

AMENDED AND RESTATED GLOBAL AGREEMENT

This **AMENDED AND RESTATED GLOBAL AGREEMENT** ("First Amendment") dated as of this 10th day of November, 2021, ("Effective Date") is by and between Greater Orlando Aviation Authority ("GOAA"), having its principal offices at the Orlando International Airport, One Jeff Fuqua Boulevard, Orlando, Florida 32827 and the Orlando Utilities Commission ("OUC"), whose offices are located at 100 West Anderson Street, Orlando, Florida 32801 (together GOAA and OUC referred to as a "Party" or together as the "Parties").

WITNESSETH:

WHEREAS, pursuant to Chapter 163.01, Fla. Stat., GOAA and OUC entered into an Interlocal Agreement on or about September 22, 2017 ("Interlocal Agreement"), pursuant to which GOAA and OUC agreed to work together for their mutual benefit to allow OUC to provide GOAA with the opportunity to utilize OUC's expertise in providing chilled water, energy and sustainable services, distributed generation, conservation, renewables and electric lighting systems;

WHEREAS, pursuant to the Interlocal Agreement, GOAA and OUC approved a Letter of Intent ("LOI") on or about October 17, 2018, whereby both entities agreed to pursue a comprehensive set of service agreements between them whereby GOAA and OUC will co-locate certain facilities and personnel on GOAA's property located at the Orlando International Airport ("MCO") so as to allow OUC to provide various services as more specifically described in this Global Agreement;

WHEREAS, the Parties have negotiated and agreed to the terms and conditions under which OUC and GOAA will proceed to negotiate a series of agreements as described in the LOI

based on the terms, conditions, principles and understandings set forth in that certain Global Agreement on or about August 16, 2019 (the “Global Agreement”);

WHEREAS, GOAA operates and controls the Orlando International Airport pursuant to that certain Amended and Restated Operation and Use Agreement, dated August 31, 2015 by and between the City of Orlando and GOAA;

WHEREAS, OUC has expertise in installing, operating and maintaining central energy plants, back-up generation facilities and 12 kV wire and transformers;

WHEREAS, GOAA is charged with operating the world class airport known as the Orlando International Airport and has determined that by entering these series of capital leases and service agreements with OUC it can better focus on providing and ensuring no interruption of the Orlando Experience to the flying public

WHEREAS, the Parties desire to amend the Global Agreement to remove the EV Charger portion of the Global Agreement; and

NOW, THEREFORE, in consideration of the premises and the mutual promises and agreements of the Parties herein expressed, the Parties, intending to be legally bound, hereby agree to the following:

1.0 RECITALS

The foregoing recitals are true and correct and are incorporated herein by this reference.

2.0 DEFINITIONS

The following capitalized terms when used in this Global Agreement and any Project Agreements or Ancillary Agreements, unless expressly stated otherwise in the applicable Project Agreement or Ancillary Agreement, shall have the meanings set therein. If any term herein is specific to a

particular Project Agreement or Ancillary Agreement and if that Project Agreement or Ancillary Agreement is terminated, all other definitions and this Global Agreement shall remain in force.

- 2.1. "12 kV System" means the 12 kV emergency back-up distribution facilities, including the conduit systems, transformer equipment pads and all necessary electrical equipment (cable, transformers, splices, terminations, and meters) between the load-side cable connections at the 12 kV switchgear in the Emergency Power Generation Building and the low-voltage cable connections at each emergency transformer as more specifically described in Exhibit C.
- 2.2. "Acceptance Tests" has the meaning as set forth in Article 5.
- 2.3. "Ancillary Agreements" has the meaning as set forth in Article 7.4.
- 2.4. "Back-Up Facilities" means the Back-Up Generation Facility and the 12 kV System together.
- 2.5. "Back-Up Generation Facility Services Agreement" means the Back-Up Generation Facility Services Agreement (including all exhibits and schedules attached hereto), as it may be amended in writing and supplemented from time to time in accordance.
- 2.6. "Back-Up Generation Facility" means all equipment required for electrical generation inclusive of engine, electrical generator, and generator power connections including generator breakers, and auxiliaries to be located in the Emergency Power Generation Building.
- 2.7. "Book Value" means the original cost less any systematic depreciation recognized over the asset life.
- 2.8. "BTU" means British thermal unit.

- 2.9. “Capital Assets” means all assets purchased by OUC including, but not limited to, the Projects, any equipment purchased throughout the Term, inclusive of additions provided annually through the Capital Review process outlined in Section 7.6, to properly operate of the Project.
- 2.10. “Capital Reserve” means a fund managed, retained and utilized by OUC for any and all ordinary and foreseeable capital improvements of the Projects during the term of the Agreements and maintained in a “Capital Reserve Account”.
- 2.11. “Capital Reserve Account” means the account in which the Capital Reserve is held by OUC.
- 2.12. “Central Energy Plant (CEP)” has the meaning as set forth in Exhibit B attached hereto and incorporated by this reference along with any replacements thereof or any additions specifically approved by GOAA.
- 2.13. “CEP Building” means the structure that will house the CEP.
- 2.14. “Change Order” has the meaning as set forth in Section 4.7 herein.
- 2.15. “Commercial Operation” means the period of time commencing with the Commercial Operations Date and continuing thereafter until the termination of the Global Agreement or the applicable supporting agreement during which time OUC is responsible for providing Work for the Facilities pursuant to the terms hereof.
- 2.16. “Commercial Operations Date” means the date on which the applicable Project Facility meets the acceptance testing criteria, is fully permitted and cleared for continuous operation as determined by GOAA and “confirmed” by OUC and is synonymous with Turnover Date and or Closing Date.

- 2.17. “Conditions Precedent” means those conditions precedent to the Turnover Date as more specifically set out in Article 9.
- 2.18. “Construction Agreement” means the Agreements between GOAA and its Construction Management at Risk Entities for the engineering, procurement, construction and start-up of the Back-Up Generation Facility and the CEP, as amended from time to time in accordance with its terms which is incorporated herein by reference.
- 2.19. “Construction Management at Risk (“CM@Rs”)” means the contractor(s) responsible for building the STC and related facilities.
- 2.20. “Consumables” means all items consumed or needing regular periodic replacement during the operation and maintenance of the Back-Up Generation Facility and the CEP, including, but not limited to, small tools, lubricants, rags, oils, filter media, greases, ammonia, additives, anti-corrosion devices, CO₂, water, water treatment chemicals and other expendable materials, but not Spare Parts or fuel.
- 2.21. “Consumption” means the Ton Hours used by the premises during the billing period.
- 2.22. “Contract Capacity” means the maximum quantity of Service, in Tons, contracted to be delivered during any consecutive sixty-minute period for the premises.
- 2.23. “Contractor” means one or both of the CM@Rs, including its representatives, successors and permitted assigns acting in its capacity as contractor pursuant to the Construction Agreement.
- 2.24. “Day” means a calendar Day, unless otherwise specified. In the event that an obligation falls due on a Saturday, Sunday or legal holiday in the state where the

Work is being performed, the obligation shall be deemed due on the next business Day thereafter.

- 2.25. “EPG Building” means the structure that will house the Back-Up Generation Facilities, to be located on the Back-Up Generation Facilities site as more specifically set out in Exhibit D.
- 2.26. “Escrow Agent” means Marchena and Graham, P.A.
- 2.27. Intentionally Deleted
- 2.28. “Facility Contracts” means, collectively, those GOAA construction, engineering and equipment supply contracts to be assigned to OUC.
- 2.29. “Global Agreement” means this Agreement entered to by the Parties in which the Parties agreed to terms and conditions under which the Parties will utilize OUC’s expertise in providing chilled water, energy and sustainable services, distributed generation, conservation, renewables and electric lighting services.
- 2.30. “GOAA” means Greater Orlando Aviation Authority.
- 2.31. “Governmental Requirements” means all applicable federal, state, county, municipal and administrative laws and regulations and any rulings, interpretations, orders, codes and standards promulgated thereunder and approvals, certificates, permits or licenses required in accordance therewith.
- 2.32. “System Development Charge” means the required water and electric system development and connection fees charged pursuant to the OUC published service policies and tariffs and that apply to the Project services to be provided to GOAA pursuant to the applicable Project Agreements as detailed in Article 6.

- 2.33. “Interlocal Agreement” means the interlocal agreement pursuant to Chapter 163.01, Fla. Stat. between GOAA and OUC referenced in the first Whereas clause.
- 2.34. “MCO” means the Orlando International Airport.
- 2.35. “Operational Phase” means the period of time commencing upon the Commercial Operation Date and continuing thereafter until the expiration or termination of this Agreement.
- 2.36. “OUC” means Orlando Utilities Commission, its successors and assigns.
- 2.37. “OUC 12 kV Work” has the meaning set forth in Section 4.3.1.
- 2.38. “Party and Parties” means OUC and/or GOAA, as applicable
- 2.39. “Plan of Operations” means written instructions to be developed by GOAA and OUC specifying the operating objectives and interface requirements (between OUC and GOAA, local agencies and other facility Construction Agreement parties) consistent with the Back-Up Generation Facility Services Agreement, Facility Contracts, Prudent Utility Practices, and Governmental Requirements for the applicable period which will be developed by the Parties prior to the Turnover Date.
- 2.40. “Project(s)” means Back-Up Generation and Emergency Distribution Services, Central Energy Plant (“CEP”) Services, and Solar Energy Facilities at GOAA’s newly constructed STC as shown on Exhibit A.
- 2.41. “Project Agreements” has the meaning as set forth in Article 7.1 of this Global Agreement.
- 2.42. “Prudent Utility Practices” means those utility and engineering practices and methods, as such may be changed from time to time by the relevant industry for the particular Project, which will result in the operation and maintenance of the CEP

and the Back-Up Project Facility as efficiently, safely, economically and reliably as is prudent under prevailing industry practices for the circumstances encountered, and in compliance with any applicable Governmental Requirements.

- 2.43. “Purchase Option” means GOAA’s option to purchase the Solar Facilities, Back-Up Project Facility, 12KV System, or CEP.
- 2.44. “Scope Change” means all work falling outside the scope of Work described in the Project and Ancillary Agreements, as authorized by a Change Order.
- 2.45. “Service” means provision by OUC to GOAA of all materials, tools, equipment, labor, supervision, project management, ongoing support and maintenance services, and all other items necessary to operate and maintain the Back-Up Generation and Emergency Distribution Facilities, Central Energy Plant, and Solar Energy Facilities at GOAA’s newly constructed STC and any other service covered under a Project or Ancillary Agreement.
- 2.46. “Solar Facilities” has the meaning as set forth in Section 3.2.
- 2.47. “STC” means the South Terminal Complex, an international terminal at MCO consisting of aircraft gates, and related facilities, but excluding the Intermodal Terminal Facility.
- 2.48. “Spare Parts” means all necessary or appropriate spare parts for the Back-Up Generation Facility and CEP as recommended by OUC.
- 2.49. “Subcontractor” means any party with whom OUC enters into a subcontract for the performance of Work or for the supply of the Projects, including parties at any level with whom any Subcontractor has further subcontracted any part of the Work, and the legal or personal representatives, successors, and assigns of such party.
- 2.50. “Term” means a period of twenty (20) years from the Turnover Date.

- 2.51. “Ton” means a time rate of cooling equal to 12,000 BTU per hour.
- 2.52. “Ton Hour” means the amount of thermal energy in tons (12,000 BTU) absorbed or rejected in one hour.
- 2.53. “Transfer” means the direct or indirect transfer, sale, conveyance of the equitable ownership, title, use or control of the EPG, CEP, 12 kV system, solar facilities, or any portion thereof, whether voluntarily or by operation of law.
- 2.54. “Turnover Date” means the date on which OUC assumes operations or ownership, as the case may be, for each Project, which is an even date with issuance by the City of Orlando of a Temporary Certificate of Occupancy for the STC.
- 2.55. “Work” means all of OUC's responsibilities under this Global Agreement, including, but not limited to, the proper operation and management of the Central Energy Plant, Back-Up Generation Facilities, 12 kV system, and solar facilities, 24 hours per day, 7 days a week in accordance with Prudent Utility Practices, Governmental Requirements, all operating requirements of the Ancillary Agreements, the Plan of Operations and Article 3 herein.

