

Legislative File #170877

RESTATED AND AMENDED ELECTRIC ADVANCE AGREEMENT

This Restated and Amended Electric Advance Agreement (this “Agreement”), dated as of _____ 1, 2018 is by and among JEA, a public body corporate and politic created under the laws of the State of Florida, Municipal Electric Authority of Georgia, a public corporation and instrumentality of the State of Georgia (“MEAG Power”), South Carolina Public Service Authority, a body corporate and politic created by the laws of the State of South Carolina (“Santee Cooper”), Nebraska Public Power District, a public corporation and political subdivision of the State of Nebraska (“NPPD”), American Municipal Power, Inc. (“AMP”), the City of Gainesville, Florida, a Florida municipal corporation doing business as Gainesville Regional Utilities (“GRU”), City Utilities of Springfield, Missouri, a component unit of the City of Springfield, Missouri (“City Utilities”; together with JEA, MEAG Power, Santee Cooper, NPPD, AMP, GRU, Public Utility District No. 1 of Cowlitz County, Washington and any future entity which is admitted as a member of TEA and executes this Agreement (a “Future Member”), collectively, the “Members” and, individually, a “Member”) and The Energy Authority, Inc., a Georgia nonprofit corporation (“TEA”).

RECITALS

WHEREAS, the parties (other than any Future Members) hereto have executed and delivered that certain Restated and Amended Advance Agreement dated as of January 1, 2005 (the “Original Agreement”) and desire to amend the Original Agreement, and

WHEREAS, the parties hereto have executed and delivered that certain Restated and Amended Operating Agreement dated as of October 3, 2017 (the “Operating Agreement”), and

WHEREAS, TEA finds it necessary to supplement its credit support to trade as a power marketer and to modify the form of the Guaranty (as defined below) by the MISO Addendum to Trade Guaranty Agreement (the “MISO Addendum”) set forth in Annex 4 hereto, and the parties agree to amend the Original Agreement, and

WHEREAS, TEA finds it necessary to supplement its credit support to trade as a power marketer and to modify the form of the Trade Guaranty provided to Southwest Power Pool, Inc. (“SPP”), and

WHEREAS, TEA finds it necessary to supplement its credit support in order to obtain a revolving line of credit for working capital purposes.

NOW, THEREFORE, in consideration of the premises and the mutual promises contained herein, the parties hereto agree as follows.

Section 1. Operating Agreement. The Operating Agreement shall remain in full force and effect in accordance with its terms and nothing herein shall amend the terms of the Operating Agreement.

Section 2. Supersession of Original Agreement. This Agreement supersedes the Original Agreement. Nonetheless, any Trade Guaranties (as defined below) as to which

Beneficiary Designation Schedules (as described in the Trade Guaranty) have been issued and remain in effect shall remain in full force and effect.

Section 3. Advance. Each of the Members shall make an advance (the "Advance") in one or more installments to TEA of \$28,928,571.43 in the case of LPPS Members and \$9,642,857.14 in the case of MPPS Members upon receipt of a written request therefor of TEA's president or vice president for finance and administration. Each Advance shall be made in the form of the delivery to TEA of a guaranty in the form attached hereto as Annex 1 (the "Trade Guaranty") or Annex 2 (the "Bank Guaranty," together with the Trade Guaranty, collectively, the "Guaranty") or both or in such revised forms as may be agreed to by the parties hereto. The Advance from each Member or any part thereof shall be provided by each Member to TEA (in the form of the Trade Guaranty or the Bank Guaranty, or a combination thereof, as requested by TEA from time to time) upon five business days' written notice being provided to each Member. The amount of the Advance from each Member shall be identical in the case of LPPS Members and one third of the Advance given by LPPS Members, in the case of MPPS Members, and the division of each Advance between the Trade Guaranty and Bank Guaranty shall be identical among all of the LPPS Members and one third of such amount in the case of MPPS Members. TEA shall not execute Beneficiary Designation Schedules which are in effect from time to time with respect to the Trade Guaranty which in the aggregate, together with the Face Amount (as defined herein) of the Bank Guaranty from time to time in effect, exceed \$28,928,571.43 for each LPPS Member and \$9,642,857.14 for each MPPS Member. The "Face Amount" of the Bank Guaranty shall mean the sum of (i) the maximum amount of letters of credit which a bank is committed to issue pursuant to the terms of a letter of credit and reimbursement agreement plus (ii) the total amount of any revolving line of credit to such bank, such difference then being multiplied by the proportionate share which the Member obligates itself to guarantee pursuant to the terms of the Bank Guaranty. No member shall be permitted to terminate its Guaranty prior to the effective date of the termination of its membership in TEA or its withdrawal as a member of TEA.

Section 4. Form of Advance. Upon five business days' written notice from TEA to each Member, the form of Advance may be changed, in whole or in part, (a) from the Trade Guaranty to the Bank Guaranty or (b) from the Bank Guaranty to the Trade Guaranty; *provided, however,* that no change from the Trade Guaranty to the Bank Guaranty or from the Bank Guaranty to the Trade Guaranty may be made if the result thereof is to reduce the amount of the Trade Guaranty to below the aggregate amount of guaranteed amounts indicated on the Beneficiary Designation Schedules with respect thereto at the time in effect or to reduce the Bank Guaranty below the amount required by the related reimbursement agreement. Such change shall be effected by TEA's (i) verifying the outstanding Beneficiary Designation Schedules then in effect relating to the Trade Guaranty and the Face Amount of the Bank Guaranty so as to confirm that the \$28,928,571.43 or \$9,642,857.14 aggregate limit per Member (depending on the class of Member) for Guaranty is not exceeded, and (iii) providing the written consent of the bank to which the Bank Guaranty has been given of any adjustment to the amount thereof. In no case shall the total amount of the Advance, whether in the form of the Trade Guaranty or the Bank Guaranty, or both, exceed \$28,928,571.43 or \$9,642,857.14 from each Member (depending on the class of Member), computed as to the Bank Guaranty by the Face Amount thereof. Changes in the authorized maximum amount of the Trade Guaranty for each

