted into the Participation Agreement following the new Section 23 (Extended Cold Shutdown):

SECTION 24 TERMINATION CLOSING

24.01 FMPA Termination. As the FMPA Termination Date, FMPA's undivided Ownership Share of the Project is reduced to 0% so that FMPA shall no longer be responsible nor liable for paying Project Costs incurred on or after such date, except as set forth in Section 23, and FMPA shall no longer take and receive the Project Output. As of and after the FMPA Termination Date, OUC shall no longer have an obligation to provide any of the Output of the Project to FMPA, and FMPA shall no longer have the responsibility or liability for its Ownership Share of the Output of the Project; provided, however, that FMPA shall remain liable to OUC for those costs and expenses of the Project as expressly set forth in Section 23 and Section 24, hereof, and, provided, further, that OUC's designation and authorization to act as FMPA's agent pursuant to Paragraph 4.07 is limited to only those actions of OUC required of it to comply with Section 23 and Section 24, and it otherwise terminated and no longer of any legal effect or consequence as of the FMPA Termination Date. It is the intent of the Parties that the Termination Closing shall occur and be effective as of the FMPA Termination Date.

23.02 Interim Arrangements. The Parties hereby agree that the Termination Closing will occur after the FMPA Termination Date, but it will, nevertheless, be effective as of January 1, 2026, the operational and other details of which may be memorialized in a separate agreement between the Parties.

24.03 Reconveyance of Property and Easement Interests. The parties shall proceed to Termination Closing before the termination of the Interim Operating Agreement if possible~~.~~. The following shall take place on the Termination Closing date:

*(a) At and as of the Termination Closing, FMPA will sell and reconvey to OUC, and OUC will purchase and reacquire from FMPA, the 14.8193% undivided Ownership Share in the Project originally conveyed to FMPA in 1984. As used in this Paragraph 24.03, "OUC" refers both to OUC and to the City of Orlando, Florida (the "**City**"), and to the extent that the original conveyance to FMPA of its Project interests came from OUC or the City, or both, the reconveyance by FMPA will be to the interests of OUC or the City, or both, as directed by OUC. This sale and reconveyance from FMPA to OUC includes all improvements acquired, constructed, installed or stored in connection with the Project, and all property acquired, constructed, installed or stored in connection with the construction and operation of the Project.*

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(b) The sale and reconveyance of FMPA's interests in the SEC Unit One Site and other real property related to the Project and the conveyances of tangible personal property at the Termination Closing will be by General Warranty Deed and Bill of Sale in substantially the form attached hereto as Exhibit AA. The assignment of contract rights and permits will be in substantially the form attached hereto as Exhibit BB. [NOTE: NEED TO DETERMINE IF THERE ARE ANY CONTRACT INTERESTS TO ASSIGN.] FMPA shall also furnish to OUC evidence satisfactory to OUC that FMPA has done nothing to permit or tolerate any lien, charge, or other encumbrance to all real property to be sold and reconveyed to OUC, except as permitted, tolerated, or otherwise known to OUC. The evidence of title to real property shall be furnished in accordance with the further provisions of this Agreement. OUC shall rely on the warranties of title in the General Warranty Deed and Bill of Sale as evidence of title to all personal property.

(c) Simultaneously with the Termination Closing, FMPA shall reconvey or convey and transfer to OUC all easements over the Stanton Energy Center Site for ingress and egress to the Project and ingress and egress to the Common Facilities and the External Facilities for the purposes of the Project only. [*NOTE: ADD FORMS FOR TRANSFER OF EASEMENTS – Exhibit DD?*]

24.04 Inventory Determination and Purchase Price for Reconveyance. At the Termination Closing, and notwithstanding Paragraph 20.03, OUC shall pay to FMPA for the property purchased and re-acquired by OUC pursuant to Paragraph 24.02, the sum of $1,000 plus $100 for the price of all separate easements also reconveyed or conveyed and transferred to OUC pursuant thereto.