3.0 **OVERALL STRUCTURE OF TRANSACTION**

- 3.1 Projects. GOAA and OUC intend to leverage the existing Interlocal Agreement to expand the current utility partnership beyond the traditional electric and water services currently provided by OUC to the MCO. This expanded service structure will include Back-Up Generation and Emergency Distribution Services, Central Energy Plant (“CEP”) Services, and Solar Facilities at GOAA’s newly constructed STC (“the Projects”). The transaction has both a capital and service component. GOAA will manage the construction and commissioning phases of each Project

with OUC participation and later, during the Operational Phase, OUC will operate and maintain or purchase, own, operate and maintain all Projects (as applicable) in order to provide the enumerated services to GOAA. OUC will charge GOAA interest on the Capital Payment, defined herein, made at closing at an effective rate equal to 6.5%, but in no event more than 300 basis points over the Bond Buyer “Twenty Bond Index” at execution of this Global Agreement. GOAA will purchase the services based on the mutual agreed fee schedules, which are set forth in the Project Agreements. The Projects will consist generally of the following to service the STC at MCO:

3.1.1 Back-Up Generation Facility

GOAA will design, construct, test and obtain all permits with the exception of the air permit, which shall be obtained by OUC, for the Back-Up Generation Facility. After the Turnover Date, OUC will operate, maintain, and monitor the Back-Up Generation Facility from the STC CEP 24 hours a day, 7 days a week and may also provide monitoring from other OUC facilities as well. Monitoring from the STC CEP will be of an alarm monitoring nature, with employees staffing the facility who have basic skills to act on the alarms. These facilities, along with the 12 kV System, will allow OUC to provide backup electric supply to STC if the primary service is interrupted. In the event of a Back-Up Generation Facility failure, OUC will respond within 30 minutes of notification of an outage with acknowledgement by GOAA that response times could vary under certain circumstances.

3.1.2 12 kV Emergency Distribution Facilities

The facilities consisting of conduit systems, transformer equipment pads and all necessary electrical equipment (cable, transformers, splices, terminations, and meters) between the load-side cable connections at the 12 kV switchgear in the EPG Building and the low-voltage cable connections at each emergency transformer as more specifically described in Exhibit C (the “12 kV System”). These facilities, along with the Back-Up Generation Facility, will allow OUC to provide backup electric supply to STC if the primary service is interrupted. OUC shall operate and maintain the 12 kV System throughout the Term of the Global Agreement.

3.1.3 Central Energy Plant Services

The design, construction, operation and maintenance of the CEP consisting of approximately 10,395 tons, will provide chilled water cooling to the STC, and shall include chillers, cooling towers, pumps and ancillary equipment, control systems and billing meters as more specifically described in Exhibit B hereto (the “CEP Description”). OUC will monitor the CEP from the STC CEP 24 hours a day, 7 days a week, and may also provide monitoring from other OUC facilities as well.

3.2 Solar Energy Resources and Energy Usage

OUC will procure, install, operate, maintain, and own the solar energy facility at a mutually agreed location at MCO, with an OUC financial contribution of up to five hundred thousand dollars (\$500,000.00) based on the agreed criteria set

forth in Exhibit F hereto (“Solar Facilities”) with no contribution from GOAA unless a mutually agreed change in design is made. GOAA will provide at no cost to OUC a license for the area of the lake and shoreline required for OUC to install, operate and maintain the Solar Facilities and in return OUC shall assign the LEED credit associated with the project for GOAA’s use. OUC shall be entitled to all of the solar energy generated at no cost.

3.3 Fixed Capital Payment

OUC and GOAA hereby agree that the total cost of the Projects to be purchased by OUC at Closing shall be fifty four million, nine hundred eighty three thousand, one hundred and ninety one dollars (\$54,983,191.00) (the “Capital Payment”) and the service fees to be charged by OUC for the ongoing operation and provision of services from each of the Projects shall be as set forth in Section 8 below. The Parties will, prior to the Turnover Date of each Project, mutually determine the preliminary Project closeout amounts, and to the extent the final costs are less than the Capital Payment, less the initially funded Capital Reserve, the funds will be placed into escrow, held by the Escrow Agent, for final Project settlement and allocated as set out in section 4.7 of this Global Agreement. Any residual remaining balance in the Capital Reserve plus interest earnings at the maturity or termination of the final Project agreement shall be disbursed to GOAA. OUC shall provide annually a statement of the Capital Reserve Account and said account shall be available for audit by GOAA. OUC shall provide at least annually a statement of the Capital Reserve Account and said account shall be available for audit by GOAA. To the extent the final costs are more than the

Capital Payment, less the initially funded Capital Reserve, then such costs shall be allocated as set out in section 4.7 of this Global Agreement.

3.3.1 The Capital Payment is comprised of the following:

3.3.1.1 Back-Up Generation Facility Capital Payment in the amount of twenty six million six hundred thirty five thousand and twenty five dollars (\$26,635,025.00);

3.3.1.2 CEP Capital Payment in the amount of twenty two million eight hundred forty eight thousand one hundred and sixty six dollars (\$22,848,166.00);

3.3.1.3 12 kV System Capital Payment of five million and five hundred thousand dollars (\$5,500,000.00)

3.3.1.4 The Capital Payment for the Back-Up Generation Facility and the CEP each include a portion of the Capital Reserve amount, the sum of which equals two million, six hundred and forty-seven thousand dollars (\$2,647,000.00) which will be maintained by OUC in a restricted account. The Parties agree that modifications to the CEP which include new BTU meter locations and piping modifications to accommodate the new BTU meter location benefit both parties as it allows for more efficient operation of the plant. OUC shall undertake the construction of the modifications to the CEP in coordination with GOAA and its Contractor and upon completion shall be entitled to reimbursement of the cost of the construction out of the Capital Reserve at Closing in amount not to exceed \$125,000.

3.4 Project and Ancillary Agreements

The Parties are negotiating the Project and Ancillary Agreements for each of the Projects pursuant to which OUC will operate each Project facility and provide services and GOAA will pay for the capital costs and services and cooperate as set forth in each such Agreement. On or before the Turnover Date for each of the Projects, OUC and GOAA will enter into the Project or Ancillary Agreements, as applicable, for all Projects.

- 3.5 OUC shall treat GOAA as a high priority customer and outages at MCO properties will be treated on par with OUC's highest priority facilities. OUC will respond within 30 minutes of notification of an outage. In addition, OUC will prioritize availability of equipment from its inventory of materials warehoused at the Pershing Facility, that which is necessary to support the MCO high voltage electrical distribution system.

4.0 **PROJECT DESIGN AND CONSTRUCTION PHASE**

4.1 **Project Due Diligence.**

GOAA has, prior to the execution of the Project Agreements, provided OUC with the contracts and materials associated with the current procurement and installation of each of Project facilities. Prior to execution of this Global Agreement, OUC has consulted with GOAA on the due diligence findings (if any), and the Parties have worked cooperatively to resolve any such issues. OUC represents that it has reviewed those materials on the GOAA data sharing site and found acceptable the agreements and materials posted as of the date of this Global Agreement. Notwithstanding any due diligence by OUC, GOAA acknowledges that GOAA will

rely on its own engineering staff and consultants for approval of the Project facility designs, installation methods, permitting and operational testing.

4.2 Back-Up Generation Facility.

The design, construction, commissioning and operation of the Back-Up Generation Facility up to the Turnover Date shall be the responsibility of GOAA. Notwithstanding the above, based upon coordination with the Florida Department of Environmental Protection, the current permitting scheme will call for OUC to obtain a General Air Permit for the Back-Up Generation Facility at MCO and for GOAA to surrender its Synthetic Minor Permit and operate under the current exemption. The Parties agree to work together in good faith to obtain the necessary environmental permits associated as outlined above for the Back Up Generation Facilities, which include the air construction permit and the air operations permit. The Parties acknowledge that this will require further coordination related to permit conditions. Thereafter, OUC will own, operate and maintain the Back-Up Generation Facility.

4.2.1 Management of Contractor Agreements. Unless and until OUC contractually assumes the duties of GOAA under each such contract, GOAA will be responsible for the continued management of the CM@Rs for procurement, construction, testing and turnover of each of the Projects. OUC shall provide a representative to act as OUC's liaison with GOAA and the Contractor during the construction and testing of each Project. GOAA will interface directly with the Contractor and

provide OUC the opportunity to participate in meetings and reviews on the Back-Up Generation Facility.

4.2.2 Design Review. OUC has worked cooperatively with GOAA to review the designs and provide input to GOAA as to any issues or changes OUC deemed necessary or appropriate for the provision of services to GOAA after the Turnover Date. Notwithstanding any due diligence by OUC, GOAA acknowledges that GOAA will rely on its own engineering staff and consultants for approval of the Project facility designs, installation methods, operational testing plan, and permitting. For air permits and operational testing, OUC shall actively assist and participate with GOAA to the extent requested by GOAA.

4.2.3 EPG Building Operation. GOAA will construct, own, operate, maintain (including the provision of all building support services) and license to OUC at no charge for the full Term of the services agreement with OUC, the EPG Building in which the Back-Up Generation Facility will reside.

4.2.5 Fuel Supply. GOAA shall be solely responsible for the procurement, storage and delivery of fuel and fuel additives to the EPG Building as necessary for the operation of the Back-Up Generation, per the Original Equipment Manufacturers recommended fuel specification. GOAA will provide fuel that meets the operational specifications of the Back-Up Generation Facility. GOAA's responsibility and ownership shall extend to the flange for the fuel oil flow meter on each unit. GOAA will be responsible for designing, constructing, and operating any storage tank

system, as defined in 62-761, F.A.C., serving the Back-Up Generation Facilities.

4.3 12 kV Emergency Distribution Facilities

The design of the 12 kV System shall be the responsibility of GOAA. The design of the electrical distribution system (including cables, connections and transformers) has been reviewed and approved by OUC and meets OUC specifications. The construction, operation and maintenance of the 12 kV System shall be performed as follows: (a) GOAA shall build and install the conduit systems and transformer equipment pads and (“GOAA 12 kV Work”) (b) OUC shall procure and install all necessary electrical equipment (cable, transformers, splices, terminations, and meters) between the load-side cable connections at the 12 kV switchgear in the EPG Building and the low-voltage cable connections at each emergency transformer (“OUC 12 kV Work”).

4.3.1 Management of OUC 12 kV Work and Coordination with the Contractors Agreements. OUC shall be responsible for the management of its contractors and employees for the procurement, construction, testing and turnover of the OUC 12 kV Work. OUC shall provide a representative to act as liaison between OUC, GOAA and the CM@R relating to OUC’s installation of the 12 kV Emergency Distribution System and to ensure that the installation is completed within the CM@R schedule so as not to impact the OUC and STC Schedule. To accomplish the above, the Parties will enter a separate agreement to set

forth the specific scope, schedule and consequential damages due to schedule impacts.

4.3.2 Design Review. OUC has worked cooperatively with GOAA to review the designs and has provided input to GOAA as to any issues or changes OUC deems necessary or appropriate for the provision of services to GOAA after the Turnover Date.

4.4 CEP

4.4.1 The initial design, construction, operation up to the Turnover Date of the CEP shall be the responsibility of GOAA, including the CEP Building that will house the CEP.

4.4.2 Management of Contractor Agreements. Unless and until OUC contractually assumes the duties of GOAA under each such contract, GOAA will be responsible for the continued management of the Contractors for procurement, construction, testing and turnover of each of the Projects. OUC shall provide a representative to act as OUC's liaison with GOAA and the Contractor during the construction and testing of each Project. GOAA will interface directly with the Contractor and provide OUC the opportunity to participate in meetings and reviews on the new CEP.

4.4.3 Design Review. OUC has worked cooperatively with GOAA to review the designs and has provided input to GOAA as to any issues or necessary or requested changes OUC deems necessary or appropriate for the provision of services to GOAA after the Turnover Date. GOAA

acknowledges that it is relying on its engineers and agents and not OUC regarding the final installation methods, permitting and operational testing of the new CEP including customer's piping and equipment within the premises or on the property.

4.4.4 Facility Operation. GOAA will construct, own, operate, maintain and license at no charge to OUC for the full Term of the services agreement with OUC, the CEP Building in which the CEP will reside.

