
**AGREEMENT FOR
PURCHASE AND
SALE OF
ELECTRICITY
FROM QUALIFYING
COGENERATION
OR SMALL POWER
PRODUCTION
FACILITIES**

Table of Contents

Contents

1.	DEFINITIONS.....	3
2.	PURCHASE AND SALE AGREEMENT	6
3.	TERM	6
4.	RESERVED.....	6
5.	CALCULATION OF CHARGES	6
6.	CONDITIONS SUBSEQUENT	6
7.	METERING AND TELECOMMUNICATIONS.....	6
8.	RESERVED	7
9.	POINT OF INTERCONNECTION.....	7
10.	TITLE	7
11.	BILLING AND PAYMENT.....	7
12.	ACCEPTABLE CREDITWORTHINESS AND PERFORMANCE SECURITY	7
13.	OPERATING REPRESENTATIVES.....	7
14.	NOTICES.....	8
15.	UNCONTROLLABLE FORCE	8
16.	HOLD HARMLESS	9
17.	EXCLUSION OF INCIDENTAL, CONSEQUENTIAL AND INDIRECT DAMAGES	9
18.	REPRESENTATIONS AND WARRANTIES.....	9
19.	DEFAULT	10
20.	REQUESTS FOR RECORDS AND CONFIDENTIALITY	11
21.	AUDIT RIGHTS.....	11
22.	INSURANCE.....	12
23.	RESERVED	12
24.	CHOICE OF LAW AND VENUE	12
25.	AMENDMENTS	12
26.	SUCCESSORS AND ASSIGNS	12
27.	APPROVALS	12
28.	NO PARTNERSHIP	12
29.	COSTS AND EXPENSES.....	13
30.	HEADINGS AND REFERENCES.....	13

31. INCORPORATION OF RECITALS.....	13
32. WAIVER	13
33. SEVERABILITY	13
34. INTEGRATION	13
EXHIBIT A - RATE SCHEDULES.....	15
EXHIBIT B – POINT OF INTERCONNECTION.....	17
EXHIBIT C – METERING	18
EXHIBIT D – ONE LINE DIAGRAM	19

**AGREEMENT FOR PURCHASE AND SALE OF ELECTRICITY
FROM QUALIFYING COGENERATION
OR SMALL POWER PRODUCTION FACILITIES
BETWEEN SEMINOLE ELECTRIC COOPERATIVE, INC
AND PINELLAS COUNTY, FLORIDA**

THIS AGREEMENT FOR PURCHASE AND SALE OF ELECTRICITY FROM QUALIFYING COGENERATION OR SMALL POWER PRODUCTION FACILITIES (this "Agreement") is made and entered into as of the Effective Date (as defined below), by and between **Seminole Electric Cooperative, Inc. ("Seminole" or "SECI")**, a rural electric cooperative corporation organized and existing under the laws of the State of Florida and authorized to do business in Florida, and **Pinellas County, Florida ("Seller" or "QF")**, a political subdivision of the State of Florida. Seminole and Seller will be referred to herein individually as a "Party" and collectively as the "Parties."

RECITALS:

WHEREAS, Seminole owns and operates an electric power system within the State of Florida and is engaged in generating, purchasing, and transmitting power; and

WHEREAS, Seminole desires to purchase generation from Qualifying Facilities to make such power available to the member systems in accordance with the terms and conditions set forth herein; and

WHEREAS, Seller intends to install and own a "qualifying cogeneration facility" or a "qualifying small power production facility" ("Qualifying Facility(ies)" or "QF") with associated Interconnection Facilities, as defined by Section 201 of the Public Utility Regulatory Policies Act of 1978, as amended ("PURPA"), and the regulations adopted thereunder by the Federal Energy Regulatory Commission ("FERC"), and the Seller desires to produce and sell electric power to Seminole; and

WHEREAS, Seller's QF is physically located at 3095 114th Ave. N., St. Petersburg, FL 33716, and has a maximum nameplate rating of 75 MW (the "Maximum Output"); and

WHEREAS, Seller agrees to sell and Seminole agrees to purchase the output subject to the terms and conditions herein at the Point of Interconnection.