Member, as determined in accordance with the provisions of this Agreement, shall be evidenced by written notice from each Member to TEA reciting the then authorized maximum amount of such Member's Trade Guaranty. Changes in the authorized maximum amount of the Bank Guaranty for each member as determined in accordance with the provisions of this Agreement, shall be evidenced by the execution and delivery of a new instrument constituting the Bank Guaranty from each member, including the bank's (to which the Bank Guaranty has been given) written consent. Furthermore, in no case shall the aggregate amount of that portion of the Advance which is in the form of the Bank Guaranty (computed by the Face Amount thereof) exceed \$13,166,666.67 or, in the case of a MPPS Member, \$4,388,888.89 unless the Trade Guaranty and all then existing Beneficiary Designation Schedules thereunder, with the written consent of all beneficiaries thereunder, are amended to reduce the Guaranty Limit stated therein to an amount which, when added to any proposed revisions of the Face Amount of the Bank Guaranty does not exceed \$28,928,571.43 or, in the case of a MPPS Member, \$9,642,857.14.

Section 5. Loan Agreement. TEA agrees not to consent to any amendments, modifications or renewals of the Letter of Credit and Loan Agreement between it and the Bank to which the Bank Guaranty has been given which results in a material adverse change from the perspective of TEA or the Guarantors in the terms of such Letter of Credit and Loan Agreement without the receipt of the written consent of all LPPS Members and a majority of all Members and each affected guarantor.

Section 6. Repayment and Equalization of Advances. Repayment of Advances for which any Member has paid under its Guaranty shall be made ratably to each Member from available revenues of TEA (on a parity with repayment of "Advances" under that certain Amended and Restated Natural Gas Advance Agreement dated as of December 1, 2013 among TEA and its members which are participating in its natural gas trading operation, as amended) after provision shall be made for payment in full of TEA's other creditors and after TEA sets aside an amount reasonably required for working capital based on historic levels of working capital maintained. If any Member has paid under its Guaranty, the Members shall promptly communicate among themselves and effect contribution and payments among themselves so that any amounts paid under any Guaranty shall be borne ratably among the Members in proportion to their respective membership interests in TEA. Notwithstanding any provision of this Section 6 to the contrary, if a Member has paid under its Guaranty due to (i) a payment or performance default by a Member in a transaction with TEA, the non-defaulting Members shall not be required to make any contribution or payment as provided for herein to such defaulting Member, or (ii) attorney's fees and other costs incurred by the beneficiary of the Guaranty to enforce the Guaranty against a defaulting Member which fees and other costs are being recovered by such beneficiary, the other non-defaulting Members shall not be required to make any contribution or payment relating to such attorney's fees and other costs to such defaulting Member.

Section 7. Use of Advances. The Advances shall be used by TEA solely for the purpose of facilitating trading activities for electric capacity, energy or related transmission as approved by TEA's board of directors and in which TEA is not involved as agent and may also be used for working capital purposes. In no case shall any of the Advances be used by TEA for the purpose of supporting, facilitating or otherwise for transactions or trading activities for natural gas.

Section 8. Future Members. Future Members shall be bound by the terms of this Agreement by executing an instrument substantially in the form of Annex 3 attached hereto and made a part hereof; such instrument shall also be executed by TEA evidencing its approval. Upon the execution and delivery by any Future Member of an instrument substantially similar to Annex 3, together with the approval thereof by TEA; and upon the execution and delivery by any Future Member of the Trade Guaranty and the Bank Guaranty (to the extent such guaranties are in effect), such Future Member shall be deemed a party to this Agreement.

Section 9. Withdrawing Members and Members to be Terminated. Subject to and except as provided in the provisions of the form of MISO Addendum to Trade Guaranty Agreement contained in Annex 4 hereto, TEA shall notify all counterparties to whom a Trade Guaranty has been given that a guarantor under the Trade Guaranty is, effective the withdrawal date or the termination date, no longer a guarantor under the Trade Guaranty as to transactions which have not been entered into as of such date. TEA shall promptly notify the bank to which the Bank Guaranty has been given of the impending withdrawal or termination of the applicable Member and shall use its best efforts to obtain from such bank its agreement to release such member from the Bank Guaranty as to all transactions which have been entered into on and after the withdrawal or termination date. To the extent that TEA is unsuccessful in obtaining such release from such bank, TEA will take the steps necessary to issue to such Member which has withdrawn or has been terminated on the effective date of such withdrawal or termination a Trade Guaranty in an amount equivalent to the Face Amount of the Bank Guaranty of such withdrawn or terminated Member. Unless otherwise agreed to by TEA, the withdrawn or terminated Member shall remain liable on all Guaranties relating to all transactions entered into prior to the effective date of its withdrawal from TEA. To the extent the withdrawn or terminated Member is required to pay on any Guaranty after the date of its withdrawal, it shall be entitled to the benefits of this Agreement as to equalization of Advances and contribution and payments among the Members as provided in Section 5 hereof. It shall also be entitled to all rights of subrogation to which the Member which paid on the Guaranty enjoys, subject to the provisions of this Agreement and the Bylaws of TEA. A withdrawn or terminated Member shall not be entitled to be repaid by TEA for any amounts paid under any Guaranty prior to the other Members' having been repaid by TEA, without the approval of the board of directors of TEA.