4.5 Intentionally deleted.

4.6 Solar Energy Resources

4.6.1 Construction of Solar Energy Resources. OUC will procure, install, operate and maintain and own, at no cost to GOAA, at a mutually agreed location at MCO, Solar Facilities with an OUC financial contribution of up to five hundred thousand dollars (\$500,000.00) based on the agreed criteria set forth in Exhibit F hereto ("Solar Facilities"). GOAA may modify the approved design, or modify scope, and the cost associated with such changes over the five hundred thousand dollar (\$500,000.00) level will be paid by GOAA.

4.6.2 Design Review. OUC has been provided the architectural conceptual layout for the Solar Facilities. OUC will rely on its own engineering staff and consultants for approval of the Project facility designs, installation methods, permitting and operational testing.

4.7 Change Order Process Prior to Turnover Date. GOAA and OUC recognize that the current construction costs are estimates and that actual costs may be more or

less than the current estimates. Since the Capital Payment to establish the price OUC will pay for such Projects to GOAA on the Turnover Date is fixed, the Parties have agreed to the following process to act on change orders resulting from cost impacts during construction:

4.7.1 Changes Resulting from OUC Design and Construction Requests. Where during the construction of any of the Projects by GOAA, OUC, through its design review process or during construction coordination, requests changes in the design, site layout, equipment specifications or other change, and those requested changes are accepted by GOAA, the following process of cost allocation shall apply:

4.7.1.1 OUC Change. (a) If OUC, through the construction oversight process, requests changes in the design, site layout, equipment specifications or other change that it deems necessary in order to take ownership or operations of the Project and (b) such change impacts the final installed price of the applicable Project, GOAA will provide OUC with the proposed price change presented by the Contractor on that Project. If OUC agrees to the cost increase, that cost increase shall be borne by OUC and there shall not be an adjustment of the service fees to be paid to OUC for that Project facility. If OUC does not agree to the cost increase, GOAA is in no way obligated to proceed with implementing OUC's requested change but may choose to do so in GOAA's sole discretion. As of the effective date of this Global Agreement, OUC has requested one

(1) change order to modify the CEP Building to accommodate its use to monitor its other chilled water locations. The rough order of magnitude cost for this change order is three hundred twenty two thousand six hundred and fourteen dollars (\$322,614.00). OUC shall pay directly to GOAA the final cost of said change within thirty (30) days of receipt of the change order invoice.

4.7.2 Changes Resulting from GOAA Design and Construction Requests.

If GOAA directs its contractors to make changes in the design, site layout, equipment specifications or other change that it deems necessary or desirable for a Project, GOAA shall be responsible for the cost of such change and such cost increase shall not be passed on to OUC as part of the acquisition cost and any impacts on the operating or maintenance cost of such change. OUC shall have thirty (30) days to analyze the change and provide a rough order of magnitude of the operational cost impact, if any, to GOAA.

4.7.3 Changes Resulting from Regulatory Changes or Changes in Law

Prior to the Turnover Date. If prior to the Turnover Date GOAA is directed to make changes in the design, equipment specifications or other changes required due to Regulatory compliance or changes in law, GOAA will implement the required change(s) at its cost.

5.0 **PROJECT ACCEPTANCE, TESTING AND TURNOVER**

Each Project shall be subject to final testing and clearance for service before OUC will be required to take over ownership, care, custody and control, as more specifically set out in

Exhibit G (“Acceptance Tests”). Upon successful completion of the Acceptance Tests for all of the Projects and the remainder of the conditions of closing occur, OUC shall take ownership, care, custody, control and operation of each Project facility. GOAA shall turn over to OUC all drawings, Piping & Instrumentation Diagrams, equipment manuals, and final as built drawings of each Project facility received from the CM@Rs pursuant to project completion requirements. Additionally, all drawings and Piping & Instrumentation Diagrams will be supplied to OUC in AutoCad format.

6.0 WAIVER OF PROJECT FEE

OUC will waive four million dollars (\$4,000,000.00) of the System Development Charge for the STC otherwise payable by GOAA (“Project Fee Waiver”). The final amount of the System Development Fee to be waived will be calculated and reconciled by the Parties no less than two (2) years after the Turnover Date. If the final reconciled System Development Charge is less than four million dollars (\$4,000,000.00), OUC will provide GOAA a credit in the amount of the difference. If the final reconciled System Development Charge is over four million dollars (\$4,000,000.00), GOAA will pay the amount exceeding four million dollars (\$4,000,000.00).

7.0 PROJECT OPERATION PHASE

Upon the successful completion of all Acceptance Tests for each Project and subject the fulfillment or waiver in writing of any other conditions precedent to the closing on all of the Projects, OUC will, on the Turnover Date, take over ownership, care, custody and control of each Project. OUC and GOAA shall have entered into the applicable Project Agreement set forth below, pursuant to which OUC will provide the following services:

7.1 Project Agreements. The following agreements related to the Projects (“Project Agreements”) will be executed between the Parties:

7.1.1 Back-Up Generation Facility and 12 kV Distribution System Service Agreement(s).

OUC will pay GOAA \$32,135,025.00 at Closing to purchase the Back-Up Generation Facility and 12 kV Distribution System. The fee structure for the Back-Up Generation Facility Service Agreement shall consist of a Capital Charge of \$239,590.00 per month over a twenty (20) year term commencing on the Turnover Date (the “Term”), a Capacity Charge of \$2.28 per installed kW per month over the Term, increased annually each October 1st at 75% of the cumulative percentage change in CPI-U since the base period of calendar year 2018, 245.146, except for any applicable change in law.

7.1.2 Central Energy Plant Services.

CEP. The fee structure for the CEP shall consist of a Capital Charge, a Capacity Charge, a Consumption Charge and a Delta-T (temperature differential charge) as follows:

7.1.2.1.OUC shall pay GOAA \$22,848,166.00 at Closing to purchase the CEP.

7.1.2.2.A Capital Charge of \$170,000.00 per month for the Term.

7.1.2.3.A Capacity Charge of \$12.50 per contract Ton per month. This charge is subject to final selection and final installed costs of equipment by GOAA. Contracted tons will be 8,790 for the

Term. The monthly rate will be increased annually each October 1st by 75% of the cumulative percentage change in CPI-U since the base period of calendar year 2018, except for any applicable change in law; and,

7.1.2.4.A Consumption Charge of \$0.0794 per Ton Hour. This charge was developed using a CEP efficiency of 0.80 kW per Ton and is subject to the final selection of equipment by GOAA. The escalation rate of this charge shall be 90% of the cumulative percentage change in the electric price index ("EPI") since October 1, 2018 plus 10% of the cumulative annual percentage change in the CPI-U since the base period of calendar year 2018, except for any applicable change in law; and,

7.1.3 A charge for the difference between the delivery and return temperatures of chilled water ("Delta T") shall be defined during the development of the Chilled Water Service Agreement. GOAA has selected OUC's standard Delta T calculation, including the relationship of the basic and adjustable components of the consumption charge.

7.1.4 Intentionally Deleted.

7.1.5 Solar Energy Resources and Energy Usage. OUC shall provide labor, supervision, management, oversight, materials, tools, equipment, submissions, reports, consumables, uniforms and all other items and services necessary or incidental to provide to GOAA a floating solar

array at the Orlando International Airport, the architectural conceptual layout of which has been provided to OUC by GOAA as set forth in Exhibit E. OUC shall also provide all labor, supervision, management, oversight, materials, tools, equipment, submissions, reports, consumables, uniforms and all other items and services necessary or incidental to provide on-site operations, maintenance and repair, including corrective maintenance, preventative maintenance, and predictive maintenance of the floating solar array at the Orlando International Airport.

7.1.6 12 kV System. ¹OUC shall provide labor, supervision, management, oversight, materials, tools, equipment, and all items necessary to maintain, operate and construct the 12 kV System, including one (1) replacement transformer.

7.2 Subordination. All payments required to be made by GOAA under this Global Agreement and the Project and Ancillary Agreements shall be subordinate to GOAA debt service payments.

7.3 Payment to the City. OUC covenants that no funds from this Global Agreement shall be paid to meet the obligations of its agreement to pay revenues from OUC to the City of Orlando.

7.4 Ancillary Agreements. The following agreements (“Ancillary Agreements”) may be executed between the Parties. This list may not be exhaustive and is not intended to limit any future agreements between the Parties:

¹ Already included in the Price listed in 7.1 above

- 7.4.1 Support Services Agreement for Site Services from GOAA to OUC;
- 7.4.2 License for Chiller Building/Land (new building);
- 7.4.3 License for pipe and electrical (Chiller and 12 kV);
- 7.4.4 License for switchgear for backup system;
- 7.4.5 License for Ingress/Egress (All OUC controlled facilities); and
- 7.4.6 License for Parking.

7.5 Change in Law. If OUC is required to make changes in the design, equipment specifications or other changes in a Project Facility after the Turnover Date due to Regulatory compliance or changes in law, OUC will implement the required change(s) at its cost for which GOAA will purchase OUC at the unamortized Book Value at the end of the Term, or upon Early Termination by either Party.

7.6. Annual Capital Reserve Review. Within one (1) year of the Commercial Operations Date and annually from this period forward, OUC shall deliver to GOAA a statement setting forth the accounting for the Capital Reserve account and the Book value of the Projects as of the applicable date in accordance with the terms of this Agreement including an accounting of the portions of the Capital Assets purchased with the Capital Reserve account (the "Statement"). GOAA shall have ninety (90) days from receipt of the Statement within which to determine whether GOAA reasonably disagrees with the OUC's determination of the Capital Reserve balance and/or the Book Value of the Project assets. GOAA and OUC shall work in good faith to resolve any differences and establish an annual ending Capital Reserve and Book Value amount.

8 EARLY TERMINATION AND BUYOUT RIGHTS.

8.1 Early Termination. Under the following circumstances any or all of the Project Agreements may be terminated:

8.1.1 Subsequent to the ninth full year of term under any of the Project Agreements and upon twelve (12) months' notice, either Party may elect to terminate any or all Project Agreements.

8.1.2 In the event that a regulatory authority with oversight of either OUC or GOAA determines that any portion of this transaction is not in compliance with the laws, rules, regulations, ordinances or statutes applicable to OUC or GOAA either Party may elect to terminate any or all of the applicable Project Agreements. In the event that a regulatory authority with oversight of OUC determines that any portion of this transaction is not in compliance with the laws, rules, regulations, ordinances or statutes applicable to OUC and OUC elects to terminate any or all of the applicable Project Agreements, termination will proceed in accordance with section 8.3 of this Global Agreement. In the event that a regulatory authority with oversight of GOAA determines that any portion of this transaction is not in compliance with the laws, rules, regulations, ordinances or statutes applicable to GOAA and GOAA elects to terminate any or all of the applicable Project Agreements, termination will proceed in accordance with section 8.2 of this Global Agreement

8.1.3 In the event that GOAA requires expansion of a Project at any time during the term, the Parties agree to work in good faith to negotiate the term so the capital cost, capacity charge, consumption charge and maintenance charge, as applicable. The Parties shall have one (1) year from GOAA providing written

notice to OUC of its required expansion to negotiate and approve an amendment to the Global Agreement and specific Project agreement containing terms acceptable to both parties. If the Parties are unable to complete the negotiations and approval within the one (1) year period, then either party may terminate the Project agreement in accordance with section 8.2 of this Global Agreement.

8.2 GOAA Buyout Option. If GOAA chooses to exercise its right of early termination, then upon such termination, GOAA shall (a) purchase all the Capital Assets of the terminated Project from OUC at Book Value, less any portion of the Capital Assets purchased with the Capital Reserve account, (b) GOAA, at OUC's option, shall hire any staff hired for the sole purpose of serving the GOAA Projects for a reasonable period of time, not less than one (1) year subsequent to termination, (c) reimburse OUC for the pro-rated portion of the applicable Project Fee Waiver and (d) reimburse OUC for any termination costs associated with contractual arrangements entered into for the purpose of serving one or more of the Projects, or agree to accept assignment of these arrangements from OUC, whichever GOAA in its sole and absolute discretion determines is in its best interest.