NOW THEREFORE, for mutual consideration, the Parties agree as set forth below:

1. DEFINITIONS

For purposes of this Agreement and the Exhibits, all terms used herein with initial capital letters, and not otherwise textually defined, shall have the definitions ascribed to them in this Section 1:

"Acceptable Creditworthiness" shall have the meaning assigned to it in Section 14.

"Assurance Notice" shall have the meaning assigned to it in Section 14.

“Billing Period” shall mean a period of time, normally coinciding with a calendar month, during which delivered energy from the QF is measured for the purpose, among others, of rendering invoices to Seminole.

“Business Day” shall mean any day other than a Saturdays, Sunday, or a legal or bank holiday in the State of Florida.

“Capacity Factor” shall have the meaning assigned to it in Section 4.

“Capacity Rate” shall have the meaning assigned to it in Exhibit A, Rate Schedule QF-3, as may be adjusted pursuant to Section 5.

“Capacity Rate Penalty Factor” shall have the meaning assigned to it in Section 4.

“Commercial Date” shall have the meaning assigned to it in Section 9.

“Contract Year” shall mean the portion of the calendar year 2025 beginning with the Effective Date through the end of that calendar year and each calendar year thereafter except for the calendar year during which the expiration or termination date of this Agreement occurs, Contract Year shall mean the period commencing on the first day of such calendar year and ending on such expiration or termination date.

“Day” shall mean a calendar day excluding all United States government federal holidays.

“Delivered Power” shall have the meaning assigned to it in Section 2.

“Effective Date” shall mean the date of the last signature by the Parties indicating agreement by both Parties.

“Energy Rate” shall have the meaning assigned to it in Exhibit A.

“Exhibit(s)” shall mean Exhibits A through D to this Agreement as attached hereto and as may be amended from time to time.

“Good Utility Practice” shall mean any of the practices, methods and acts engaged in or approved by a significant portion of the electric utility industry during the relevant time period or any of the practices, methods and acts, which, in the exercise of reasonable judgment in light of the facts known at the time the decision was made, could have been expected to accomplish the desired result at a reasonable cost consistent with good business practices, reliability, safety and expedition. Good Utility Practice is not intended to be limited to the optimum practice, method or act to the exclusion of all others but rather to be acceptable practices, methods and acts generally accepted in the region over which the Florida Reliability Coordinating Council, or its successor, has authority.

“Governmental Body” shall mean any federal, state, local, municipal or other governmental regulatory or administrative agency, court, commission, department, board, or other governmental subdivision, legislative rulemaking board, tribunal, or other governmental authority having jurisdiction over the Parties, their respective facilities, or the respective services they provide, and exercising or entitled to exercise any administrative, executive, police or taxing authority or power;

provided, however, that such term does not include any of the Parties hereto.

“Initial Term” shall have the meaning set forth in Section 3.

“Letter of Credit” shall mean an irrevocable, non-transferable, standby letter of credit, issued by a major U.S. commercial bank or a U.S. branch office of a major commercial foreign bank, with a credit rating of at least "A-" by Standard & Poor's or "A3" by Moody's and having at least \$10,000,000,000 in total assets and capital surplus of at least \$1,000,000,000. For the avoidance of doubt, Letters of Credit issued on behalf of Seminole for the benefit of the Seller by either the National Rural Utilities Cooperative Finance Corporation or CoBank, ACB, shall satisfy the criteria in the preceding sentence. The form of the Letter of Credit and its issuer shall be reasonably acceptable to the Party in whose favor the Letter of Credit is issued. Costs of a Letter of Credit shall be borne by the applicant for such Letter of Credit.

“Maximum Output” shall have the meaning assigned to it above in the Recitals.

“Operating Representative” shall mean that person designated by each Party to act on its behalf as set forth in Section 15.