Section 10. MISO Addendum Undertakings. TEA agrees with respect to the Trade Guaranty provided to the Midcontinent Independent System Operator, Inc. ("MISO") as amended by the MISO Addendum as follows:

(a) With respect to a proposal that an additional guarantor be added to such Trade Guaranty under the MISO Addendum to which MISO shall have timely objected in accordance with Paragraph 5 (as amended by the MISO Addendum) of such Trade Guaranty, unless TEA shall have otherwise made arrangements for such additional guarantor to be added to such Trade Guaranty, TEA upon the request of any one or more of the guarantors under such Trade Guaranty shall proceed with all dispatch to obtain the withdrawal or termination of such Trade Guaranty in accordance with the terms of Paragraph 7 (as amended by the MISO Addendum) thereof.

(b) Upon notification by MISO pursuant to Paragraph 5 (as amended by the MISO Addendum) of such Trade Guaranty that one or more guarantors thereunder have become

uncreditworthy, TEA shall use its best commercial efforts to provide Financial Security (used herein as defined for purposes of the MISO Addendum), such as a letter of credit qualified under the MISO Addendum, in accordance with Paragraph 5 (as amended by the MISO Addendum) of such Trade Guaranty. In the event TEA is not able to comply in providing such Financial Security, unless it shall then proceed to cure such violation and become entitled to participate in MISO's services, TEA shall proceed with all dispatch to obtain the withdrawal or termination of such Trade Guaranty in accordance with Paragraph 7 (as amended by the MISO Addendum) thereof.

(c) Upon request of the guarantors that such Trade Guaranty be withdrawn or terminated, TEA shall proceed with all dispatch to obtain the withdrawal or termination of such Trade Guaranty in accordance with Paragraph 7 (as amended by the MISO Addendum) thereof. In the event that one or more of the guarantors under such Trade Guaranty shall request the withdrawal or release of the obligation of such guarantor(s) under the Trade Guaranty, TEA shall use its best commercial efforts to provide Financial Security (including a letter of credit qualified as provided in the MISO Addendum), as provided in Paragraph 7 (as amended by the MISO Addendum) of such Trade Guaranty so as to obtain MISO's approval of the withdrawal or release of such guarantor(s).

Section 11. SPP Undertakings. The parties hereto agree with respect to the initial Trade Guaranty provided to SPP as follows:

(a) The form of guaranty attached as Annex 5 hereto (the "SPP Trade Guaranty") shall be deemed for purposes of the Agreement to be a Trade Guaranty subject to the terms of this Agreement.

(b) The amounts set out in the SPP Trade Guaranty and any other provisions therein may be modified consistent with the provisions of this Agreement, and the addition or removal of "Guarantors" thereunder shall be permitted as provided in the Agreement and in the SPP Trade Guaranty.

Section 12. Notices. Notices required hereunder shall be provided as required by Section 17.1 of the Operating Agreement.

Section 13. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida without regard to its principles of conflicts of laws.

Section 14. Headings. The headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement.

Section 15. No Third Party Beneficiaries. Nothing in this Agreement shall entitle any person other than the Members, TEA or their respective successors and assigns to any claim, cause of action, remedy or right of any kind.

Section 16. Severability. Any term or provision of this Agreement which is invalid or unenforceable shall be ineffective to the extent of such invalidity or unenforceability without

rendering invalid or unenforceable the remaining terms and provisions of this Agreement. If any provision of this Agreement is so broad as to be unenforceable, such provision shall be interpreted to be only so broad as is enforceable.

Section 17. Equitable Relief. The Members and TEA agree that irreparable damage would occur in the event that any of the provisions of this Agreement were not performed in accordance with their specific terms or were otherwise breached. Accordingly, it is agreed that TEA and the members shall be entitled to an injunction or injunctions to prevent breaches of this Agreement and to enforce specifically the terms and provisions hereof in any court of the United States or any state having jurisdiction, this being in addition to any other remedy to which they are entitled at law or in equity.

Section 18. Counterparts. This Agreement may be executed in any number of counterparts, no one of which needs to be executed by all of the Members and TEA; and this Agreement shall be binding upon all of the Members and TEA with the same force and effect as if all the Members and TEA had signed the same document, and each such signed counterpart shall constitute an original of this Agreement.

Section 19. Amendments. This Agreement may not be amended or modified except by a written instrument signed by TEA and each of the Members.

IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the date first above written.

JEA

By: _____
Paul E. McElroy
Managing Director and
Chief Executive Officer

Approved as to Form

Jody Brooks
Chief Legal Officer

**MUNICIPAL ELECTRIC AUTHORITY OF
GEORGIA**

By: _____
James E. Fuller
President and Chief

Executive Officer

**SOUTH CAROLINA PUBLIC SERVICE
AUTHORITY**

By: _____
James E. Brogdon, Jr.
Interim President and Chief Executive Officer

AMERICAN MUNICIPAL POWER, INC.

By: _____
Marc S. Gerken
President

Approved as to Form:

By: _____
Rachel Gerrick
Senior Vice President and General
Counsel for Corporate Affairs

NEBRASKA PUBLIC POWER DISTRICT

By: _____
Patrick L. Pope
President and Chief Executive Officer

CITY OF GAINESVILLE, FLORIDA

By: _____
Edward J. Bielarski, Jr.
General Manager for Utilities

Approved as to Form and
Legality:

Keino Young
Utilities Attorney

**CITY UTILITIES OF SPRINGFIELD,
MISSOURI**

By: _____
Scott A. Miller
General Manager

Approved as to Form

Dwayne Fulk
General Counsel

**PUBLIC UTILITY DISTRICT NO. 1 OF
COWLITZ COUNTY, WASHINGTON**

By: _____
Steven D. Kern
General Manager

THE ENERGY AUTHORITY, INC.