8.3 OUC Termination Option. If OUC chooses to exercise its right of early termination, then upon such termination, GOAA shall purchase the Capital Assets of the terminated Project from OUC at Book Value as of the date of termination, less any portion of the Capital Assets purchased with the Capital Reserve account. Capital Assets shall be provided to GOAA on an "as-is" basis.

8.4 GOAA Right to Assets at End of Term. At the end of the Term of each Project Agreement, GOAA shall have the right to inspect the Capital Assets to determine condition of same and the option to have OUC transfer ownership of the assets of the terminated Project to GOAA. If GOAA opts to purchase the Projects, then GOAA shall purchase the Capital Assets of the terminated Project from OUC in “as-is” condition based on the remaining Book Value less any portion of the Capital Assets purchased with the Capital Reserve account, and any remaining funds available in the Capital Reserve Account shall be released to GOAA. If GOAA does not exercise its option to purchase the Projects, then GOAA agrees to extend the Project Agreements with OUC or agrees to enter into new project agreements with OUC in form and substance similar to the expiring Project Agreement(s).

8.5 Procedure for Purchase of Capital Assets.

Upon termination or early termination of a Project Agreement, GOAA may exercise the Purchase Option by providing twelve (12) months written notice to the OUC. The following provisions and procedures will apply to the Purchase Option upon exercise:

8.5.1 Within thirty (30) days of the written notice of exercise, OUC shall provide a detailed statement of the Book Value, including a separate statement for any portion of the Capital Assets purchased with the Capital Reserve account as of the date of closing on the purchase option which shall be the Purchase Price for the CEP, EPG, 12 kV System or Solar Facilities, as applicable. GOAA shall have thirty (30) days to review the OUC’s statement of Book Value and identify

any errors or discrepancies. In the event any such errors or discrepancies are identified, the Parties agree to utilize the procedure utilized for determining the Book Value in Section 8.5.6 of this Global Agreement.

8.5.2 If required, the Parties will prorate, as of the closing date of the purchase option, any personal property taxes associated with the Projects or pre-paid service fees associated with the operations of the Projects for services agreements assigned to GOAA. Each Party shall be responsible for its own cost of counsel; however, the Parties shall split evenly any transfer fees or taxes.

8.5.3 The closing date of the purchase option shall be the earlier of: (i) the date mutually agreed to by the Parties, or (ii) twelve (12) months from the confirmation of the written notice to terminate as defined in Section 8.5; subject to any mutually agreed upon postponements.

8.5.4 OUC shall Transfer and assign to GOAA, the Projects by Bill of Sale, free and clear of all encumbrances whatsoever on an “as is”, “where is” basis with no warranty other than as set forth herein, together with all plans, specifications, contracts and warranties relating hereto. OUC shall, at its sole cost and expense, remove all additions, equipment and improvements not a part of the Projects.

8.5.5 The Parties shall release and terminate the License covering the portions of the primary projects site and building housing the Contract Capacity to GOAA, without charge, at the time of the foregoing purchase, free and clear of all liens and encumbrances, and the OUC shall Transfer and assign any and all easements, licenses, contracts, agreements and other rights benefiting the primary projects site and/or necessary for the delivery of the Service contemplated herein, the operation and maintenance of the Projects and the performance of all

other obligations hereunder. To the extent contracts and agreements are not freely assignable, OUC shall use its best reasonable efforts to obtain such assignments or use its best reasonable efforts to assist GOAA in obtaining new agreements with conditions as favorable as those afforded to OUC. At the Closing Date, each Party shall provide to the other Party all assignments, releases, affidavits of authority and other transactional documents generally utilized in an arms-length sale of significant industrial equipment and facilities. GOAA shall pay the Purchase Price, as adjusted by prorations and expenses of closing, in immediately available funds on the Closing Date.

8.5.6 OUC shall obtain and deliver to GOAA a statement setting forth the depreciated book value of the Projects as of the applicable date in accordance with the terms of this Global Agreement (the "Statement"). GOAA shall have ninety (90) days from receipt of the Statement within which to determine whether GOAA reasonably disagrees with the OUC's determination of the Book Value, GOAA, at its expense, may have a nationally recognized accounting firm conduct an independent inventory and audit to determine the Book Value (the "Audited Book Value"), which audit must be completed within said ninety (90) day period. If there is a difference in the Book Value determinations by GOAA more than one percent (1%) of the from the Book Value stated by the OUC, OUC and GOAA's independent accounting firm shall work in good-faith to resolve such difference and establish an agreed-upon Book Value. If they are unable to agree, the Parties shall mutually agree upon a second nationally recognized accounting firm to review the respective Book

Value determinations (including all supporting documentation) and shall arrive at a Book Value which shall be binding on all Parties. The cost of the second national accounting firm shall be equally apportioned between the OUC and GOAA.

Prior to GOAA exercising such Purchase Option and after the exercise, OUC, at the request of GOAA, shall provide GOAA with all the information requested by GOAA which is reasonably necessary to assist GOAA in making its decision as to whether to exercise such option and shall fully cooperate with GOAA in this regard. To this end, OUC shall fully cooperate in reasonable training and information sessions for GOAA's employees and operational personnel prior to closing as reasonably needed to assure continuous operation of the facility through the Closing Date.

9 CONDITIONS PRECEDENT TO THE TURNOVER DATE

The following are the conditions precedent to entering this Global Agreement and the Turnover Date(s) and closing on the purchase of the Projects:

9.1 OUC Conditions.

9.1.1 Successful permitting and completion by each Project of applicable Acceptance Testing;

9.1.2 GOAA grant of all necessary real estate rights (license, easements, etc.) necessary for OUC to provide the services to GOAA under the Project Agreements;

- 9.1.3 Agreement by GOAA on the final service fees under each Project Agreement;
- 9.1.4 Approval, execution and delivery to OUC of all Project Agreements and Ancillary Agreements;
- 9.1.5 Receipt by OUC of warranty documents, assignments, and any other facility-related documentation for the EPG and CEP; and
 , and,
- 9.1.6 Issuance of the temporary certificate of occupancy to GOAA for the STC;
 and,
- 9.1.7 Approval of the OUC Board of all Project Agreements as negotiated with GOAA.
- 9.2 GOAA Conditions.
 - 9.2.1 OUC acceptance of Liquidated Damages provisions in the Project Agreements. OUC's acceptance of Liquidated Damages which are acceptable to GOAA, in GOAA's sole and absolute discretion, is a material inducement to entering this Global Agreement and if OUC will not agree to Liquidated Damages provisions acceptable to GOAA, the Parties may terminate this Global Agreement without penalty and will not proceed with negotiating the Project Agreements;
 - 9.2.2 Payment to GOAA of the Capital Payment in full;
 - 9.2.3 Reconciliation of final costs and escrow reserve certified by the GOAA;
 - 9.2.4 Agreement by OUC on the final service fees under each Project Agreement;

- 9.2.5 Approval, execution and delivery by OUC of all Project Agreements and Ancillary Agreements;
 - 9.2.6 Certificate of financial advisor as to reasonableness of the capital funding portion of the Global Agreement;
 - 9.2.7 Certificate from GOAA's general consultant as to the reasonableness of the service charges; and,
 - 9.2.8 GOAA Board approval of all Project Agreements as negotiated with OUC.
- 9.3 Joint Conditions.
- 9.3.1 Creation of the Plan of Operations;
 - 9.3.2 Resolution and issuance of air construction permits and the air operations permit for the Back-Up Generation Facilities under terms acceptable to both parties;
 - 9.3.3 Resolution of the BTU meter warranty;
 - 9.3.4 Agreement upon final Back-Up Generation Facility Service Agreement and Chilled Water Service Agreement. OUC and GOAA affirm that as of the effective date of this Global Agreement, the Parties agree upon the form of the aforementioned agreements. However, if agreement cannot be reached on either agreement, the Parties may terminate this Global Agreement without penalty and will not proceed with negotiating the Project Agreements.

10 TURNOVER DATE AND CLOSING

Unless otherwise agreed in writing between the Parties, the Turnover Date and closing on the Project Agreements and Transfer of Capital Assets from GOAA to OUC shall be held

at a mutually agreed location at either the offices of GOAA or OUC. At the closing, the Parties shall provide the following:

10.1 OUC Closing Deliveries.

10.1.1 OUC will wire payment to GOAA for the Capital Payment in full in the amount of \$54,983,191.00

10.1.2 OUC will fully execute the Project Agreements and Ancillary Agreements.

10.2 GOAA Closing Deliveries.

10.2.1 GOAA will deliver to OUC bills of sale for all Capital Assets transferred to OUC's ownership;

10.2.2 GOAA will provide to OUC all contract and warranty documentation on all Capital assets transferred to OUC, including any warranty documents from equipment manufacturers;

10.2.3 GOAA will fully execute the Project Agreements and Ancillary Agreements.

11 DISPUTE RESOLUTION

11.1 If a dispute arises between the Parties relating to the Global Agreement, or any Project or Ancillary Agreements, the Parties agree to use the following alternative dispute resolution ("ADR") procedure prior to either Party pursuing other available remedies:

11.1.1 A meeting shall be held promptly between the Parties, attended by individuals with decision-making authority regarding the dispute, to attempt in good faith to negotiate a resolution of the dispute.

11.1.2 If, within thirty (30) days after such meeting, the Parties have not succeeded in

negotiating a resolution of the dispute, they will jointly appoint a mutually acceptable neutral person not affiliated with either of the Parties (the "Neutral") to act as a mediator. If the Parties are unable to agree on the Neutral within twenty (20) days, they shall seek assistance in such regard from the CPR Institute for Dispute Resolution, Inc. ("CPR"). The fees of the Neutral and all other common fees and expenses shall be shared equally by the Parties.

11.1.3 Unless the Parties mutually establish their own procedure, the mediation shall, at the election of the initiating Party, proceed in accordance with either CPR's Model Procedure for Mediation of Business Disputes or Chapter 44, Florida Statutes.

11.1.4 The Parties shall pursue mediation in good faith and in a timely manner. In the event the mediation does not result in resolution of the dispute within sixty (60) days, then, upon seven (7) days' written notice to the other Party either Party may pursue any and all available equitable or legal remedies.

12 Records.

OUC shall maintain records relating to the operation, and maintenance of Projects consistent with all Governmental Requirements and the requirements related to records contained in the various services agreements, and retain such records at the site, or such off Site location as mutually agreed upon by the Parties, for a minimum period of five (5) years after the Term of the applicable services agreement and otherwise as required by applicable Governmental Requirements, provided that OUC shall not dispose of or destroy any such records even after said five (5) years without first providing GOAA ninety (90) Days written notice. Where GOAA is required by the services agreements or by applicable Governmental Requirements to retain records for a longer period of time, or where records

relate to disputes, appeals, arbitration, litigation or the settlement of claims arising out of the performance of the services agreements, such records shall be maintained by OUC for the time period requested in a written notification from GOAA which states the amount of time needed over and above the normal five (5) year retention period for the resolution of the matter giving rise to the longer retention requirement. GOAA and GOAA's designees shall be provided with reasonable access to such records.

13 MISCELLANEOUS

- 13.1 **Entire Agreement.** This Global Agreement and the Inter-local Agreement contains the entire understanding of the Parties with respect to the subject matter hereof, and supersedes all prior agreements and commitments with respect thereto. There are no oral understandings, terms, or conditions and neither Party has relied upon any representation, express or implied, not contained in this Global Agreement.
- 13.2 **Amendments.** No change, amendment, or modification of this Global Agreement shall be valid or binding upon the Parties hereto unless such change, amendment, or modification shall be in writing and duly executed by the Parties hereto.
- 13.3 **Captions.** The captions and subheadings contained in this Global Agreement are for convenience and reference only and in no way define, describe, extend, or limit the scope or intent of this Global Agreement or the intent of any provision contained herein.
- 13.4 **Notices.** Any notice, demand, offer, or other written instrument required or permitted to be given pursuant to this Global Agreement shall be in writing signed by the Party giving such notice and shall be hand delivered or sent by registered

letter or overnight courier to the other Party (Parties) at the addresses set forth below:

To GOAA: Chief Executive Officer
Attn: Phillip N. Brown, AAE
Orlando International Airport,
One Jeff Fuqua Boulevard,
Orlando, Florida 32827

Copy to: General Counsel
Orlando International Airport,
One Jeff Fuqua Boulevard,
Orlando, Florida 32827

To OUC: General Manager & CEO
Attn: Clint Bullock
100 West Anderson Street
Orlando, Florida 32801

Copy to: Chief Legal Officer
100 West Anderson Street
Orlando, Florida 32801

Each Party shall have the right to change the place to which notice shall be sent or delivered by similar notice sent in like manner to the other Party. The effective date of any notice issued pursuant to this Global Agreement shall be the date when delivered, if hand delivered, when sent if by overnight courier, telephone facsimile copy or telex, or three (3) business days after being deposited in [U.S.] mail if sent by registered mail.