“Outage” shall mean a Scheduled Outage or an Unscheduled Outage and shall have the definitions assigned below:

“Performance Security” shall have the meaning assigned to it in Section 14.

“Point of Interconnection” shall mean that point where the QF is connected to the Member's system. All energy sold hereunder shall be delivered by Seller to the Point of Interconnection. The Point of Interconnection for the QF is further detailed in Exhibit B to this Agreement. Seller shall be responsible for all costs incurred before delivery of the energy to the Point of Interconnection. Seminole shall be responsible for any costs and scheduling requirements beyond the Point of Interconnection to deliver energy from the QF to its system.

“PURPA” shall have the meaning assigned to it in the above Recitals.

“Qualifying Facility(ies)” and **“QF”** shall have the meaning assigned to it in the Recitals.

“RUS” shall mean the Rural Utilities Service or its successor.

“Scheduled Outage” shall mean a planned interruption of the QF's energy production capability that affects Seller's ability to provide capacity and associated energy to Seminole under this Agreement. The timing of Scheduled Outages shall be mutually agreed upon by Seller and Seminole. If Seller is subject to Rate Schedule QF-3 in Exhibit A, then Seller shall make commercially reasonable efforts to avoid a Scheduled Outage during the periods from January 1 through March 15, May 15 through September 30, or December 15 through December 31.

“Uncontrollable Force” shall have the meaning set forth in Section 17.

“Unscheduled Outage” shall mean any interruption of or reduction in the production capability of the QF that affects Seller's ability to provide capacity and associated energy to Seminole under this Agreement and that is not a Scheduled Outage.

2. PURCHASE AND SALE AGREEMENT

2.1 Subject to the applicable Rate Schedule QF identified in Section 2.2, Seminole agrees to purchase the excess net energy output as delivered from the QF and received by Seminole, and Seller agrees to deliver at the Point(s) of Interconnection and sell energy from the QF solely to Seminole for the Term of this Agreement.

2.2 The energy delivered by the Seller and purchased by Seminole shall be metered and paid for as set forth in Rate Schedule QF-2 in Exhibit A. Each month Seminole shall determine the amount of electricity (measured in megawatt-hours rounded to two decimal places) delivered by the Seller to the Point of Interconnection ("Delivered Power") and shall then compute the net due to the Seller pursuant to Section 5.

3. TERM

3.1 This Agreement shall commence on the Effective Date and shall remain in full force and effect for 1 year ("Initial Term") and shall automatically be extended for successive one-year periods thereafter, unless earlier terminated hereunder.

3.2 Either Party may terminate this Agreement at the expiration of the Initial Term or of any extended term by providing the other Party notice in writing at least six (6) months prior to the expiration of the Initial Term or of the extended term, as applicable. Termination shall not affect any rights or obligations accrued prior to such termination or any other right or obligation which, pursuant to the terms of this Agreement, survives termination. Irrespective of the time of termination of this Agreement, any sums due hereunder shall become immediately due and payable. The termination rights specified herein are in addition to the termination rights set forth elsewhere in this Agreement.

4. RESERVED

5. CALCULATION OF CHARGES

The energy billing charge for any Billing Period shall be the product of the Delivered Power during such Billing Period times the Energy Rate. For Sellers subject to Rate Schedule QF-2 or Rate Schedule QF-3, the applicable calculation will be conducted hourly in accordance with those schedules.

6. CONDITIONS SUBSEQUENT

6.1 Seller's Conditions Subsequent. Within five (5) of the Effective Date, Seller shall provide Seminole with evidence of its QF status under 18 C.F.R. § 292.207, or any successor thereto.

6.2 Seller shall maintain records regarding all maintenance and operation of the QF and its continued qualification as a QF, and shall, upon reasonable prior notice, make those records available for inspection by Seminole and/or the Member during regular business hours. The obligation of Seller to retain such records shall extend for a minimum seven (7) years beyond the expiration date of this Agreement.