By: _____

Joanie C. Teofilo
President and Chief
Executive Officer

ANNEX 1

TRADE GUARANTY AGREEMENT

This Trade Guaranty Agreement (this “Guaranty”) is dated as of _____ 1, 2018 by JEA, Municipal Electric Authority of Georgia (“MEAG Power”), South Carolina Public Service Authority (“Santee Cooper”), Nebraska Public Power District (“NPPD”), American Municipal Power, Inc. (“AMP”), City of Gainesville, Florida doing business as Gainesville Regional Utilities (“GRU”), City Utilities of Springfield, Missouri (“City Utilities”), Public Utility District No. 1 of Cowlitz County, Washington (“Cowlitz”), and all future members of The Energy Authority, Inc., a Georgia nonprofit corporation (“TEA”) which become guarantors hereunder through a Guaranty Addendum as described herein (collectively, the “Guarantors”) in favor of the beneficiaries designated from time to time as indicated below or their successors and assigns (the “Counterparties”). This Guaranty amends and restates, and upon execution, supersedes, that certain Trade Guaranty Agreement dated as of January 1, 2014 of the Guarantors.

In consideration of the premises and the Counterparties’ from time to time entering into certain contracts with TEA, the Guarantors agree as follows:

1. **GUARANTY.** Subject to the provisions hereof, Guarantors hereby severally, and not jointly, irrevocably and unconditionally guarantee the payment obligations of TEA when due, whether accruing prior to the date hereof or hereafter (the “Obligations”) under the contract (the “Contract”) designated on the Beneficiary Designation Schedule in the form attached hereto as Exhibit A which is completed and executed by TEA, but only to the extent of the respective guaranty amount for each Guarantor (the “Guaranty Amount”) set out therein. The Guarantors acknowledge and agree that all payment obligations outstanding or having accrued as of the date hereof shall be included within the Obligations and shall be expressly guaranteed hereunder by the Guarantors. The Guarantors shall be bound by the Beneficiary Designation Schedules executed by an authorized officer of TEA, but in no case shall the aggregate amount guaranteed from time to time under this Guaranty exceed [\$15,761,904.76] each in the case of AMP, JEA, MEAG Power, NPPD and Santee Cooper, [\$5,253,968.25] each in the case of GRU, City Utilities and Cowlitz or such other amounts relating to any future Guarantors as may be indicated on any Guaranty Addendum described below (the “Guaranty Limit”). If TEA shall at any time fail or refuse to pay any Obligations to the Counterparty when due, the Guarantor will make such payment, to the extent of the Guaranty Amount and to the extent of the Guaranty Limit. If TEA shall at any time fail to deliver capacity or energy as required by the Contract, the Guarantors shall not be obligated to deliver such capacity or energy, but will be obligated to pay the Obligations to the extent of the Guaranty Amount and to the extent of the Guaranty Limit. The guaranty granted hereunder shall constitute a guaranty of payment and not of collection. In no event shall the Guarantors be subject hereunder to consequential, exemplary, equitable, loss of profits, punitive, tort, or any other damages, costs, or (except to the extent recoverable under the Contract) attorney’s fees.

2. **DEMANDS AND NOTICE.** If TEA fails or refuses to pay any Obligations, the Counterparty shall notify the Guarantors in writing specifying the manner in which TEA has failed to pay, including the details of the computation of the amount due, demanding that payment be made by the Guarantors and including the address or wire transfer instructions to

which payment should be sent. Payment by the Guarantors to the extent of the Guaranty Amount shall be made within five (5) business days of receipt from the Counterparty of such written demand for payment hereunder. Such demands for payment shall be sent to the Guarantors at the addresses identified in the Beneficiary Designation Schedule. Notice shall be effective upon actual receipt. Notices from TEA hereunder to the Counterparty shall be delivered as provided in the Contract.

3. **REPRESENTATIONS AND WARRANTIES.** Guarantors each represent and warrant (but only as to itself) as follows:

(a) JEA is a public body corporate and politic created under the laws of the State of Florida; Municipal Electric Authority of Georgia is a public corporation and instrumentality of the State of Georgia; South Carolina Public Service Authority is a body corporate and politic created by the laws of the State of South Carolina; Nebraska Public Power District is a public corporation and political subdivision of the State of Nebraska; American Municipal Power, Inc. is a non-profit corporation organized under the laws of the State of Ohio; the City of Gainesville, Florida, doing business as Gainesville Regional Utilities is a Florida municipal corporation; City Utilities of Springfield, Missouri is a component unit of the City of Springfield, Missouri; and Public Utility District No. 1 of Cowlitz County, Washington is a public utility district organized and validly existing under and pursuant to the laws of the State of Washington. Any future member of TEA which becomes a Guarantor shall make a similar representation and warranty in the Guaranty Addendum;

(b) The execution, delivery and performance of this Guaranty has been and remains duly authorized by all necessary governmental and board action and does not contravene any provision of the Guarantor's organizational or governing documents or any law, regulation or contractual restriction binding on it or its assets;

(c) No authorization, approval, consent or order of, or registration or filing with, any court or other governmental body having jurisdiction over the Guarantor is required on the part of the Guarantor for the execution and delivery of this Guaranty, other than those which have been obtained;

(d) This Guaranty constitutes a valid and legally binding agreement of the Guarantor, except as the enforceability of this Guaranty may be limited by the effect of any applicable bankruptcy, insolvency, reorganization, moratorium or similar laws affecting creditors' rights generally and by general principles of equity.

4. **SETOFF AND COUNTERCLAIMS.** Without limiting a Guarantor's own defenses and rights hereunder, each Guarantor reserves to itself all rights, setoffs, counterclaims and other defenses to which TEA is or may be entitled to arising from or out of the Contract or otherwise, except for defenses arising out of the bankruptcy, insolvency, dissolution or liquidation of TEA.