24.05 "AS IS" and "WHERE IS" Condition for Termination Closing. FMPA's undivided ownership interest in the Project is to be transferred or reconveyed at the Termination Closing by FMPA to OUC "AS IS" and "WHERE IS." FMPA makes no representation or warranty whatsoever, expressed, implied or statutory, as to the value, quantity, quality, condition, saleability, obsolescence, merchantability, design, engineering, construction, fitness or suitability for use or working order of all or any part of the Project, wherever situated and in whatever state of development, design, engineering, manufacture or construction, except those representations and warranties included expressly in this Section 24, if any, and in the Warranty Deed and Bill of Sale set forth in Exhibit AA hereto, nor does FMPA represent or warrant that the use or operation of the Project will not violate patent, trademark or servicemark rights of any third parties. OUC is willing to purchase and reacquire FMPA's interest in the Project in accordance with the terms and conditions of this paragraph.

24.06 Deliveries at Termination Closing. Subject to the terms and conditions of this Section 24 and Section 24, the consummation of the sale and reconveyance by FMPA, and the purchase and reacquisition by OUC, of the interests of FMPA in the Project provided for in this Section 24 shall take place remotely by exchange *of documents and signatures via overnight courier or electronic transmission. At or prior to the Termination Closing, FMPA shall deliver, or cause to be delivered, the following items to OUC:*

(a) with respect to all real property interests to be conveyed pursuant hereto, a General Warranty Deed, in substantially the form attached hereto as Exhibit AA, duly executed and notarized by FMPA., for recording in the official records of Orange County, Florida;

(b) the Bill of Sale, in substantially the form attached hereto as Exhibit AA, duly executed by FMPA;

(b) assignments of permits and contract rights in substantially the form attached hereto as Exhibit BB; [CONFIRM NEED FOR THIS.]

(c) [LIST OTHER FMPA CLOSING DELIVERABLES].

At or prior to the Termination Closing, OUC shall deliver, or cause to be delivered, the following items to FMPA:

(aa) the sum provided in Paragraph 24.03;

(bb) the coal payment pursuant to Paragraph 23.11(a)(3);

(cc) the Bill of Sale, in substantially the form attached hereto as Exhibit AA, duly executed by OUC;

(dd) [LIST OTHER OUC CLOSING DELIVERABLES].

For those items listed in this Paragraph 24.05 that are delivered by a Party prior to the Termination Closing, legal counsel for the other Party shall hold such deliverable in escrow, until all deliverables set forth herein are received and acknowledged by legal counsel for both Parties, and the Parties direct their mutual agreement to consummate the Termination Closing.

24.07 <u>Future Conveyances</u>. From time to time after the Termination Closing, OUC and FMPA shall each duly approve, execute, and deliver such other instruments of conveyance and transfer as may be necessary or appropriate, or as either Party may reasonably request, to fully vest in OUC the reconveyance of FMPA's prior undivided Ownership Interest in and to the Project and the other interests required to be sold and conveyed to OUC pursuant to this Section.