13.5 **Severability.** The invalidity of one or more of the provisions, Sections or Articles contained in this Global Agreement shall not affect the validity of the remaining portion of the Agreement so long as the material purposes of this Global Agreement can be determined and effectuated.

13.6 **Assignment.** This Agreement shall only be binding upon, inure to the benefit of, and be performed by, the successors and permitted assigns of the Parties hereto.

Neither Party shall assign this Global Agreement or any Ancillary Agreements without the written consent of the other, which shall be given in the other Party's sole and absolute discretion.

- 13.7 **No Waiver.** Any failure of either Party to enforce any of the provisions of this Global Agreement or to require compliance with any of its provisions at any time during the pendency of this Global Agreement shall in no way affect the validity of this Global Agreement, or any part hereof, and shall not be deemed a waiver of the right of either Party thereafter to enforce any and each such provision.
- 13.8 **Further Documentation.** The Parties agree that at any time following a request by the other Party, each shall cooperate with each other and execute and deliver to the other Party such further documents and instruments reasonably necessary to confirm and/or effectuate the obligations of either Party hereunder, and the consummation of the transactions contemplated hereby.
- 13.9 **Public Records.** When either Party receives any request to inspect or copy any business records of the other that relate to this Global Agreement, any Project Agreements or Ancillary Agreements, the Party receiving the request ("Receiving Party") shall promptly provide the other Party ("Record Owner") with a copy of the request. The Record Owner will respond to each such request on behalf of itself and the Receiving Party and Receiving Party agrees to fully cooperate with Records Owner with regard to all records requests and comply with all decisions made by Records Owner regarding the production and disclosure. Receiving Party shall:

- 13.9.1 Keep and maintain all documents, papers, letters and other material, including electronic communications, which are made or received by Receiving Party in conjunction with its Agreements with Records Owner.
- 13.9.2 Upon request, provide Records Owner with immediate access to all such records at no cost.
- 13.9.3 Ensure that any record that is confidential or exempt from public records disclosure requirements are not disclosed except as authorized by law.
- 13.9.4 Meet all requirements for retaining public records and upon termination or completion of the Project Agreements, Transfer, at no cost to Records Owner, all such records in the possession or control of Receiving Party or keep and maintain the public records required by Records Owner and the law to perform the Services. If Receiving Party transfers all public records to Records Owner upon completion or termination of the Project Agreements, Receiving Party shall destroy any duplicate public records that are confidential and exempt from public records disclosure. If Receiving Party keeps and maintains public records upon completion or termination of the Project Agreements, Receiving Party shall meet all applicable requirements for retaining public records.
- 13.9.5 All records stored electronically must be provided to Records Owner in a format that is compatible with the information technology systems of Records Owner.
- 13.9.6 Receiving Party shall promptly provide Records Owner with a copy of any request to inspect or copy public records in possession of OUC, that relates

to the Project Agreements, at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, as amended, or as otherwise provided by law.

13.9.7 Failure to grant such public access or otherwise comply with Records Owner's request for records will be grounds for immediate termination of this Global Agreement by Records Owner. In the event of such failure, Records Owner shall also enforce the Global Agreement provisions in accordance with the Agreement.

13.9.8 Failure to provide the public records to Records Owner within a reasonable time may also subject Receiving Party to penalties under § 119.10, Florida Statutes.

13.9.9 If a civil action is filed against Receiving Party to compel production of public records relating to these Agreements, Receiving Party will be solely responsible and liable for its attorneys' fees and any resulting damages.

IF OUC HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119 FLORIDA STATUTES TO OUC'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THESE AGREEMENTS, OUC MUST CONTRACT GOAA'S CUSTODIAN OF PUBLIC RECORDS WHO CAN BE REACHED AT: (407) 825-2032; PUBLCRECORDS@GOAA.ORG; OR "GREATER ORLANDO AVIATION AUTHORITY, PUBLIC RECORDS" ONE JEFF FUQUA BOULEVARD, ORLANDO, FLORIDA 32827.

IF GOAA HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119 FLORIDA STATUTES TO GOAA'S DUTY TO PROVIDE OUC PUBLIC RECORDS

RELATING TO THESE AGREEMENTS, GOAA MUST CONTRACT OUC'S
CUSTODIAN OF PUBLIC RECORDS WHO CAN BE REACHED AT:(407)434-2727;
RECORDSCUSTODIAN@OUC.COM.

[REMAINDER OF PAGE LEFT INTENTIONALLY BLANK]

IN WITNESS WHEREOF, the Parties hereto have caused this Amended and Restated Global Agreement to be executed and delivered by their representatives thereunto duly authorized as of the day and year first above written.

Witness:

Print Name: Alba L. Bueno

Gail Musselwhite
Print Name: Gail Musselwhite

"GOAA"

THE GREATER ORLANDO
AVIATION AUTHORITY

By: Phillip N. Brown
Phillip N. Brown, A.A.E.,
Chief Executive Officer

Date: July 6, 2021

ATTEST:

By: Larissa Bou-Vazquez on behalf of:
Larissa Bou-Vazquez
Assistant Secretary

[Official Seal]

APPROVED AS TO FORM AND LEGALITY on this 1st day of July, 2021 for the use and reliance of the Greater Orlando Aviation Authority, only.
Marchena and Graham, P.A., Counsel

By: Marchena and Graham, P.A.
Marchena and Graham, P.A.

STATE OF FLORIDA
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me this 6th day of July, 2021, by Phillip N. Brown who represented to me that he is the Chief Executive Officer of the Greater Orlando Aviation Authority, with the authority to execute this instrument on behalf of the Greater Orlando Aviation Authority. He is personally known to me.

(SEAL)



Ana M. Brana
Notary Public
State of Florida
Comm# HH129392
Expires 8/22/2025

Ana M. Brana

Notary Public

Ana M. Brana

Print Name

Commission Expires: 8/22/2025

"OUC"

ORLANDO UTILITIES COMMISSION

[Signature]
Print Name: Russell H. Packer Sr.
[Signature]
Print Name: Kathleen M. J. Sted

By [Signature]
Print Name: Clint Bullock
Title: General Manager and CEO
Date: 11/5/21

ATTEST:

[Signature]
Print Name: Paula A. Velasquez
Title: ASSISTANT SECRETARY

Approved as to Form and Legality
This 26 day of October, 2021

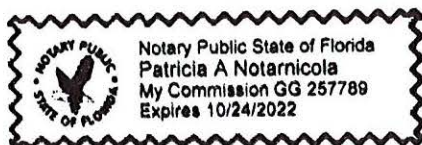
By: [Signature]
General Counsel
Orlando Utilities Commission

STATE OF FLORIDA

COUNTY OF ORANGE

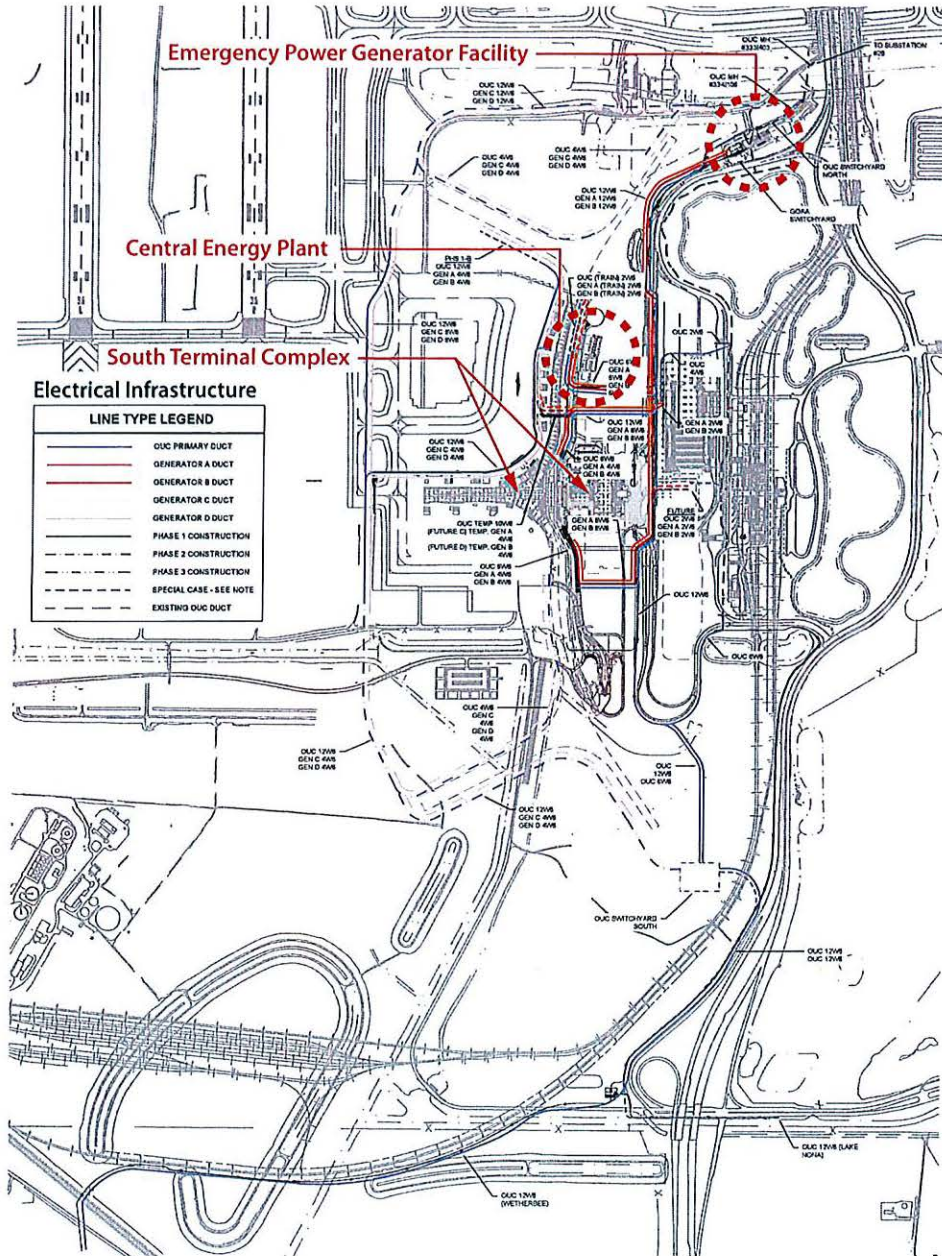
Before me, the undersigned authority, duly authorized under the laws of the State of Florida to take acknowledgments, this day personally appeared Clint Bullock and Paula A. Velasquez, respectively Gen Mgr. & CEO and Asst. Secretary of the Orlando Utilities Commission, of the City of Orlando, personally known to me to be the individuals and officers described in and who executed the foregoing instrument on behalf of said City of Orlando, and severally acknowledged the execution thereof to be their free act and deed as such officers and that they were duly authorized so to do.

In witness whereof, I have hereunto set my hand and official seal at Orlando, in the County of Orange, State of Florida, this 26 day of November, 2021.



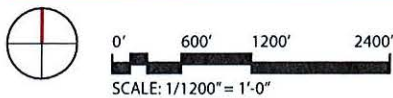
[Signature]
Notary Public
My commission expires:

Exhibit A [the "Projects"]



This Exhibit is exempt from the Florida public records law pursuant to Section 119.071(3)(b) and therefore shall not be made public.