5. **AMENDMENT OF GUARANTY.** No term or provision of this Guaranty may be amended, modified, altered, waived or supplemented except in a writing signed by the parties hereto; except that additional Guarantors may be added and the Guaranty Amount of any existing

Guarantor shall be adjusted accordingly (so long as the aggregate Guaranty Amount from all Guarantors is not reduced) by a Guaranty Addendum and a new Beneficiary Designation Schedule, without the written consent of the Counterparty and without the need for the written consent of any existing Guarantor; provided that if the Counterparty objects to the addition of any Guarantor and the adjustment of Guaranty Amounts of existing Guarantors, it shall, by written notice to TEA received by TEA within five (5) business days after receipt by the Counterparty of the Guaranty Addendum, assert such objection, in which case this Guaranty shall be deemed terminated as to such Counterparty as of the date of receipt by TEA of such objection as to all future transactions not yet entered into under the Contract.

6. **WAIVERS.** Each Guarantor hereby waives (i) notice of acceptance of this Guaranty; (ii) diligence, presentment, protest, notice of dishonor and demand concerning the liabilities of the Guarantors, except as expressly hereinabove set forth; and (iii) any right to require that any action or proceeding be brought against TEA or any other person, or to require that Counterparty seek enforcement of any performance against TEA or any other person, prior to any action against Guarantors under the terms hereof.

Except as to applicable statutes of limitation, no delay of a Counterparty in the exercise of, or failure to exercise, any rights hereunder shall operate as a waiver of such rights or a release of the Guarantors from any obligation hereunder.

The Guarantors consent to the renewal, compromise, extension, acceleration or other changes in the time of payment of or other changes in the terms of the Obligations or any part thereof or any changes or modifications to the terms of the Contract.

If at any time payment under the Contract is rescinded or must be otherwise restored or returned by the Counterparty upon the insolvency, bankruptcy or reorganization of TEA or any Guarantor or otherwise, Guarantors' obligations hereunder with respect to such payments shall be reinstated upon such restoration or return being made by the Counterparty.

7. **DURATION OF GUARANTY.** The Guarantors (or any of them) or TEA may terminate this Guaranty by providing written notice of such termination to the Counterparty; and upon the effectiveness of such termination, the Guarantors shall have no further liability hereunder, except as provided in the last sentence of this paragraph. No such termination shall be effective until five (5) business days after receipt by the Counterparty of such termination notice, except as provided in paragraph 5 above. No such termination shall affect the Guarantors' liability with respect to any transaction under the Contract which transaction was entered into prior to the time the termination is effective, which transaction shall remain guaranteed pursuant to the terms of this Guaranty.

8. **GUARANTY ADDENDA.** As new members are admitted to TEA, such new members shall agree that this Guaranty is its legal, valid and binding obligation as if it had executed the Guaranty as of the date hereof by executing the form of Guaranty Addendum attached hereto as Exhibit B, specifying the Guaranty Limit applicable to it and stating the representation and warranty similar to that contained in Section 3(a) hereof.

9. **ABSOLUTE GUARANTY.** The obligations of the Guarantors under this Guaranty will be absolute and unconditional, and will not be affected, modified, impaired, reduced or abated as to the Guarantor upon the happening of any event, including, without limitation, any of the following:

(a) the voluntary or involuntary liquidation, dissolution, sale or other disposition of all or substantially all of the assets, marshalling of assets and liabilities, receivership, insolvency, bankruptcy, assignment, composition with creditors or readjustment of, or other similar proceedings, affecting TEA; or

(b) any default or failure of any Guarantor of the same debt to perform fully its obligations; or

(c) the invalidity or unenforceability of the Contract, or any contest of the validity of the Contract; or

(d) the release or discharge of any Guarantor of the same debt; or

(e) any change in the corporate existence, structure or ownership of TEA;

provided that the specific enumeration of the above-mentioned events, matters or conditions shall not be deemed to exclude any other events, matters or conditions, though not specifically mentioned above, it being the purpose and intent of this Guaranty that the obligations of the Guarantor shall be absolute and unconditional. The remedies provided herein are cumulative and not exclusive of any remedies provided by law.

10. **BINDING EFFECT.** This Guaranty shall be binding upon the successors of the Guarantors. The obligation of the Guarantors may not be assigned without the consent of the Counterparties.

11. **GOVERNING LAW.** This Guaranty shall be interpreted and construed according to the laws of the State of Florida, without regard to its principles of conflicts of laws.

12. **SEVERABILITY.** Should any one or more of the provisions of this Guaranty be determined to be illegal or unenforceable, all other provisions, nevertheless, shall remain effective and binding on the Guarantors.

EXECUTED as of the day and year first above written.

JEA

By: _____

Title: Managing Director and Chief
Executive Officer

Approved as to Form

Chief Legal Officer

**MUNICIPAL ELECTRIC AUTHORITY
OF GEORGIA**

By: _____
Title: President and Chief Executive Officer

**SOUTH CAROLINA PUBLIC SERVICE
AUTHORITY**

By: _____
Title: Interim President and Chief Executive
Officer

**NEBRASKA PUBLIC POWER
DISTRICT**

By: _____
Title: President and Chief Executive Officer

**AMERICAN MUNICIPAL POWER,
INC.**

By: _____
Title: President

Approved as to Form:

Senior Vice President and General
Counsel for Corporate Affairs

CITY OF GAINESVILLE, FLORIDA

By: _____
Title: General Manager for Utilities

Approved as to Form and
Legality:

Utilities Attorney

**CITY UTILITIES OF SPRINGFIELD,
MISSOURI**

By: _____
Title: General Manager

Approved as to Form:

General Counsel

**PUBLIC UTILITY DISTRICT NO. 1 OF
COWLITZ COUNTY, WASHINGTON**

By: _____
Title: General Manager

EXHIBIT A

BENEFICIARY DESIGNATION SCHEDULE

This Beneficiary Designation Schedule No. _____ refers to that certain Trade Guaranty Agreement dated as of _____ 1, 2018 from JEA, Municipal Electric Authority of Georgia, South Carolina Public Service Authority, Nebraska Public Power District, American Municipal Power, Inc., City of Gainesville, Florida doing business as Gainesville Regional Utilities, City Utilities of Springfield, Missouri, Public Utility District No. 1 of Cowlitz County, Washington and any future guarantors[, as amended by that certain MISO Addendum to Trade Guaranty Agreement dated as of January 1, 2014]. Capitalized terms used herein and not defined are used as defined in such Guaranty Agreement.