7. METERING AND TELECOMMUNICATIONS

Both Parties may use agents to act on behalf of each entity for scheduling and tagging of energy from the QF. Seminole is using The Energy Authority (TEA) as an agent for real time trading and scheduling matters, and the Seller is using Rainbow Energy Marketing Corporation. Seller shall provide Seminole with at least thirty (30) days advance written notice of an agent change in order to provide for an effective transition of tagging and scheduling activities. Electronic tagging (E-tag) shall be utilized by Seller or its agent to schedule energy for delivery to Seminole's designated balancing area.

8. RESERVED

9. POINT OF INTERCONNECTION

Seminole and Seller's QF do not have any facilities with any Point of Interconnection.

10. TITLE

Delivery of energy shall be deemed completed at the Point of Interconnection upon receipt by Seminole, and title to such energy produced by the QF shall pass to Seminole upon such delivery. Seller warrants that the energy delivered by Seller shall be free and clear of all liens, claims and encumbrances at the Point of Interconnection.

11. BILLING AND PAYMENT

Seminole shall provide to Seller as soon as reasonably practical following the end of each calendar month, but in no event later than the fifth (5th) Business Day of the ensuing month, a statement showing Delivered Power from the QF during the previous calendar month and a computation of the estimated payment due to Seller in accordance with Section 5. Within three (3) Business Days of the receipt of such statement, Seller will render an invoice to Seminole for the previous calendar month. Payments are due within thirty (30) days of the end of the previous month. In the event the day on which payment is due falls on a non-Business Day, the due date shall be the next Business Day. Payments shall be made by draft or electronic transfer to an address or account to be designated by Seller. Payments shall be deemed paid as of the date credited to Seller's account. Payments paid subsequent to the due date shall be deemed delinquent and shall accrue interest at the late payment rate (i.e., the interest rate shall be calculated in accordance with the methodology set forth in the Federal Energy Regulatory Commission's ("FERC's") regulations at 18 C.F.R. §35.19a(a), or any successor thereto). Contested billings shall bear a similar amount of interest due to the prevailing Party upon payment or refund of the contested amount. Seminole and Seller may net out payment obligations each may have to the other under this Agreement.

12. ACCEPTABLE CREDITWORTHINESS AND PERFORMANCE SECURITY

The Parties shall not be required to maintain Acceptable Creditworthiness during the Term of this Agreement since Seller elected to sell energy to Seminole under Rate Schedule QF-2 in Exhibit A.

13. OPERATING REPRESENTATIVES

13.1 Each Party hereby establishes an Operating Representative to secure effective coordination and to deal on a prompt and orderly basis with the various operating and technical problems which

may arise in conjunction with the delivery of power, billings and payments, and coordination of operations and maintenance. Each Party, by written notice to the other Party provided no later than ten (10) days after the Effective Date, shall designate an Operating Representative who is authorized to act on its behalf.

13.2 The establishment of any procedure or practice or any other action or determination by the Operating Representatives shall be in writing and be effective when signed by the Operating Representative of each of the Parties. The Operating Representatives of the Parties shall have no authority to modify any provision of this Agreement. The Operating Representatives will work together to develop procedures for operations, metering, etc., for the QF in advance of any delivery of energy under this Agreement.

14. NOTICES

14.1 All notices and other communication between the parties shall be in writing. The Parties shall provide all notices and communications between the Parties by personal delivery, a nationally recognized next day courier service, first class registered or certified mail, postage prepaid, or electronic mail to the Party's address specified in this Agreement. A notice provided pursuant to this Agreement shall be effective on the other Party's receipt of it, or if mailed, on the earlier of the other Party's receipt of it on the fifth (5th) Business Day after mailing it. Notices may be provided by email but shall not be deemed received until such receiving Party acknowledges receipt of the e-mail notice.

14.1.1 If to Seller: Pinellas County Solid Waste Department
Department Director
3095 114th Ave. N.
St. Petersburg, FL 33716
psacco@pinellas.gov

14.1.2 If to Seminole: Seminole Electric Cooperative, Inc.
Attn: Power Marketing Department
16313 N. Dale Mabry Hwy
Tampa, FL 33618
PowerMarketing@seminole-electric.com

14.2 The designation of the person to be notified or the address of said person may be changed at any time by similar notice.