SITE PLAN | STC | SOUTH TERMINAL COMPLEX CAMPUS SITE PLAN



PROJECTS
EXHIBIT A
05-24-2019

SCHENKELSHULTZ
ODD ARCHITECTURE ODD

Exhibit B

["CEP Description"]

Scope of work below includes the Current Phase of the CEP with planned future expansion. Facility carries a campus wide loop with redundancy to an Airside Terminal, Landside Terminal and Capacity for a Ground Transportation Facility which GOAA would maintain. The main plant provides a heat sink for a remote pre-conditioned air chilled water suite which GOAA would maintain.

The Central Energy Plant (CEP) is equipped with seven chillers with a combined installed capacity of 10,395 Tons including one 1,605 Tons back up chiller. The firm capacity of the CEP is 8,790 Tons under the following design operating conditions: 1) chilled water flow of approximately 13,185 GPM; 2) chilled water supply temperature of 42° F; and 3) differential temperature of 16° F. The CEP is equipped with four chilled water pumps with a combined flow capacity of 18,000 GPM including one 4,500 GPM back up chilled water pump. The CEP equipment shall include three (3) BTU meters provided and installed by GOAA at a location to be determined at a later date. In the event additional BTU meters are required, GOAA shall be responsible to procure and install the meters including the communication to OUC's automation system.

The condenser system of the CEP consists of four induced draft cross flow cooling towers with an installed capacity of 12,000 Tons including one redundant 3,000 Tons cooling tower. Each cooling tower consists of three cells capable of cooling 6,000 GPM condenser water from 98.9° F to 85° F with an ambient bulb temperature of 80° F. The condenser system of the CEP also includes four condenser water pumps with a combined flow capacity of 24,000 GPM including one 6,000 GPM back up condenser water pump.

Included in the CEP are ancillary systems, electric gears, automation controls and data acquisition systems not particularly specified in this section, but that are required to operate and maintain the CEP. OUC shall maintain the CEP equipment and internal piping up to the discharge and return isolation valves, including the valves. Notwithstanding the foregoing, OUC's responsibility for equipment and piping shall end five (5) feet outside of the exterior CEP building wall. GOAA shall maintain the shell and core of the CEP building and surrounding landscape.

In the event the installed capacity of the CEP is increased from 10,395 Tons to 12,000 Tons, the scope of work shall include, but not limited to, the installation of the following equipment: 1) chiller #8 with capacity of 1,605 Tons; 2) cooling tower #5 with capacity of 3,000 Tons; 3) one 4,500 GPM chilled water pump; 4) one 6,000 GPM condenser pump; and 5) other ancillary systems and components not particularly specified in this section but required to maintain adequate equipment operation and redundancy levels. The firm capacity of the CEP after the installation of chiller #8 is 10,395 Tons.

Scope of work below includes the Current Phase of Central Chilled water system with planned future expansion. Facility carries a campus wide loop with redundancy to an Airside Terminal, Landside Terminal and Capacity for a Ground Transportation Facility which GOAA would maintain. The main plant provides a heat sync for a remote pre-conditioned air chilled water suite which GOAA would maintain. Current phase Chilled water includes seven (7) chillers with a combined installed capacity of 10,395 Tons including one 1,605 Tons back up chiller. The condenser system of the CEP consists of four induced draft cross flow cooling towers with an installed capacity of 12,000 Tons including one redundant 3,000 Tons cooling tower. OUC will maintain upstream of the CEP building isolation valves, including the valves. Included in the CEP are ancillary systems, electric gears, automation controls and data acquisition systems.

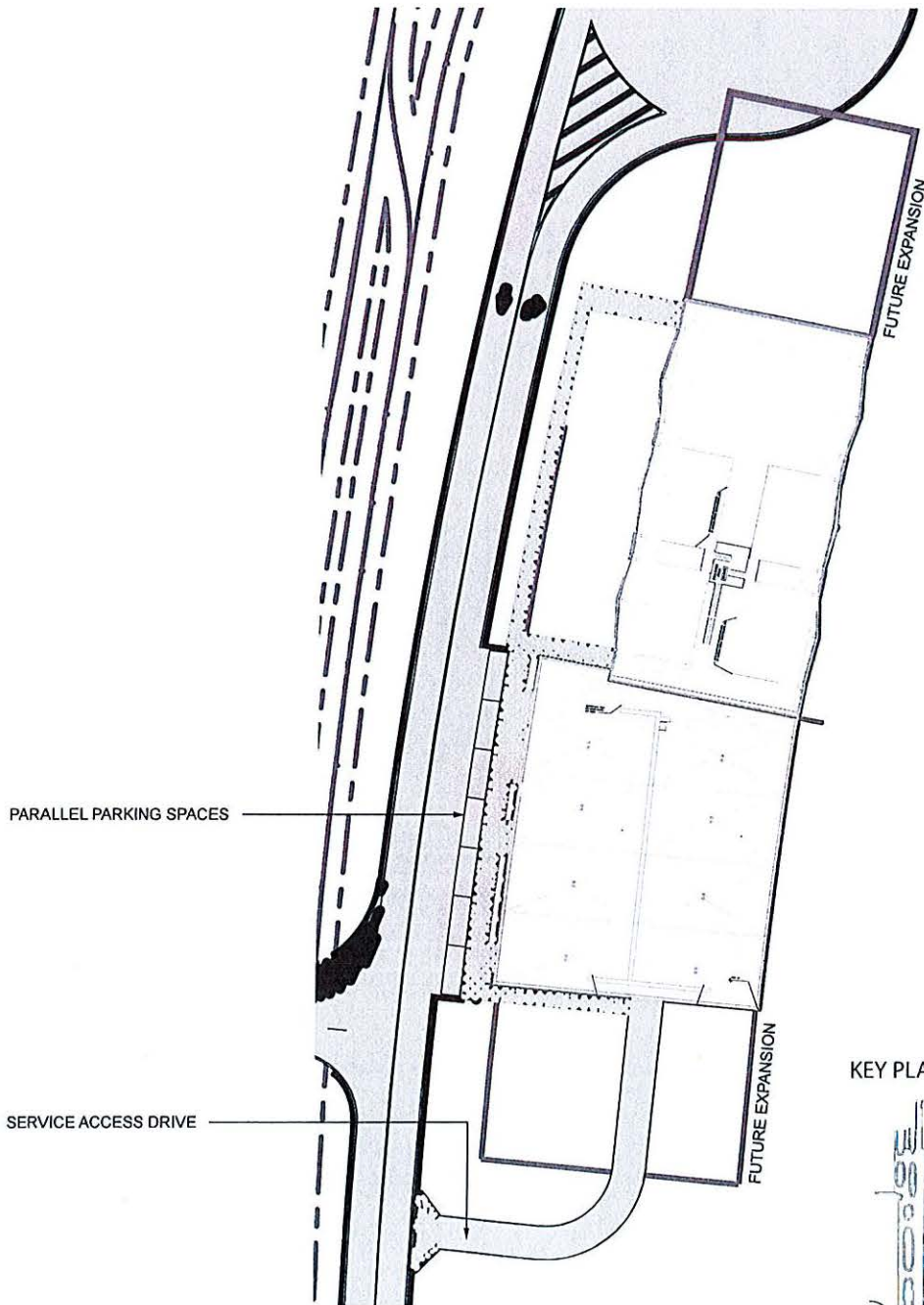
In the event the installed capacity of the CEP is increased from 10,395 Tons to 12,000 Tons, the scope of work shall include, but not limited to, the installation of the following equipment: 1) chiller #8 with capacity of 1,605 Tons; 2) cooling tower #5 with capacity of 3,000 Tons; 3) one 4,500 GPM chilled water pump; 4) one 6,000 GPM condenser pump; and 5) other ancillary systems and components not particularly specified in this section but required to maintain adequate equipment operation and redundancy levels. The firm capacity of the CEP after the installation of chiller #8 is 10,395 Tons.

This Exhibit is exempt from the Florida public records law pursuant to Section 119.071(3)(b) and therefore shall not be made public.

SYSTEMS DIAGRAM | CENTRAL ENERGY PLANT (CEP) | SYSTEM DESCRIPTION

STC CEP SYSTEM DESCRIPTION
EXHIBIT B
05-24-2019

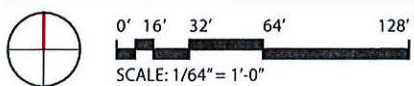
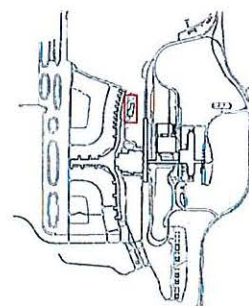
SCHENKELSHULTZ
○○○ARCHITECTURE○○○



This Exhibit is exempt from the Florida public records law pursuant to Section 119.071(3)(b) and therefore shall not be made public.

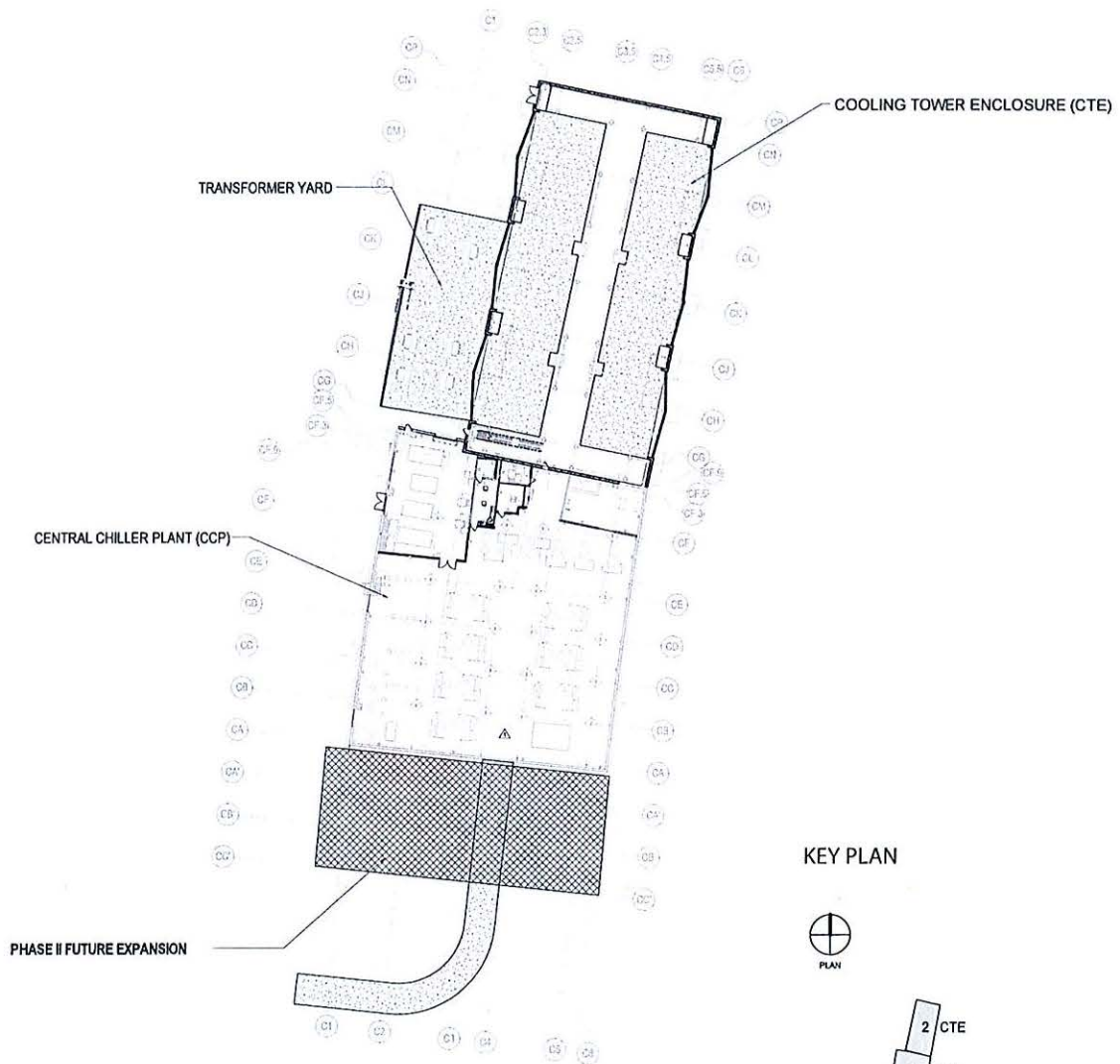
SITE PLAN | CENTRAL ENERGY PLANT (CEP) | STC

KEY PLAN



STC CEP SITE PLAN
EXHIBIT B.1
05-24-2019

SCHENKELSHULTZ
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This Exhibit is exempt from the Florida public records law pursuant to Section 119.071(3)(b) and therefore shall not be made public.