Counterparty:

	Guaranty Amount	Guaranty Limit
JEA		[\$15,761,904.76]
MEAG Power		[15,761,904.76]
Santee Cooper		[15,761,904.76]
NPPD		[15,761,904.76]
AMP		[15,761,904.76]
GRU		[5,253,968.25]
City Utilities		[5,253,968.25]
Cowlitz		[5,253,968.25]
Total Guaranty Amount of all Guarantors		

Identification of contract (include date, name of contract and other identifying information):

The aggregate amount severally guaranteed by each of JEA, MEAG Power, Santee Cooper, NPPD, AMP, GRU, City Utilities and Cowlitz on this date under such Guaranty does not exceed the respective Guaranty Limits set out above; and The Energy Authority, Inc. will not execute Beneficiary Designation Schedules relating to the above-described Guaranty which in the aggregate at any time in force exceed such respective Guaranty Limits for each such entity, unless the Guaranty Limit as described in such Guaranty shall have been increased.

Notice Addresses:

<p>JEA 21 West Church Street, Suite 1600 Jacksonville, FL 32202-3139 Attn: Chief Financial Officer</p> <p>Municipal Electric Authority of Georgia 1470 Riveredge Parkway Atlanta, GA 30328 Attn: Chief Executive Officer</p> <p>South Carolina Public Service Authority One Riverwood Drive Moncks Corner, SC 29461-2901 Attn: General Counsel</p> <p>Nebraska Public Power District 1414 15th Street Columbus, NE 68601 Attn: Chief Executive Officer</p>	<p>American Municipal Power, Inc. 1111 Schrock Road Columbus, OH 43229 Attn: President</p> <p>Gainesville Regional Utilities 301 SE 4th Avenue Gainesville, Florida 32601 Attn: General Manager for Utilities</p> <p>City Utilities of Springfield, Missouri 301 E. Central Springfield, Missouri 65802 Attn: General Manager</p> <p>Public Utility District No. 1 of Cowlitz County, Washington 961 12th Avenue P.O. Box 3007 Longview, WA 98632</p>
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Executed this ____ day of _____, 20__.

THE ENERGY AUTHORITY, INC.

By: _____
Title: _____

**EXHIBIT B
GUARANTY ADDENDUM NO. _____**

Reference is made to that certain Trade Guaranty Agreement dated as of _____ 1, 2018 (the "Trade Guaranty"), and that certain MISO Addendum to Trade Guaranty Agreement (together with the Trade Guaranty, the "Guaranty"), each of which are executed by JEA, Municipal Electric Authority of Georgia, South Carolina Public Service Authority, Nebraska Public Power District, American Municipal Power, Inc., City of Gainesville, Florida doing business as Gainesville Regional Utilities, City Utilities of Springfield, Missouri, Public Utility District No. 1 of Cowlitz County, Washington and all future members of The Energy Authority, Inc. ("TEA") which become guarantors thereunder through a Guaranty Addendum in favor of beneficiaries designated from time to time. The undersigned hereby agrees to become a Guarantor within the meaning of the Guaranty and shall have all rights thereunder and be bound by all obligations thereunder ascribed to Guarantors. The undersigned hereby restates the representations and warranties contained in the Guaranty and represents and warrants that it is [*describe representation similar to that contained in Section 3(a)*].

Guaranty Limit: \$ _____

Executed this ____ day of _____, ____.

[NAME OF NEW GUARANTOR]

By: _____
Title:

[Need to issue new Beneficiary Designation Schedule to specify different Guaranty Amounts for each Guarantor]

ANNEX 2

Unconditional Guaranty (Electric)

Dated: _____ 1, 2018

THE ENERGY AUTHORITY, INC.

301 West Bay Street
Suite 2600
Jacksonville, FL 32202
(the "Borrower")

[MEMBER]

[Guarantor Address]
(the "Guarantor" and together with
other Members executing a guaranty
in favor of the Bank, called the "Guarantors")

PNC BANK, NATIONAL ASSOCIATION

420 South Orange Avenue, Suite 300
Orlando, FL 32801
Attention: Financial Services Group
(hereinafter referred to as the "Bank")

Recitations of Fact

A. The Guarantor is a member ("Member") of the Borrower and party to a Restated and Amended Operating Agreement dated as of October 3, 2017, among the Borrower, the Guarantor and other Members (as it may be amended from time to time, "Operating Agreement") and a Restated and Amended Electric Advance Agreement among the Borrower, the Guarantor and the other Members dated as of _____ 1, 2018 (as it may be amended from time to time, the "Advance Agreement" and together with the Operating Agreement, collectively called the "Operating Instruments"). Capitalized terms used herein and not defined are used as defined in the Advance Agreement.

B. The Borrower will enter into from time to time various contracts for the purchase or sale of electric capacity or energy or related transmission.

C. Certain of such contracts will need to be secured by a letter of credit issued by a financial institution.

D. The Borrower may desire to borrow from time to time funds from the Bank for certain working capital needs.

E. The Borrower and the Bank have entered into a Letter of Credit and Loan Agreement dated as of _____ 1, 2018, (as it may be amended, the “Loan Agreement”) providing for the issuance of letters of credit (“Letters of Credit”) by the Bank for the account of the Borrower and for the reimbursement of all amounts disbursed by the Bank under such Letters of Credit and providing for a revolving line of credit (the “Revolving Line”) with the obligations of the Borrower thereunder evidenced by a Revolving Promissory Note (the “Promissory Note”).