15. UNCONTROLLABLE FORCE

No Party shall be considered to be in default of any of its obligations under this Agreement, except to make payments as specified herein, when a failure of performance shall be due to an Uncontrollable Force. The term "Uncontrollable Force" means any cause beyond the reasonable control of the Party affected, which causes are limited to such circumstances as flood, earthquake, storm, fire, lightning, epidemic, war, riot, civil disturbance or disobedience, labor dispute, labor or material shortage, loss or suspension of transmission system, insufficiency or unavailability of fuel

not due to fault of Seller, sabotage, restraint by court or public authority, action or non-action by, or inability to obtain the necessary authorizations or approvals from, any governmental agency or authority, which by exercise of due diligence such Party could not reasonably have been expected to avoid and which by exercise of due diligence it shall be unable to overcome. Changes in market conditions shall not constitute an Uncontrollable Force, nor shall an Unscheduled Outage constitute an Uncontrollable Force event unless the Unscheduled Outage is caused by an Uncontrollable Force. Nothing contained herein shall be construed to require a Party to settle any strike or labor dispute in which it is involved. A Party rendered unable to fulfill any obligation under this Agreement by reason of Uncontrollable Force shall give prompt written notice of such fact to the other Party, indicating the nature, scope and expected duration of the event, and shall exercise due diligence to remove such inability with all reasonable dispatch.

16. HOLD HARMLESS

Each party agrees to be responsible for its own negligence and that of its employees and agents, subject to any limitations on liability established by law, including the provisions of Fla. Stat. 768.28. Nothing contained herein will be construed as a waiver of any immunity or limitation of liability either party may have under the doctrine of sovereign immunity or Fla. Stat. 768.28, or as consent to be sued by third parties.

17. EXCLUSION OF INCIDENTAL, CONSEQUENTIAL AND INDIRECT DAMAGES

Neither Party shall be liable to the other for incidental, consequential or indirect damages, including, but not limited to, the cost of replacement power, whether arising in contract, tort, or otherwise.

18. REPRESENTATIONS AND WARRANTIES

18.1 As a material inducement to enter into this Agreement, each Party represents and warrants to the other Party that as of the Effective Date of the Agreement, subject to the conditions subsequent provided for above in Section 6:

18.1.1 It is duly organized, validly existing and in good standing under the laws of the jurisdiction of its formation and has all requisite power and authority to enter into this Agreement and consummate the transactions contemplated herein;

18.1.2 It has all regulatory authorizations necessary for it to legally perform its obligations hereunder or will obtain such authorizations prior to the time that performance by such Party becomes due;

18.1.3 The execution, delivery, and performance of this Agreement will not conflict with or violate any rule, statute or regulation of any court, agency, or regulatory body, or any contract, agreement or arrangement to which it is a party or by which it is otherwise bound;

18.1.4 This Agreement constitutes a legal, valid, and binding obligation of such Party enforceable against it in accordance with its terms, and each Party has all rights such that it can and will perform its obligations to the other Party in conformance with the terms and conditions of this Agreement, subject to bankruptcy, insolvency, reorganization and other laws affecting creditor's rights generally and general principles of equity;

18.1.5 It has negotiated and entered into this Agreement in the ordinary course of its respective business, in good faith, for fair consideration on an arm's-length basis;

18.1.6 It is not bankrupt and there are no proceedings pending or being contemplated by it, or, to its knowledge, threatened against it which would result in it being or becoming bankrupt; and

18.1.7 There are no pending, or to its knowledge, threatened legal proceedings against it that could materially adversely affect its ability to perform its obligations under this Agreement.

18.1.8 Further, Seller warrants that the energy delivered by it hereunder shall be free and clear of all liens, claims and encumbrances at the Point of Interconnection.

