AGREEMENT AND BILL OF SALE

[INSERT DATE]

KNOW ALL MEN BY THESE PRESENTS that FLORIDA MUNICIPAL POWER AGENCY (ALL-REQUIREMENTS POWER SUPPLY PROJECT), a governmental legal entity created and existing pursuant to Florida law, with operational offices located at 8553 Commodity Circle, Orlando, Florida 32819 ("**FMPA**"), for and in consideration of good and valuable consideration to be paid and given by the undersigned and identified buyer ("**Buyer**"), as set forth herein and pursuant to the terms and conditions hereof, has bargained, sold, granted, transferred, and conveyed and, by these presents, does bargain, sell, grant, transfer, and convey unto Buyer the following described personal property, wherever located as of the date of this instrument, and generally referred to as the "**Equipment**:"

FMPA has conducted a process to sell and transfer the Equipment, and Buyer has participated in such process and desires to purchase and accept the Equipment. Within three days of the above date, Buyer must deliver this fully signed, witnessed, and notarized agreement and bill of sale to FMPA and make payment of the Sales Price pursuant hereto.

SEE SCHEDULE A ATTACHED HERETO AND INCORPORATED HEREIN BY REFERENCE FOR A DESCRIPTION OF THE EQUIPMENT

SALES PRICE: $_____

Further, FMPA and Buyer hereby agree as follows:

1. **Disclaimer of Warranties; No Representations; Buyer's Sole Liability**. FMPA hereby disclaims all warranties of any kind, including both those warranties that are expressed or implied, and all statutory warranties for or related to the Equipment, and any other transaction contemplated hereby. Buyer hereby waives all claims of warranty against FMPA, and Buyer acknowledges that it has inspected the described Equipment and accepts it "AS IS," "WHERE IS," and "HOW IS" without any further or future liability of FMPA in any way, whatsoever. FMPA and Buyer hereby agree the Equipment is being sold as FMPA's surplus inventory and FMPA makes no representations about the condition, usability, or any other characteristic of the Equipment. Understanding this, Buyer has made its own evaluation of the Equipment, and is purchasing it from FMPA solely on the basis of of its own evaluation, and upon execution of this agreement and bill of sale Buyer is solely responsible and liable for the Equipment.

2. **Buyer Removal of the Equipment**. (a) Buyer shall coordinate with FMPA and promptly provide for the removal of the Equipment from whichever facility(ies) of FMPA where the Equipment is located as of the date hereof, in accord with any FMPA site-related or other requirements, at Buyer's sole cost and expense.

(b) Buyer hereby represents that it is familiar with the Equipment and all risks and liabilities, if any, associated with the Equipment and owning the same, including all efforts and risks associated with the removal of the Equipment from FMPA's facility(ies). FMPA owns or otherwise maintains power generation facilities as follows: Bartow Energy Center, Polk County, Florida; Cane Island Power Park, Osceola County, Florida; Mulberry Energy Center, Polk County, Florida; Sand Lake Energy Center, Orange County, Florida; Stock Island Generating Facility, Stock Island, Monroe County, Florida; and Treasure Coast Energy Center, St. Lucie County, Florida. The Equipment may be located at any one or more of such FMPA facilities. Sale and transfer of title to the Equipment is hereby deemed by the parties to take place at the FMPA facility(ies) where the Equipment is located.

(c) Buyer acknowledges that FMPA's facility(ies) where the Equipment is located are operating power generation facilities with many hazards. FMPA maintains site safety protocols and requirements, and Buyer, and all persons engaged by Buyer, including its employees, contractors, agents, and others under Buyer's supervision or control, while on the premises of any of FMPA's facilities, shall strictly adhere to FMPA's site safety protocols and requirements. All efforts to remove the Equipment from any of FMPA's facilities must be approved in advance by FMPA in writing, including the use of trucks, cranes, forklifts, and other machines or equipment to load, remove, and otherwise handle the Equipment. Buyer shall provide all of the machines and equipment necessary for the loading, removing, and other handling of the Equipment, and FMPA will not lend any of its machines or equipment for the same, or for any purpose of Buyer.