24.08 <u>Long-Term Liability Funds</u>. FMPA's Stanton Project that holds the Ownership Share interest in the Project has, over time, collected funds through its rates *charged to FMPA Participating Members that are now held in a combination of (a) dedicated Project reserves, (b) general reserves, (c) renewal and replacement funds, and (d) other similar accounts, which are in excess of the amounts required by FMPA to pay OUC for all Project Costs properly due to OUC from FMPA for the Project prior to January 1, 2026 (collectively, the "**LTL Funds**"). The LTL Funds as of the date of this Amendment No. 5 total approximately [$34] million of Project dedicated funds and [$170] million in the remainder of the funds (and such LTL Funds, in total, are distributed among FMPA's All-Requirements Power Supply Project, Stanton Project, and Tri-City Project). Given the current estimates and timing for ultimate decommissioning efforts and the FMPA Retained Retirement Obligations (as defined below) for the Project, FMPA will be solely responsible to determine that FMPA's projects are holding reasonably sufficient funds to meet all of FMPA's Retained Retirement Obligations as set forth in this Section 24, based upon municipal electric utility or other independent electric industry-standard practices and information available. ~~FMPA hereby covenants that between the Stanton Unit 1, All-Requirements and Tri-Cities Projects, it will have access to sufficient funds to cover FMPA Retained Retirement Obligations.~~FMPA's Stanton Project LTL Funds available are solely dedicated to paying costs of the Project, and regardless of the actual balance of such LTL Funds on hand at any time, and from time to time, FMPA is obligated to meet its obligations under this Agreement, including without limitation FMPA's obligations with regard to Retained Retirement Obligations, from those LTL Funds and revenues received from invoices to FMPA Participating Members, who have an obligation to pay all Stanton Project invoices from FMPA, including certain step-up obligations and a rate covenant in support thereof, for all costs related to the Project. FMPA's Board of Directors will periodically assess sufficiency of available LTL Funds for anticipated future expenses and keep OUC informed of LTL Funds status, including as set forth in the last sentence of this Paragraph 24.08.*

*At any time after Termination Closing, OUC may request a review of the LTL Funds held by FMPA to meet the FMPA Retained Retirement Obligations in subsections (a) – (d) above. The Parties hereby agree and acknowledge that such LTL Funds are for payment of FMPA's Retained Retirement Obligations only and do not constitute rents, rate, or other charges charged to, and collected from, the FMPA Participating Members for electric power and energy from the Project. Upon any such request by OUC to review the LTL Funds, the Parties may mutually agree that the LTL funds are reasonably sufficient for a permanent retirement decommissioning and coverage of the FMPA Retained Retirement Obligations ("**Verified Funds**"); provided, however, that the Parties hereby agree and acknowledge that the amount of the Verified Funds may be less than all LTL Funds held by FMPA. If such a determination is made and the amount of the Verified Funds are agreed to by the Parties, FMPA will transfer the amount of such Verified Funds to OUC, as mutually agreed, and FMPA will not, thereafter, be obligated or liable to OUC for any FMPA Retained Retirement Obligations, regardless of OUC's actual costs for the Project (including third party claims related to the FMPA Retained Retirement Obligations); the actual costs of* *permanent retirement and decommissioning of the Project; and OUC's ultimate operating, decommissioning, or retirement decisions and all related costs for the Project.*

Even if a review of the LTL Funds is not requested by OUC from time to time, and in addition to any such request from OUC, FMPA will provide a report to OUC on the LTL Funds not less than once every three years, with the first such report due to OUC by no later than October 31, 2029, indicating the balance of the LTL Funds as of the end of the immediately preceding fiscal year of FMPA.

24.09 <u>FMPA Retained Retirement Obligations and Liabilities</u>. The Parties hereby agree that as of the Termination Closing FMPA's obligations hereunder to contribute to, or reimburse OUC for, the cost of retirement, decommissioning, and final disposition of the Project is deemed by both Parties to be equal to FMPA's rights hereunder to be credited or paid for its due share of the net salvage value of the Project. Therefore, FMPA hereby waives and discharges all claims against OUC in the future for any net salvage value credits or payment for the Project, and hereby releases to the account and benefit of OUC any and all net salvage value credits or payment that FMPA would have otherwise been entitled to pursuant to Paragraph 20.02. In return, and except as set forth below, OUC hereby waives and discharges all claims against FMPA in the future for all retirement, all decommissioning, and all final disposition costs of the Project and releases FMPA from all retirement, all decommissioning, and all final disposition costs related to the Project that would have otherwise been the obligation of FMPA pursuant to Paragraph 20.02.

Nothwithstanding the foregoing in this Paragraph 24.09, FMPA retains its retirement, decommissioning, and final disposition cost obligations related to the Project only for the following FMPA Retained Retirement Costs, which shall constitute Capital Additions Costs, payable in accordance with Paragraph 6.04:

(a) Costs associated with ongoing landfill requirements, but only as such landfill requirements relate to the Project prior to the Termination Closing, which otherwise would have been incurred by FMPA if the Project had been permanently retired, decommissioned, and disposed of as of the FMPA Termination Date.