18.2 EXCEPT AS PROVIDED HEREIN, THE PARTIES MAKE NO OTHER REPRESENTATIONS, WARRANTIES OR GUARANTEES, EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, RELATING TO THEIR PERFORMANCE OR OBLIGATIONS UNDER THIS AGREEMENT, AND EACH PARTY DISCLAIMS ANY IMPLIED WARRANTIES OR WARRANTIES IMPOSED BY LAW INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

19. DEFAULT

19.1 Each of the following shall constitute an "Event of Default" under this Agreement:

19.1.1 The failure of either Party to make any payment to the other Party as required by this Agreement within thirty (30) days of the date when such payment became due and payable, and such failure to pay is not remedied within three (3) Business Days after written notice.

19.1.2 The failure of Seller to maintain its QF status under 18 C.F.R. Section 292.207 (or any successor thereto during the term of this Agreement).

19.1.3 The failure of Seller to meet the terms of the Interconnection Agreement during the term of this Agreement.

19.1.4 The failure by either Party to perform any material obligation set forth in this Agreement (other than the events that are specifically designated in this Section 21.1 as Events of Default).

19.1.5 The insolvency or bankruptcy of a Party or its inability or admission in writing of its inability to pay its debts as they mature, or the making of a general assignment for the benefit of, or entry into any contract or arrangement with, its creditors other than Seller's or Seminole's secured creditors or mortgagee(s), as the case may be.

19.1.6 The application for, or consent (by admission of material allegations of a petition or otherwise) to, the appointment of a receiver, trustee or liquidator for any part or for all or substantially all of its assets, or its authorization of such application or consent, or the commencement of any proceedings seeking such appointment against it without such authorization, consent or application, which proceedings continue for a period of sixty (60) days without dismissal

or stay.

19.1.7 The authorization or filing by any Party of a voluntary petition in bankruptcy or application for or consent (by admission of material allegations of a petition or otherwise) to the application of any bankruptcy, reorganization, readjustment of debt, insolvency, dissolution, liquidation or other similar law of any jurisdiction or the institution of such proceedings against any Party without such authorization, application or consent, which proceedings continue for sixty (60) days without dismissal or stay or which result in adjudication of bankruptcy or insolvency within such time.

19.1.8 Any representation or warranty made by a Party in this Agreement shall prove to have been false in any material respect when made.

19.1.9 The failure by either Party to carry the necessary Performance Security pursuant to this Agreement.

19.2 Cure Period for Certain Events of Default. When an Event of Default occurs under this Agreement, the non-defaulting Party will give the defaulting Party written notice of the Event of Default and an opportunity to remedy and cure the Event of Default. If the Event of Default is not cured within thirty (30) days from the date of the notice or other mutually agreed upon time, the non-defaulting Party shall have all the rights it may have at law or in equity, including the right to terminate this Agreement. This Section does not apply to the Events of Default set forth in Sections 19.1.

19.3 Rights and Remedies. The non-defaulting Party shall have the right to immediately terminate this Agreement upon the occurrence of an Event of Default specified in Section 19.1 of this Agreement. In addition, the non-defaulting Party may also exercise any rights or remedies available at law or in equity. No delay or failure on the part of a non-defaulting Party to exercise any right or remedy to which it may become entitled on account of an Event of Default shall constitute an abandonment of any such right, and the non-defaulting Party shall be entitled to exercise such right or remedy at any time during the continuance of an Event of Default notwithstanding any delay in enforcing such right. No waiver of any Event of Default shall constitute a waiver of any later Event of Default; all such waivers shall be in writing and shall in no circumstance be deemed effective unless such waiver is made in writing. All of the remedies and other provisions of this Section shall be without prejudice and in addition to any right of setoff, recoupment, combination of accounts, lien, or other right to which any Party is at any time otherwise entitled, whether by operation of law or in equity, under contract, or otherwise.

20. REQUESTS FOR RECORDS AND CONFIDENTIALITY

Seller shall promptly furnish Seminole with copies of such records and other information relating to the Interconnection Facilities or the operation of the QF as may be reasonably requested by Seminole from time to time pursuant to this Agreement.