(d) As may be required by FMPA in any separate communication to Buyer (whether written or oral), Buyer shall have and keep in force at all times when performing under this agreement and bill of sale: automobile and general liability insurance coverages, with limits of no less than $1,000,000 per policy, for any claim and in the aggregate. Such coverages, and Buyer's proof of having such coverages, as provided herein, are a condition precedent to entering any of FMPA's facilities and removing the Equipment. Prior to entering an FMPA facility, Buyer shall provide FMPA with: a certificate of insurance that demonstrates compliance with all applicable insurance provisions contained herein to include the policy numbers; name of insurance company; name and address of the agent or authorized representative; name, address, and telephone number of the insured; policy expiration date; and specific coverage amounts.

3. **Sales Price**. (a) Together with Buyer's execution and delivery of this agreement and bill of sale to FMPA, Buyer shall pay to FMPA the amount provided for above, as the agreed-to "**Sales Price**," in accordance with the below wire, electronic transfer, or other instructions of FMPA, as consideration for its purchase of the Equipment from FMPA. Failure of Buyer to pay the Sales Price in full in accord with the terms hereof shall nullify and void all obligations of FMPA hereunder, regardless of the signatures of the parties hereto or the delivery of this instrument by Buyer.

[INSERT FMPA WIRE OR OTHER PAYMENT INSTRUCTIONS HERE]

(b) FMPA is a tax exempt, governmental entity. FMPA's consumer certificate of exemption, issued by the Florida Department of Revenue, is No. 85-8012559814C-2. FMPA is intending to conduct the sale of the Equipment pursuant hereto as an occasional and isolated sale pursuant to Florida law and, as such, may not collect sales or other taxes from Buyer upon its payment to FMPA for the Equipment. However, FMPA makes no representation to Buyer as to any taxes applicable to this transaction or to Buyer, and Buyer hereby agrees that any subsequent tax amounts owed to any taxing authority by FMPA, because of this transaction, are an obligation of Buyer hereunder, and may be invoiced to Buyer by FMPA. Any such invoice from FMPA, after the date hereof, must be paid by Buyer within 15 days without withholding, netting, or set-off of any amount by Buyer.

4. **Transfer of Title and Risk of Loss; Liens**. (a) Title, risk of loss, and all other obligations of ownership of the Equipment transfers to Buyer upon its delivery of this fully signed, witnessed, and notarized instrument, FMPA's completed counter-signature, witnesses, and notarization on the same, and Buyer's confirmed and complete payment of the Sales Price to FMPA as provided herein. Buyer may not take physical possession of the Equipment until payment of the Sales Price is made to FMPA in full, and FMPA has verified the receipt of the same.

(b) Many of FMPA's real and other property interests are exempt from liens pursuant to Florida law. FMPA is aware of no liens that apply to the Equipment as of the date hereof. Buyer shall not permit any lien to attach to the Equipment, while it is still located at FMPA facility(ies), or FMPA's property, in any manner, as of the date hereof or after. If such a lien does attach to the Equipment while it is still located at FMPA facility(ies) or FMPA property, Buyer shall immediately, upon notice from FMPA, use its best efforts to resolve and remove such lien. If FMPA believes it is necessary for it to take action to resolve and remove any such lien, either in lieu of Buyer's actions or in addition to Buyer's actions, all costs and expenses incurred by FMPA in that effort, including reasonable attorney's fees and costs (including allocations for in-house counsel), cost of investigation, trial, alternative dispute resolution, cost of settlement, and/or appellate proceedings, are due to FMPA from Buyer within 15 days, upon an invoice to Buyer from FMPA, without withholding, netting, or set-off of any amount by Buyer.

5. **Indemnity of FMPA; Waiver**. (a) Buyer hereby agrees to indemnify, defend, and hold harmless FMPA from any and all liability caused by, arising out of, or related to any act or omission of Buyer and any act or omission of FMPA, including the negligence of either party, in the furtherance of this agreement and bill of sale, including at all times when Buyer or its employees, contractors, agents, or others under the direction or control of Buyer are present at FMPA's facility(ies). Notwithstanding the foregoing, nothing in this agreement and bill of sale is, nor may it be construed to be, a waiver of any rights or protections from liability afforded to FMPA by applicable Florida law, including, without limitation, section 768.28, Florida Statutes.

(b) Buyer hereby waives all claims and causes of action it has or may have, now and in the future, whether known, unknown, or inchoate, against FMPA or any FMPA

member electric utility that is in any way related to Buyer's purchase of the Equipment, including all actions of Buyer and FMPA related to such purchase of the Equipment and its removal from any of FMPA's facilities. Buyer hereby acknowledges that FMPA nevertheless reserves all rights to enforce this agreement and bill of sale and assert claims or causes of action against Buyer related hereto, without limitation.