LEVEL 01 | CENTRAL ENERGY PLANT (CEP) | FLOOR PLAN

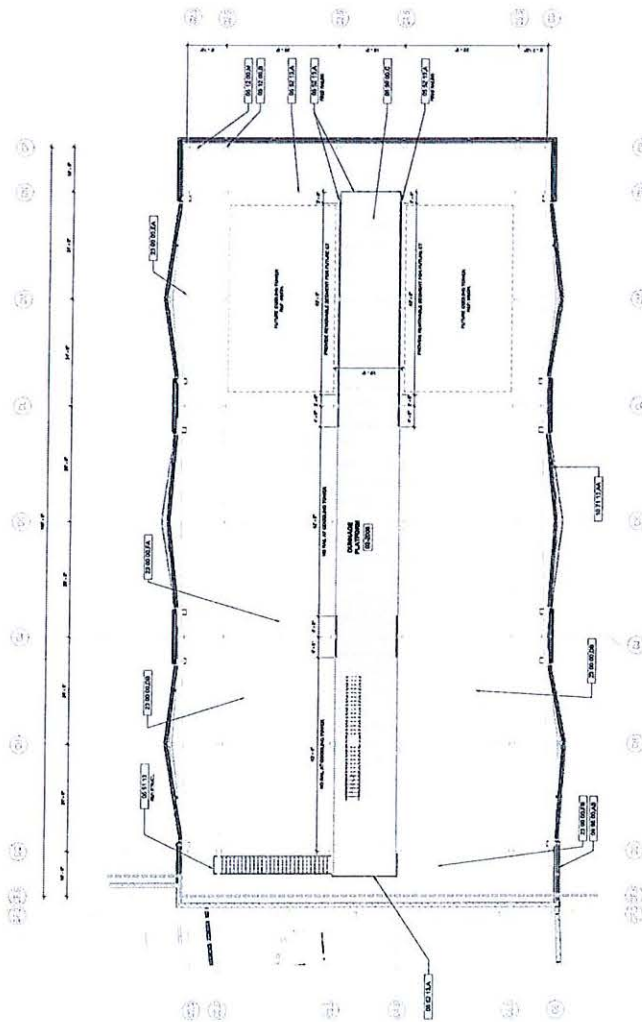


0' 16' 32' 64' 128'
SCALE: 1/64" = 1'-0"

STC CEP FLOOR PLAN - LEVEL 1

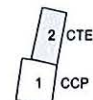
EXHIBIT B.2
05-24-2019

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KEYNOTES	
NO.	DESCRIPTION
06 12 00.0	STEEL COLLAR, REF. STRUCT.
06 12 00.1	STEEL BRACING REF. STRUCTURAL
06 00 00.0	STEEL GRATING
05 01 13	METAL PAN STARS
05 02 12.A	STEEL TUBE GUARDRAIL
08 00 00.0A	HIGH PERFORMANCE COATING HPCE, REF. FRESH KEY
09 11 13.AA	SUNSCREEN PANELS
23 00 00.0B	COOLING TOWER, REF. MECH
23 00 00.0A	HVAC PIPING INSULATION, REF. MECH
23 00 00.0A	CIVIL HYDRAULIC PIPING, REF. MECH
23 00 00.0B	CIVIL HYDRAULIC PIPING, REF. MECH

KEY PLAN



This Exhibit is exempt from the Florida public records law pursuant to Section 119.071(3)(b) and therefore shall not be made public.

LEVEL 02 | COOLING TOWER ENCLOSURE (CTE) OF CEP | FLOOR PLAN



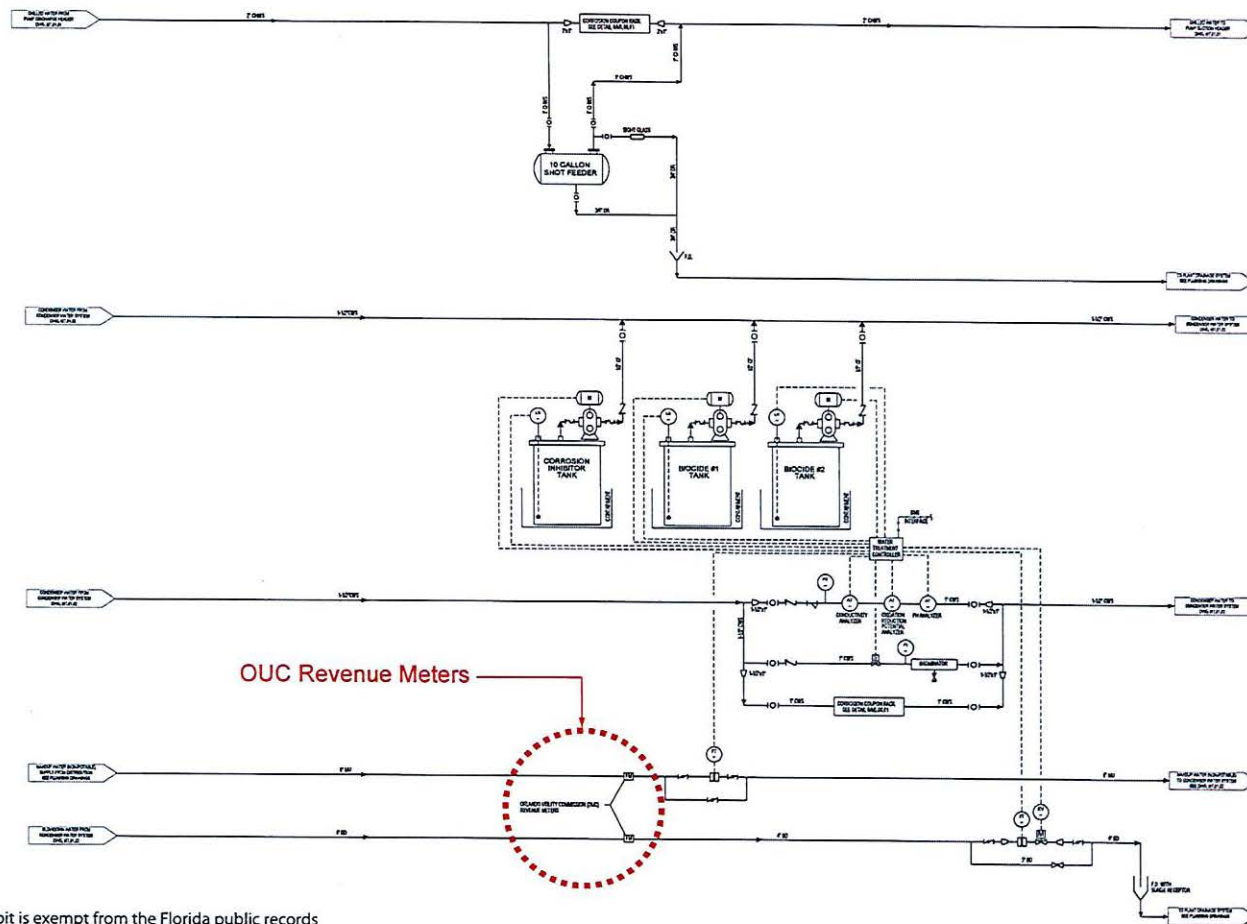
0' 8' 16' 32' 64'
SCALE: 1/32" = 1'-0"

STC CEP FLOOR PLAN - LEVEL 2

EXHIBIT B.3

05-24-2019

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This Exhibit is exempt from the Florida public records law pursuant to Section 119.071(3)(b) and therefore shall not be made public.

DIAGRAM | OUC METER LOCATION | WATER TREATMENT SYSTEM

STC CEP METER LOCATION & WATER TREATMENT
EXHIBIT B.4
05-24-2019

SCHENKELSHULTZ
ODDARCHITECTURE

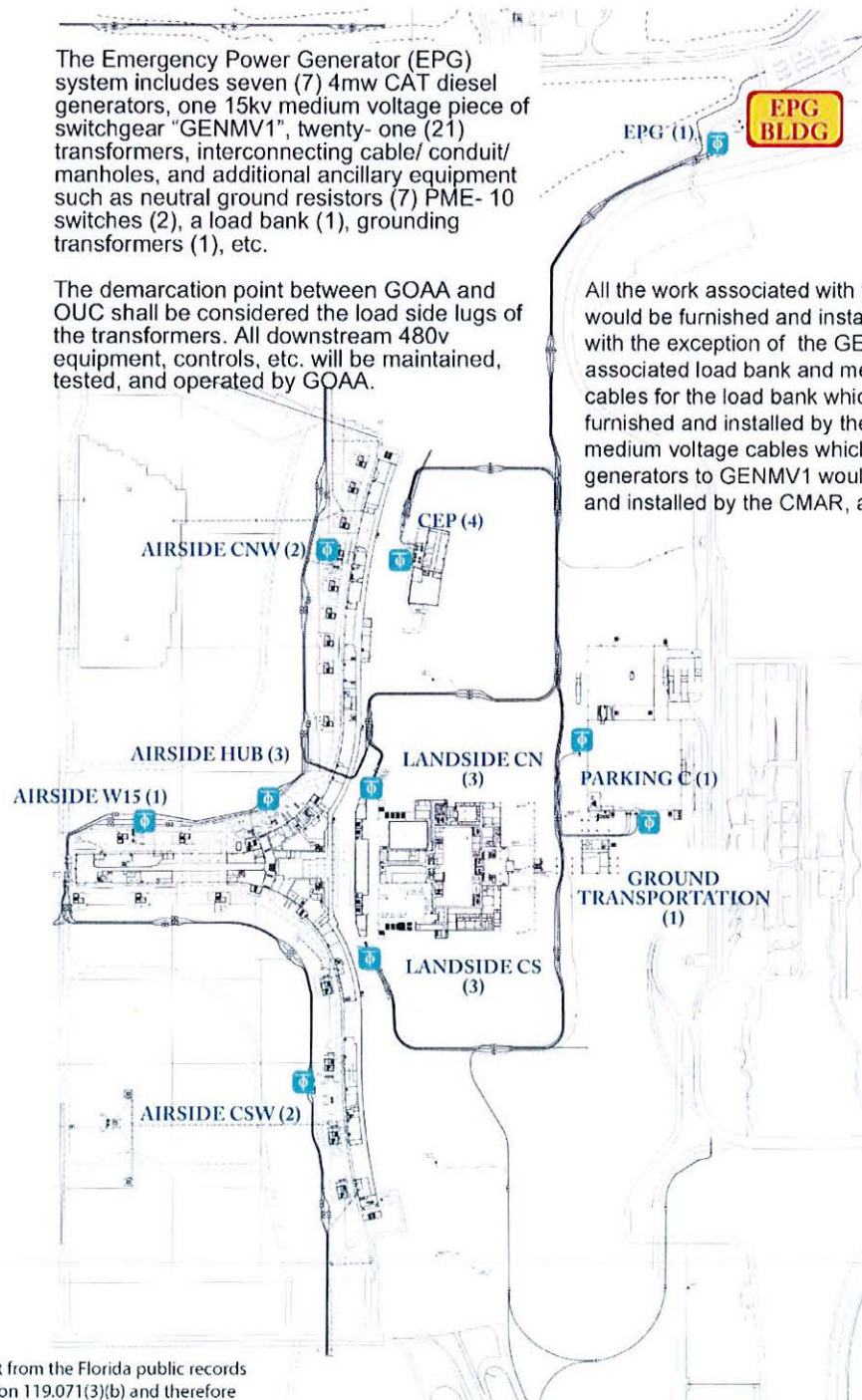
Exhibit C

["12 kV System Description"]

The Emergency Power Generator (EPG) system includes seven (7) 4mw CAT diesel generators, one 15kv medium voltage piece of switchgear "GENMV1", twenty-one (21) transformers, interconnecting cable/ conduit/ manholes, and additional ancillary equipment such as neutral ground resistors (7) PME- 10 switches (2), a load bank (1), grounding transformers (1), etc.