F. The Bank is only willing (i) to issue Letters of Credit under the Loan Agreement and (ii) to advance funds under the Revolving Line if the reimbursement, repayment and other obligations of the Borrower are guaranteed or security otherwise provided by the Members, including the Guarantor, on a several, but not joint, basis.

Agreement

IN CONSIDERATION OF the mutual agreements contained herein and to induce the Bank to issue Letters of Credit and to make advances under the Revolving Line, the Guarantor hereby absolutely, irrevocably and unconditionally guarantees to the Bank and its successors, assigns and affiliates the timely payment and performance of the Guarantor Share of all existing and future due and unpaid liabilities and obligations of the Borrower to the Bank and its affiliates under the Loan Agreement, including, but not limited to, all amounts payable to the Bank on account of draws under Letters of Credit or on account of amounts due under the Promissory Note, all fees and commissions, all indemnity amounts and all other obligations of the Borrower now existing or hereafter arising under the Loan Agreement and all modifications, extensions or renewals thereof, including without limitation all principal, interest, charges, and costs and expenses incurred thereunder (including reasonable attorneys’ fees and other costs of collection incurred, regardless of whether suit is commenced) (collectively, the “Guaranteed Obligations”). No payment by any other Guarantor (as defined in the Loan Agreement) shall be deemed to reduce the Guaranteed Obligations for purposes of determining the amount payable by the Guarantor hereunder.

The term “Guarantor Share” means (a) with respect to each Guarantor that is a LPPS Member of the Borrower, the fraction

$$\frac{3}{3(NA) + NB}$$

and (b) with respect to each Guarantor that is a MPPS Member of the Borrower, the fraction

$$\frac{1}{3(NA) + NB}$$

where “NA” equal the total number of Approved LPPS Members and “NB” equals the total number of Approved MPPS Members. The term “Approved LPPS Members” means American Municipal Power, Inc., JEA, Municipal Electric Authority of Georgia, Nebraska Public Power District, South Carolina Public Service Authority and such other Guarantors as are approved in writing by the Bank from time to time as Approved LPPS Members. The term “Approved MPPS Members” means the City of Gainesville, Florida doing business as Gainesville Regional

Utilities, City Utilities of Springfield, Missouri, Public Utility District No. 1 of Cowlitz County, Washington and such other Guarantors as are approved in writing by Bank from time to time as Approved MPPS Members. Approval shall be evidenced by the Bank's acceptance of a new Member's Guaranty. No change from one class of membership to another shall be effective for purposes of this Guaranty without the prior written consent of Bank, to be given or withheld in its discretion. Bank may require the written consent of all Guarantors as a condition to consent. The Guarantor Share shall remain fixed until reduced as a result of the Bank's written approval of an additional Approved LPPS Member or Approved MPPS Member or until otherwise modified by written agreement between the Bank and Guarantor. Neither termination nor notice of termination of this Guaranty shall affect the Guarantor Share of the Guarantor unless the Bank shall have approved such modification in writing.

The Guarantor further covenants and agrees:

GUARANTOR'S LIABILITY. This Guaranty is a continuing and unconditional guaranty of payment and not of collection [*in the case of GRU*: ; provided, however, this Guaranty is a limited obligation of the Guarantor payable solely from lawfully available revenues of the electric, natural gas, water, wastewater and telecommunications system owned by the Guarantor]. This Guaranty does not impose any obligation on the Bank to extend or continue to extend credit or otherwise deal with the Borrower at any subsequent time. This Guaranty shall continue to be effective or be reinstated, as the case may be, if at any time any payment of the Guaranteed Obligations is rescinded, avoided or for any other reason must be returned by the Bank, and the returned payment shall remain payable as part of the Guaranteed Obligations, all as though such payment had not been made. Except to the extent the provisions of this Guaranty give the Bank additional rights, this Guaranty shall not be deemed to supersede or replace any other guaranties given to the Bank by the Guarantor; and the obligations guaranteed hereby shall be in addition to any other obligations guaranteed by the Guarantor pursuant to any other agreement of guaranty given to the Bank and other guaranties of the Guaranteed Obligations. [*To be included in Guaranties of existing Guarantors only. Notwithstanding the foregoing, this Guaranty shall supersede and supplant the Unconditional Guaranty from the Guarantor to the Bank dated January 1, 2016.*]

TERMINATION OF GUARANTY. The Guarantor may terminate this Guaranty by written notice in the form attached as Exhibit B hereto, delivered personally to or received by certified or registered United States mail by an authorized officer of the Bank at the address for notices provided herein. Such termination shall be effective (the "Effective Date") on the later of (a) the effective date stated in the Notice or (b) the 15th day following the date such written notice is received by said Bank officer. The Guarantor may not terminate this Guaranty as to Guaranteed Obligations (including any subsequent extensions, modifications or compromises of the Guaranteed Obligations) existing on the Effective Date, or as to Guaranteed Obligations arising subsequent to the Effective Date if such Guaranteed Obligations (including expenses relating to enforcement actions) arise under Letters of Credit issued on or before the Effective Date, or arise as the result of advances which are necessary for the Bank to protect its collateral or otherwise preserve its interests with respect to Letters of Credit issued before the Effective Date.

APPLICATION OF PAYMENTS. Monies received from any source by the Bank for application toward payment of the Guaranteed Obligations may be applied to such Guaranteed Obligations in such order as to principal, interest and expenses deemed appropriate by the Bank.