(b) Environmental compliance costs associated with the Project after the FMPA Termination Date, which otherwise would have been incurred by FMPA if the Project had been permanently retired, decommissioned, and disposed of as of the Termination Closing Date; and

(c) Safety and security related costs for the SEC Unit One Site after the FMPA Termination Date, which otherwise would have been incurred by FMPA if the Project had been permanently retired, decommissioned, and disposed of as of

*the FMPA Termination Date (collectively, Paragraph 24.09(a), (b), and (c), being the "**Retained Retirement Obligations**").*

24.10 Determination of Allocated Pre- and Post-Termination Closing Liabilities. The Shutdown Committee shall perform the following activities in order to facilitate and determine the allocation of liabilities between the parties pre- and post- Termination Closing, for costs described in Paragraph 24.09(a).

~~*24.09.1 Allocation of Environmental Costs and Liabilities*~~

~~*The Parties have agreed that if the Project is placed in Extended Cold Shutdown or otherwise retired under the Participation Agreement,the retained environmental liabilities and duties of FMPA as part of the Retained Retirement Obligations may in the future have to be allocated between those based on the condition of the site prior to the FMPA Termination Date and thereafter, taking into account the continued operations of Unit 1 and the remainder of the site projects (Unit 2 and Unit A).*~~

~~*a. Allocation of Project Owners' Costs and Liability*~~

~~*(i) Allocation of Environmental Liability*~~

~~*1. Allocation Methodology. The Shutdown Committee will agree on a cost allocation methodology between existing and future environmental impacts to the Unit 1 site as a result of the Project's status of cold storage or future startups during cold storage ("New Environmental Conditions") based on the principles set forth in subsection (b)(i)2 below.*~~

~~*2. Allocation Timeline. OUC and FMPA agree that allocation of environmental liabilities associated with ownership of Unit 1 shall be determined based on whether any such liability existed in the Environmental Baseline or arose after the FMPA Termination Date.*~~

~~*2.1 FMPA and OUC will share, based on their Proportionate Share of Unit 1, all costs associated with the Environmental Baseline. The parties may agree on a payment methodology whereby FMPA is billed on an ongoing basis for such costs or the parties may agree on a one-time, lump sum payment on the FMPA Termination Date.*~~

~~2.2 OUC will bear any costs and liability to the extent attributable to any New Environmental Conditions.~~

~~*(ii) Allocation of Permit Violations*~~

~~*1. Allocation Methodology. The Shutdown Committee will agree on a cost allocation methodology for Existing Permit Violations and any future permit violations as a result of the Project's status of cold storage or future startups during cold storage ("New Permit Violations") based on the principles set forth in subsection (b)(ii)2 below.*~~

~~*2. Allocation Timeline. OUC and FMPA agree that allocation of permit violation costs associated with ownership of Unit 1 shall be determined based on whether any such violation arose prior to or after the FMPA Termination Date.*~~

~~*2.1 FMPA and OUC will share, based on their Proportionate Share of the Project, all costs of Existing Permit Violations. The parties may agree on a payment methodology whereby FMPA is billed on an ongoing basis for such costs or the parties may agree on a one-time, lump sum payment on the FMPA Termination Date.*~~

~~*2.2 OUC will bear any costs and liability attributable to any New Permit Violations.*~~

~~*(iii) Allocation of Landfill Liability*~~

*(a) The Shutdown Committee shall initiate a general assessment of the condition, percentage of capacity, and operational costs of the Project landfills as of the FMPA Termination Date and shall cause a report on the same to be prepared and approved by the Shutdown Committee, which shall be deemed to be Schedule 1 hereto, and a material part of this Agreement~~attach hereto as Schedule [ ]~~ ("**Baseline Landfill Conditions**").*