21. AUDIT RIGHTS

21.1 The Parties shall maintain accurate records and books of account in accordance with generally accepted accounting principles and consistent with this Agreement. Said books and

records shall include, and present fairly, all metering data utilized, either directly or indirectly, in computing any charges or payments to the other Party under this Agreement.

21.2 Upon thirty (30) days' written notice, each Party shall afford the other Party or its independent auditors' reasonable access to the relevant records and books of account during the term of this Agreement, and for a period of seven (7) years thereafter. The Parties shall make every reasonable effort to obtain information from major subcontractors and suppliers requested in connection with such access to the records and books of account, at the requesting Party's expense, relating to the metering of the generating facility.

22. INSURANCE

The QF interconnects with Duke Energy Florida (DEF) and agrees that it meets the requisite insurance requirements to interconnect pursuant to its interconnection agreement with DEF. Since the QF doesn't interconnect with Seminole's facilities, the QF is not required to meet Seminole's insurance requirements for interconnection.

23. RESERVED

24. CHOICE OF LAW AND VENUE

This Agreement and all suits, claims, actions, causes of action or other legal proceedings arising out of or relating to this Agreement shall be construed in accordance with the laws of Florida, and venue for any and all suits, claims, actions, mediations, arbitrations, causes of actions or other legal proceedings arising out of or relating to this Agreement, whether sounding in contract, in tort or otherwise, shall lie in Hillsborough County, Florida.

25. AMENDMENTS

This Agreement may be amended, changed, modified or altered, provided that such amendment, change, modification or alteration shall be in writing and signed by the duly authorized representative of each Party.

26. SUCCESSORS AND ASSIGNS

A Party may not assign its rights or delegate its duties under this Agreement without the written consent of the other Party, which consent shall not be unreasonably withheld or delayed.

27. APPROVALS

Each Party hereto shall use its reasonable best efforts and shall cooperate with the other to obtain from all applicable state and federal authorities all authorizations, approvals, and orders to the extent required by law in order to enable it to validly enter into this Agreement and to perform all of its obligations herein.

28. NO PARTNERSHIP

Nothing in this Agreement shall be treated as creating a partnership or joint venture between either of the Parties under the laws of any applicable jurisdiction, and, except as specifically provided in

this Agreement, no Party may act or have any authority to act as agent of or in any way bind or commit the other Party to any obligation.

29. COSTS AND EXPENSES

Each Party shall bear and is responsible for its own costs (including, without limitation, attorney's fees) in connection with the negotiation, preparation, execution, completion and carrying into effect of this Agreement. In any mediation, arbitration, or litigation, including appellate proceedings, arising out of or relating to this Agreement, the prevailing Party shall be entitled to recover reasonable attorney's fees and costs.

30. HEADINGS AND REFERENCES

All titles, subject headings, and similar items are provided for the purpose of reference and convenience and are not intended to affect the meaning of the contents or scope of this Agreement. All references herein to articles, sections, exhibits, paragraphs and the like shall be deemed references to articles, sections, exhibits, paragraphs and the like in this Agreement unless the text indicates otherwise.

31. INCORPORATION OF RECITALS.

The recitals set forth above in this Agreement are true and accurate. By this reference, the recitals are incorporated into and deemed a part of this Agreement.

32. WAIVER

Any waiver at any time by either Party of its rights with respect to this Agreement, including a default hereunder, or with respect to any other matter arising in connection with this Agreement, shall be deemed a waiver of that specific instance only and shall not be deemed a waiver with respect to any other matter arising in connection with this Agreement.

33. SEVERABILITY

If any provision or portion of this Agreement shall for any reason be held or adjudged to be invalid or illegal or unenforceable by any court of competent jurisdiction or other Governmental Body, such portion or provision shall be deemed separate and independent. The Parties shall negotiate in good faith to restore insofar as practicable the benefits to each Party that were affected by such ruling. The remainder of this Agreement shall remain in full force and effect as if this Agreement had been executed without the invalid or unenforceable provision.