6. **Governing Law and Venue; Enforcement**. (a) This agreement and bill of sale is governed by Florida law, without regard to any provision which may cause the law of another jurisdiction to apply. All controversies, claims or disputes arising out of or related to this agreement and bill of sale or the transactions contemplated hereby, shall be brought exclusively in the state or federal courts located in Leon County, Florida. In the event that FMPA is required to enforce this agreement and bill of sale by court proceedings or otherwise, FMPA shall be entitled to recover all fees and costs incurred, including reasonable attorney's fees and costs (including allocations for in-house counsel), cost of investigation, trial, alternative dispute resolution, cost of settlement, and/or appellate proceedings.

(b) Each of the parties hereto irrevocably waives its right to a jury trial with respect to any action or claim arising out of any dispute in connection with this agreement and bill of sale or the transactions contemplated hereby.

7. **Legally Binding Instrument**. Buyer acknowledges and represents that its undersigned authority is fully authorized and able to enter into this agreement and bill of sale with FMPA on behalf of Buyer, and that the undersigned has read this agreement and bill of sale, been afforded the opportunity to consult with legal counsel concerning the same, and is signing and delivering this agreement and bill of sale to affirm that this instrument is legally binding, in accord with its terms and conditions, upon Buyer and FMPA.

8. **All-Requirements Project Responsibility**. For FMPA, this agreement is a liability and obligation of the All-Requirements Power Supply Project only. No Buyer liability or obligation under this agreement and bill of sale inures to or binds any of the funds, accounts, monies, property, instruments, or rights of the Florida Municipal Power Agency generally or any of any other "project" of FMPA as that term is defined in the Interlocal Agreement Creating Florida Municipal Power Agency, as amended.

9. **General Provisions**. (a) The descriptive headings in this agreement and bill of sale are for convenience only and shall neither control nor affect the meaning or construction of any of the provisions of this agreement and bill of sale. No amendment to this agreement and bill of sale (including any amendment to this section) shall have any effect, legal or otherwise, nor be construed to have any such effect, unless agreed to in writing by the parties.

(b) This instrument shall constitute the final complete expression of this agreement and bill of sale between the parties relating to the subject matter hereof. No amendment to this agreement and bill of sale has any legal effect unless made in writing and

signed by both parties. Buyer may not assign this agreement and bill of sale. The respective rights and obligations of the parties hereunder shall survive any termination or expiration of this agreement and bill of sale to the extent necessary to provide for the intended preservation of such rights and obligations and to the extent that any performance is required following a termination or expiration of this agreement and bill of sale, including, without limitation, all indemnity and defense provisions. Without limiting the foregoing, section 1, 2, 3(b), 4, 5, and sections 6 through 9 shall expressly survive the termination or expiration of this Agreement.

(c) Wherever possible, each provision of this agreement and bill of sale is to be interpreted in such a manner as to be effective and valid under applicable law. Should any portion of this agreement and bill of sale be declared invalid for any reason, such declaration shall have no effect upon the remaining portions of this agreement and bill of sale. In the event any provision of this agreement and bill of sale is held by any tribunal of competent jurisdiction to be contrary to applicable law, the remaining provisions hereof remain in full force and effect.

(d) This agreement and bill of sale reflects the negotiated agreement of the parties. Accordingly, this agreement and bill of sale shall be construed as if the parties jointly prepared it, and no presumption against one party or the other shall govern the interpretation or construction of any of the provisions of this agreement and bill of sale.

(e) A default by Buyer under this agreement and bill of sale shall entitle FMPA to all remedies available at law or in equity.

(f) The schedule referenced herein is hereby deemed by the parties to be incorporated and made a part of this agreement and bill of sale, except that if there is any inconsistency between this agreement and bill of sale and the provisions of such schedule, the provisions of this agreement and bill of sale control. FMPA may issue the schedule to Buyer as the invoice to Buyer for the Sales Price and other requirements of Buyer's purchase of the Equipment. The parties may, from time to time, as agreed in writing, supplement or amend the description of the Equipment in this agreement and bill of sale and in the schedule to accurately and more fully reflect the description of Equipment that is being sold and conveyed hereunder.