*(b) The Shutdown Committee will agree on a cost allocation methodology for the Baseline Landfill Conditions as well as future costs associated with the Project landfills as a result of the Project's status of being in Extended Ccold ~~storage~~Shutdown or active operations~~future startups during cold storage~~ ("**Ongoing Landfill Conditions**") based on the principles set forth in ~~subsection (b)(iii)2~~ (c) below.*

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(c) OUC and FMPA agree that allocation of Project landfill costs and liabilities ~~associated~~ shall be determined based on whether any such costs and liabilities were a part of the Baseline Landfill Conditions or whether they arose after the FMPA Termination Date.

(1) FMPA and OUC will share, based on their ~~Proportionate Share~~ Ownership Shares of the Project~~of Unit 1~~, all Baseline Landfill Conditions. ~~-~~The parties may agree on a payment methodology whereby FMPA is billed on an ongoing basis for such costs.

(2) OUC will bear any costs and liability to the extent attributable or related to all~~ny~~ Ongoing Landfill Conditions.

5. **Amendment to Section 20, Retirement or Abandonment of Project**

A new Section 20.4 shall be added which reads as follows:

20.4 Post-FMPA Termination Date Indemnity and Waiver

OUC does hereby covenant and agree to indemnify, defend, and hold harmless~~waive all claims against and hold~~ FMPA, its officers, directors, agents and employees, harmless from and against any and all claims, suits, judgment, damages, losses and expenses (including reasonable attorneys' fees and costs) or demands, including demands arising from injuries or death of third parties, to the extent attributed to or arising out of any negligent acts, errors, omissions or ~~willful~~ misconduct of OUC and OUC's employees relating to ~~(a)~~ operation of the Project after the FMPA Termination Date, including all ~~, (b) New Environmental Conditions; (c) New Permit Violations and (d)~~ Ongoing Landfill Conditions.

OUC hereby waives all claims and rights to assert a claim against FMPA for any costs of the Project on and after the FMPA Termination Date, unless expressly provided for in Sections 23 and 24.

6. **Renumbering of Section 23 (Execution of Agreement)**

Current Section 23 (Execution of Agreement) of the Participation Agreement is hereby amended by renumbering it to be Section 25.

7. **Remaining Terms Unchanged**

Except as modified in this Amendment, all other terms and conditions of the Participation Agreement remain unchanged.

8. **Counterparts**

This Amendment may be executed in any number of counterparts, and signature pages exchanged by facsimile, and each counterpart shall be regarded for all purposes as an original, and such counterparts shall constitute, but one and the same instrument, it being understood that both Parties need not sign the same counterpart. The signature page of any counterpart, and facsimiles and photocopies thereof, may be appended to any other counterpart and when so appended shall constitute an original. In the event that any signature is delivered by facsimile transmission or by facsimile signature, such signature shall create a valid and binding obligation of the party executing (or on whose behalf such signature is executed) the Amendment with the same force and effect as if such facsimile signature page were an original thereof.

[*Signature Page Follows*]

The Parties are signing this Amendment as of the date stated in the introductory clause.

ORLANDO UTILITIES COMMISSION

Approved as to form and legality
OUC Legal Department

By: _________
Date: __________________

By: __________________________
Clint Bullock
General Manager and CEO

FLORIDA MUNICIPAL POWER AGENCY

By: __________________________
Jacob A. Williams
General Manager and CEO

AGENDA ITEM 9 – INFORMATION ITEMS

d. International Swaps and Derivatives Association (ISDA) Agreements Update

Executive Committee
February 12, 2026

9d – International Swaps and Derivatives Association (ISDA) Agreements Update

Executive Committee

February 12, 2026

What is an ISDA?