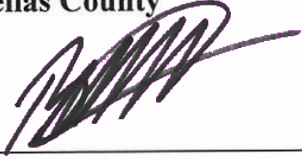
34. INTEGRATION

The terms and provisions contained in this Agreement (including the Exhibits) constitute the entire agreement between the Parties. This Agreement supersedes all previous communications and representations, either oral or written, between the Parties with respect to the subject matter of this Agreement.

(Signature Page Follows)

IN WITNESS WHEREOF, this Agreement shall be effective (the "Effective Date") on the last signature date set forth below indicating agreement by both Parties.

Pinellas County

By: 
Brian Scott

Title: Chair, Board of County Commissioners

Date: August 5, 2025

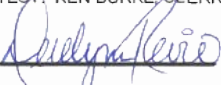
Seminole Electric Cooperative, Inc.

By: 
Lisa Johnson

Title: CEO & General Manager

Date: 6-14-25

ATTEST: KEN BURKE, CLERK

By: 



APPROVED AS TO FORM

By: Miles Belknap
Office of the County Attorney

EXHIBIT A - RATE SCHEDULES

Rate Schedule QF-2

Standard Rate for Purchase of As-Available Energy

Energy from Qualifying Facilities Greater Than 100 Kilowatts

I. Availability:

Seminole will purchase the electricity generated and delivered to it from any Qualifying Facility greater than 100 kW under the provisions of this Rate Schedule QF-2.

II. Applicable:

To sales from any cogeneration or small power production Qualifying Facility with a capacity greater than 100 kilowatts, producing energy for sale to Seminole on an as-available basis. As-Available Energy is defined as energy produced and sold from a Qualifying Facility on an hour-by-hour basis for which contractual commitments as to the time, quantity, or reliability of delivery are not required. Criteria for achieving Qualifying Facility status shall be as defined by Section 201 of the Public Utility Regulatory Policies Act of 1978, as amended, and regulations adopted thereunder.

III. Limitation of Service:

All service pursuant to this schedule is limited to those Sellers, which have executed an "Agreement for Purchase and Sale of Electricity from Qualifying Cogeneration or Small Power Production Facilities" and is subject to the terms and conditions of said Agreement.

IV. Rates for Purchases by Seminole:

a. Capacity Rate

There will be no capacity payments to Seller under this Rate Schedule QF-2.

b. Energy Rate

As-Available Energy is purchased at a unit cost, in cents per kilowatt-hour (¢/kWh), based on Seminole's actual hourly Avoided Energy Costs. Avoided Energy Costs (expressed in

¢/kWh) shall be defined as the decremental fuel costs and/or the decremental purchased power costs and identifiable operation and maintenance expenses that Seminole avoids by purchasing energy from the Qualifying Facility. When opportunity transactions take place, Seminole's decremental costs are calculated after the purchase or before the sale of the opportunity transaction.

c. Negotiated Rates

Upon agreement by Seminole and Seller, an alternate contract rate for the purchase of As-Available Energy may be separately negotiated.

d. Monthly Payments

Monthly payments for As-Available Energy shall be based on the sum, over all hours of the Billing Period, of the product of each hour's Avoided Energy Cost times the quantity of Delivered Power received by Seminole at the Point of Interconnection for that hour.

All sales shall be adjusted for losses from the point of metering to the Point of Interconnection.

Monthly payments calculated above shall be adjusted by any additional costs incurred by Seminole as a result of the purchase from the Qualifying Facility.

V. Metering:

As described further in Section 8 of the Agreement, hourly recording meters shall be required for all Qualifying Facilities selling under this Schedule QF-3.

VI. Terms of Service:

- a. It shall be the Seller's responsibility to inform Seminole of any change in its electric generation capability.
- b. Any electric service delivered by any utility to the Qualifying Facility shall be metered separately and billed under a separate agreement and applicable rate schedule.

EXHIBIT B – POINT OF INTERCONNECTION

EXHIBIT C – METERING

Metering Equipment:

EXHIBIT D – ONE LINE DIAGRAM