(g) This agreement and bill of sale may be executed in counterparts, including both counterparts that are executed on paper and counterparts that are in the form of electronic records and are executed electronically. An electronic signature means any electronic sound, symbol, or process attached to or logically associated with a record and executed and adopted by a party with the intent to sign such record, including e-mail electronic signatures (including electronically imaged signatures provided by DocuSign, SignNow, or other such electronic signature providers). All executed counterparts shall constitute one agreement, and each counterpart shall be deemed an original. The parties hereby acknowledge and agree that electronic records and electronic signatures may be used in connection with the execution of this agreement and bill of sale and electronic signatures or signatures transmitted by electronic mail in

so-called .pdf format shall be legal and binding and shall have the same full force and effect as if a paper original of this agreement had been delivered and signed using a handwritten signature.

[*Signature Pages Follow*]

IN WITNESS WHEREOF, FMPA has caused these presents to be signed by its proper official and caused its official seal to be affixed hereto, this ____ day of _____, 2026.

Witness:

FLORIDA MUNICIPAL POWER AGENCY (ALL-REQUIREMENTS POWER PROJECT)

_____
Witness Signature

_____
Witness Printed Name

_____
Name:
Title:

_____

_____
Witness Post Office Address

[FMPA SEAL]

Witness:

_____
Witness Signature

_____
Witness Printed Name

_____

_____
Witness Post Office Address

ACKNOWLEDGEMENT FOR FMPA

State of Florida
County of _____

Before me, the undersigned authority, on this day appeared _____ [name], _____ [title] of the Florida Municipal Power Agency (All-Requirements Power Supply Project), a governmental legal entity created and existing pursuant to Florida law, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he/she executed the instrument for the purposes and consideration expressed in the instrument.

Given under my hand and seal of office on _____.

_____
Notary's Signature [Notary Seal]

IN WITNESS WHEREOF, Buyer has caused these presents to be signed by its proper official and caused its official seal to be affixed hereto, this ____ day of _____, 2026.

Witness:

_____
Witness Signature

_____
Witness Printed Name

_____

_____
Witness Post Office Address

Witness:

_____
Witness Signature

_____
Witness Printed Name

_____

_____
Witness Post Office Address

[LEGAL NAME OF BUYER]
[STREET ADDRESS]
[CITY, STATE, AND ZIP CODE]

_____
Name:
Title:

[CORPORATE SEAL]

ACKNOWLEDGEMENT FOR BUYER

State of _____
County of _____

Before me, the undersigned authority, on this day appeared _____ [name], _____ [title] of the [LEGAL NAME OF BUYER], a/an [ENTITY TYPE], known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he/she executed the instrument for the purposes and consideration expressed in the instrument.

Given under my hand and seal of office on _____.

_____
Notary's Signature [Notary Seal]

Schedule A
AGREEMENT AND BILL OF SALE
DESCRIPTION OF THE EQUIPMENT AND INVOICE

A. Description of Equipment: [INSERT GENERAL DESCRIPTION, INCLUDING PICTURES]

B. Sales Price: $_____

C. Location: [NAME AND ADDRESS OF FMPA FACILITY]

D. Contact Information: [NAME, ADDRESS, AND PHONE NUMBER FOR BUYER TO CONTACT]

_____
_____
_____
_____

E. Days and Times for Equipment Pick-Up or Removal:

F. Personnel Safety Equipment Required for Site Visitors:

G. Insurance Requirements, if any: If Buyer is notified by FMPA that insurance is required:

1. Buyer shall maintain commercial general liability insurance during its performance pursuant to this agreement and bill of sale covering any loss or liability, including the cost of defense of any action, for bodily injury, death, personal injury and broad form property damage which may arise out of the operations of Consultant. The policy shall provide a minimum limit of one million dollars ($1,000,000) per occurrence combined single limit and one million dollars ($1,000,000) aggregate combined single limit.

2. Buyer shall maintain automobile liability insurance during its performance pursuant to this agreement and bill of sale covering any loss or liability, including the cost of defense of any action, arising from the operation, maintenance or use of any vehicle to include owned, non-owned, and hired vehicles whether on or off of FMPA or FMPA member's premises. The policy shall provide a minimum limit of one million dollars ($1,000,000) per each accident. This insurance shall provide contractual liability covering all motor vehicles and mobile equipment to the extent coverage may be excluded from general liability insurance.

H. [INSERT WIRE OR OTHER PAYMENT INSTRUCTIONS]

I. [OTHER ITEMS?]