Allows ARP To Use Credit vs Cash for NG Margin Postings

- An ISDA is a standard group of contracts between a bank and a counterparty (ARP) to govern over-the-counter derivatives trades
  - OTC trades are private, negotiated financial contracts between two parties, done off an exchange
- It consists of:
  - Master Agreement – core legal terms
  - Schedule – negotiated business terms specific to the bank relationship
  - Credit Support Annex (CSA) – collateral and credit mechanics
- For this program, the ISDAs are structured to apply only to commodity derivatives in support of the natural gas mitigation strategy

Why ISDAs Matter: Controls, and Price Protection

ISDAs ensure OTC approved controls while supporting competitive pricing

Risk Controls and Governance

- Ensure OTC execution aligns with the Committee-approved 36-month Price Stability Program
- Establish unwind and termination mechanics if conditions change
- Set standards and documentation discipline

Pricing Discipline

- Three counterparties support competitive OTC pricing
- Diversifies execution risk if one dealer is slow or constrained
- Allows volume allocation based on pricing quality and responsiveness

Agency Credit Protection and Operational Clarity

The CSA defines when collateral is required and controlled during volatility

What the CSA Sets

- When collateral is required
  - Thresholds and transfer amounts
- What collateral is allowed
  - Cash, Treasuries, per negotiation
- How exposure is valued and when statements are exchanged

What This Means to You

- Clarifies the operational playbook:
  - Who calls
  - Who posts
  - How quickly
- **Avoids surprises during volatile periods**

Team Diversity Helps Cover All Angles

Staff leads execution readiness; advisors and counsel lead negotiations and market practice

- **Roles**
  - **FMPA staff**
    - program requirements, approvals, execution readiness, and ongoing governance.
  - **PFM Swap Advisors LLC**
    - dealer communications and process coordination.
  - **PFM Financial Advisors LLC**
    - market-practice input on key provisions.
  - **Nixon Peabody LLP**
    - drafting and negotiating Schedule and CSA terms.

Updates From Each Counterparty

Goal: execute ISDAs with three banks; negotiations are active across the group

Status snapshot (from email history)

Bank	Negotiation status	What that means
JPMorgan	**Advanced**	Active negotiation; consolidated list of remaining Schedule/CSA items; only a few items in internal review
Wells Fargo	**Advanced**	Comments expected
Fifth Third	**Advanced**	Accepted 1st draft, FMPA had one additional request; waiting final review
Bank of America Merrill Lynch	**Engaged**	Feedback needed; negotiation tracking continues
Goldman Sachs	**Questions Asked**	Program questions addressed; documentation under review
RBC Capital Markets	**Onboarding**	KYC and regulatory documentation requested; decision pending on whether to proceed before ISDA comments confirm a workable path

Next Steps
Will Be Seeking Approval At March's EC Meeting

- **Next EC Meeting**
  - Looking for 2-3 agreed upon ISDAs with different counterparties
- **What changes after approval?**
  - Multi-bank quotes become routine
  - OTC hedges can be executed
- **What stays the same?**
  - Existing hedging policy and approval authority.
  - Execution discipline tied to price targets set and revised by the Executive Committee.

AGENDA ITEM 9 – INFORMATION ITEMS

e. Increased Duke Estimate for Newberry 2nd Delivery Point

Executive Committee
February 12, 2026

9e – Increased Duke Estimate for Newberry 2nd Delivery Point

Executive Committee

February 12, 2026

EC Approved $1.6M; Expected To Be Exceeded

Staff Working with Duke to Understand Drivers and Tax Treatment

- Newberry load growth pushing limits of their single Duke connection
- ARP responsible for Duke system upgrades up to delivery point (DP)
- $1.6M approval in Nov based on initial Duke estimates with cushion
- Authority was needed before executing agreement with Duke
- Duke refreshed estimates prior to finalizing agreement in mid-Jan
  - Will provide final deposit required +10% upon final project design
- Currently expecting increase to fall within Jacob's authority ($200k)
  - Will seek further approvals if total exceeds $1.8M

AGENDA ITEM 10 – MEMBER COMMENTS

Executive Committee
February 12, 2026

AGENDA ITEM 11 – ADJOURNMENT

Executive Committee
February 12, 2026