The demarcation point between GOAA and OUC shall be considered the load side lugs of the transformers. All downstream 480v equipment, controls, etc. will be maintained, tested, and operated by GOAA.

All the work associated with this Exhibit would be furnished and installed by OUC, with the exception of the GENMV1, the associated load bank and medium voltage cables for the load bank which would be furnished and installed by the CMAR. The medium voltage cables which connect the generators to GENMV1 would be furnished and installed by the CMAR, as well.



This Exhibit is exempt from the Florida public records law pursuant to Section 119.071(3)(b) and therefore shall not be made public.

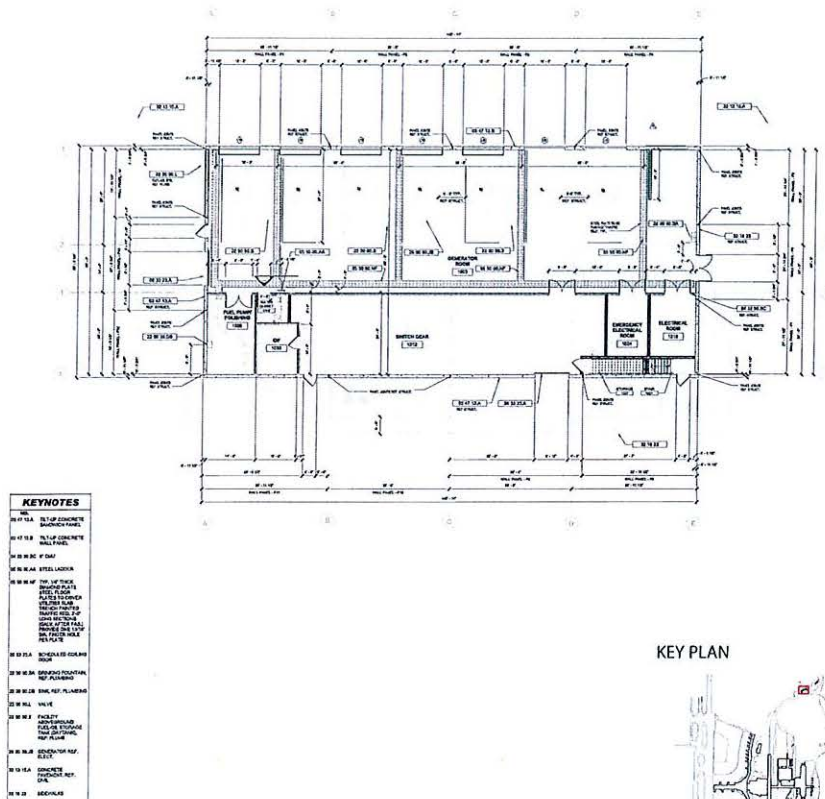
SYSTEMS DIAGRAM | EMERGENCY POWER GENERATION (EPG) | SYSTEM DESCRIPTION

STC EPG SYSTEM DESCRIPTION
EXHIBIT C
03-20-2020

SCHENKELSHULTZ
ARCHITECTURE

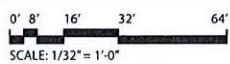
Exhibit D

["EPG Building"]



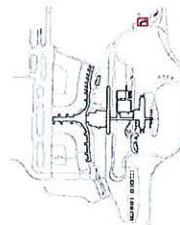
This Exhibit is exempt from the Florida public records law pursuant to Section 119.071(3)(b) and therefore shall not be made public.

LEVEL 01 | EMERGENCY POWER GENERATION (EPG) | FLOOR PLAN

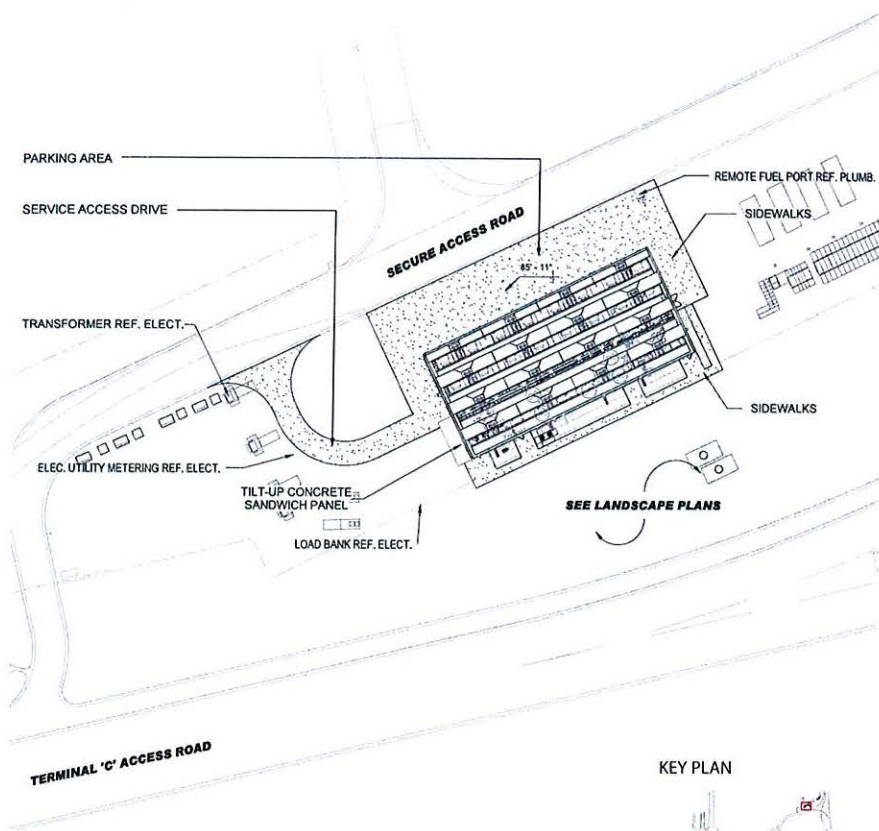


STC EPG FLOOR PLAN
EXHIBIT C.2
05-24-2019

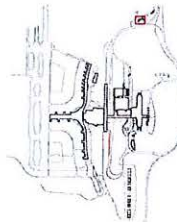
KEY PLAN



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KEY PLAN



This Exhibit is exempt from the Florida public records law pursuant to Section 119.071(3)(b) and therefore shall not be made public.

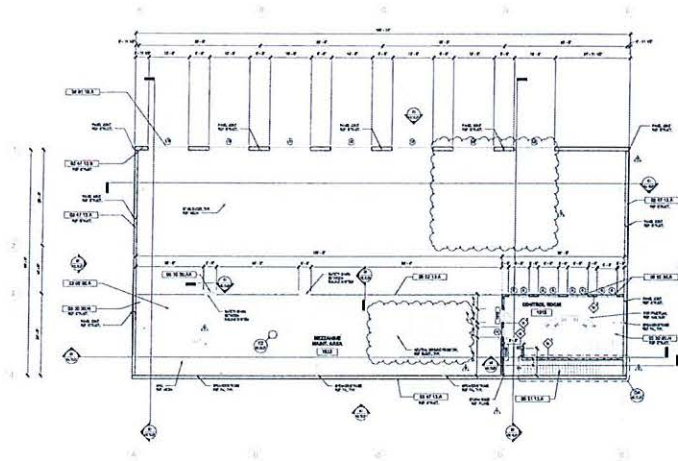
SITE PLAN | EMERGENCY POWER GENERATION (EPG) | STC



0' 16' 32' 64' 128'
SCALE: 1/64" = 1'-0"

STC EPG SITE PLAN
EXHIBIT C.1
05-24-2019

SCHENKELSHULTZ
ODD ARCHITECTURE ODD



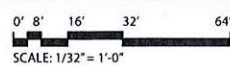
KEYNOTES	
01 11 11A	SLAB ON GROUND
01 11 11B	SLAB ON GROUND
01 11 11C	SLAB ON GROUND
01 11 11D	SLAB ON GROUND
01 11 11E	SLAB ON GROUND
01 11 11F	SLAB ON GROUND
01 11 11G	SLAB ON GROUND
01 11 11H	SLAB ON GROUND
01 11 11I	SLAB ON GROUND
01 11 11J	SLAB ON GROUND
01 11 11K	SLAB ON GROUND
01 11 11L	SLAB ON GROUND
01 11 11M	SLAB ON GROUND
01 11 11N	SLAB ON GROUND
01 11 11O	SLAB ON GROUND
01 11 11P	SLAB ON GROUND
01 11 11Q	SLAB ON GROUND
01 11 11R	SLAB ON GROUND
01 11 11S	SLAB ON GROUND
01 11 11T	SLAB ON GROUND
01 11 11U	SLAB ON GROUND
01 11 11V	SLAB ON GROUND
01 11 11W	SLAB ON GROUND
01 11 11X	SLAB ON GROUND
01 11 11Y	SLAB ON GROUND
01 11 11Z	SLAB ON GROUND

KEY PLAN



This Exhibit is exempt from the Florida public records law pursuant to Section 119.071(3)(b) and therefore shall not be made public.

LEVEL 02 | EMERGENCY POWER GENERATION (EPG) | FLOOR PLAN



STC EPG FLOOR PLAN
EXHIBIT C.3
05-30-2019

SCHENKELSHULTZ
ODD ARCHITECTURE ODD

Exhibit E

INTENTIONALLY DELETED

Exhibit F
["Solar Facilities"]

SOLAR ARRAY LOCATION



This Exhibit is exempt from the Florida public records law pursuant to Section 119.071(3)(b) and therefore shall not be made public.

SOUTH POND 22 | STC | SOLAR FACILITIES SITE PLAN



0' 200' 400' 800'
SCALE: 1/400" = 1'-0"

SOLAR FACILITIES
EXHIBIT E
05-24-2019

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ODDARCHITECTURE

Exhibit G

["Acceptance Tests"]

Central Energy Plant and Emergency Power Generator Facility Acceptance Narrative

The following are guidelines and Specification references with respect to the final acceptance procedures utilized prior to facility turnover.

Upon completion of construction, the owner will "accept" the work and thereafter release final payment to the contractor once the administrative closeout process has been completed, as outlined in Specification Section 01 78 00, for the project. This specification outlines the requirements for substantial completion, final inspection of the work, final acceptance, and final payment.

Completion of the following procedures is also required as outlined in the Specifications:

1. Before requesting final inspection for certification of Final Completion and final payment, prepare and submit to the OAR the following:
 - a. Contractor's certified copy of the Substantial Completion punch list of items to be completed or corrected, stating that each item has been completed or otherwise resolved for acceptance, and the list has been endorsed and dated by the OAR.
 - b. Final meter readings for utilities, and similar data as of the date of Substantial Completion, or when the Owner took possession of and responsibility for corresponding elements of the Work.
 - c. Closeout Documentation Manual.
2. If the OAR determines that the Work is ready, the Final Completion Inspection will be scheduled at a minimum of three (3) business days after the OAR's preliminary inspection.
3. The following parties will attend the Final Completion inspection: the OAR, the Contractor, OUC and the Designer. The following Owner representatives may attend:
GOAA ARFF, GOAA Construction, GOAA Engineering, GOAA Environmental, GOAA IT, GOAA Maintenance, GOAA Operations, GOAA Properties, GOAA Risk Management, and any involved tenant(s).
4. Upon acceptance of the Final Completion Inspection, the Designer, OAR and GOAA Maintenance are to sign off on Part IV of Form #008 SCA and provide the final inspection date. The OAR is to provide the Contractor's completed punch list which will be field verified and each item initialed complete by the Designer and the OAR. The OAR is to provide documentation of FAA/FDOT final inspections, as required.

Part IV of Form #008 SCA must be completed prior to processing the Contractor's final pay application.

If necessary, re-inspection will be repeated at the Contractor's expense. The re-inspection procedure is as follows: The OAR and Designer will re-inspect the Work upon receipt of notice that the Work, including inspection list items from earlier inspections, has been completed, except items whose completion has been delayed because of circumstances acceptable to the OAR and Designer. Repeat Final Completion Procedures above until Final Completion is accepted.

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FACILITY ACCEPTANCE NARRATIVE | CEP AND EPG

ACCEPTANCE TESTING PROTOCOL
EXHIBIT G
05-24-2019

SCHENKELSHULTZ
ARCHITECTURE