CONSENT TO MODIFICATIONS. The Guarantor consents and agrees that the Bank may from time to time, in its sole discretion (but with the consent or agreement of the Borrower if required by the Loan Agreement), without affecting, impairing, lessening or releasing the obligations of the Guarantor hereunder (a) extend the time or modify the manner, place or terms of payment or performance and/or otherwise change or modify the credit terms of the Guaranteed Obligations; (b) increase, renew or enter into a novation of the Guaranteed Obligations; (c) waive or consent to the departure from terms of the Guaranteed Obligations; (d) permit any change in the business or other dealings and relations of the Borrower or any other guarantor with the Bank; (e) proceed against, exchange, realize upon, or otherwise deal with in any manner any collateral that is or may be held by the Bank in connection with the Guaranteed Obligations or any liabilities or obligations of the Guarantor; and (f) proceed against, settle, or compromise with the Borrower, any insurance carrier, or any other person or entity liable as to any part of the Guaranteed Obligations, or subordinate the payment of any part of the Guaranteed Obligations to the payment of any other obligations, which may at any time be due or owing to the Bank; all in such manner and upon such terms as the Bank may deem appropriate, and without notice to or further consent from the Guarantor. No invalidity, irregularity, discharge or unenforceability of, or action or omission by the Bank relating to any part of, the Guaranteed Obligations or any security therefor shall affect or impair this Guaranty. Notwithstanding the preceding language, the Guaranteed Obligations shall be limited to [\$79] million and for all purposes of determining the Guaranteed Obligations there shall be excluded the excess, if any, of (a) the sum of (i) the Outstanding Amount (as defined in the Loan Agreement) of Letters of Credit plus (ii) the amounts of any draws under Letters of Credit paid by the Guarantors to the Bank after demand and not reimbursed by the Borrower over (b) [\$79] million without the written consent of the Guarantor.

WAIVERS AND ACKNOWLEDGMENTS. The Guarantor waives and releases the following rights, demands, and defenses the Guarantor may have with respect to the Bank and collection of the Guaranteed Obligations (a) promptness and diligence in collection of any of the Guaranteed Obligations from the Borrower or any other person liable thereon, and in foreclosure of any security interest and sale of any property serving as collateral for the Guaranteed Obligations; (b) any law or statute that requires that the Bank make demand upon, assert claims against, or collect from the Borrower or other persons or entities, foreclose any security interest, sell collateral, exhaust any remedies, or take any other action against the Borrower or other persons or entities prior to making demand upon, collecting from or taking action against the Guarantor with respect to the Guaranteed Obligations; (c) any law or statute that requires that the Borrower or any other person be joined in, notified of or made part of any action against the Guarantor; (d) that the Bank preserve, insure or perfect any security interest in collateral or sell or dispose of collateral in a particular manner or at a particular time; (e) notice of extensions, modifications, renewals, or novations of the Guaranteed Obligations, of any new transactions or other relationships between the Bank, the Borrower and/or any Guarantor, and of changes in the financial condition of, ownership of, or business structure of the Borrower or any other guarantor; (f) acceptance, presentment, protest, notice of dishonor, notice of default, demand for

payment, notice of intention to accelerate maturity, notice of acceleration of maturity, notice of sale, and all other notices of any kind whatsoever; (g) the right to assert against the Bank any defense (legal or equitable), set-off, counterclaim, or claim that the Guarantor may have at any time against the Borrower or any other party liable to the Bank; (h) all defenses relating to invalidity, insufficiency, unenforceability, enforcement, release or impairment of the Bank's lien on any collateral, of the Loan Agreement, or of any other guaranties held by the Bank; (i) any claim or defense that acceleration of maturity of the Guaranteed Obligations is stayed against the Guarantor because of the stay of assertion or of acceleration of claims against any other person or entity for any reason including the bankruptcy or insolvency of that person or entity; and (j) the benefit of any exemption claimed by the Guarantor. The Guarantor acknowledges and represents that it has relied upon its own due diligence in making its own independent appraisal of the Borrower, the Borrower's business affairs and financial condition, and any collateral; the Guarantor will continue to be responsible for making its own independent appraisal of such matters; and the Guarantor has not relied upon and will not hereafter rely upon the Bank for information regarding the Borrower or any collateral.

FINANCIAL CONDITION. The Guarantor warrants, represents and covenants to the Bank that on the date hereof and on each date on which a letter of credit is issued by the Bank for the account of the Borrower and on each date on which an advance is made by the Bank under the Revolving Line (except as otherwise set forth on Exhibit A hereto or subsequently disclosed in writing to the Bank prior to such date), (a) the Guarantor's audited financial statement balance sheet shows the Guarantor's assets exceeds its liabilities, the Guarantor is meeting its current liabilities as they mature, and the Guarantor is and shall remain solvent;

(b) all financial statements of the Guarantor furnished to the Bank are correct in all material respects and accurately reflect the financial condition of the Guarantor as of the respective dates thereof; (c) since the date of the latest such financial statements delivered to the Bank, there has not occurred a material adverse change in the financial condition of the Guarantor; and (d) there are not now any undischarged judgments against the Guarantor exceeding \$5,000,000, and no federal or state tax liens have been filed or threatened against the Guarantor that have not been previously disclosed to the Bank as of the date of this Guaranty and the Guarantor is not in default or claimed default under any obligation exceeding \$5,000,000.

INTEREST. Regardless of any other provision of this Guaranty or the Loan Agreement, if for any reason the effective interest on any of the Guaranteed Obligations should exceed the maximum lawful interest, the effective interest shall be deemed reduced to and shall be such maximum lawful interest, and any sums of interest which have been collected in excess of such maximum lawful interest shall be applied as a credit against the unpaid principal balance of the Guaranteed Obligations.

DEFAULT. If any of the following events occur, a default ("Default") under this Guaranty shall exist: (a) failure of timely payment or performance of the Guaranteed Obligations by the Guarantor; (b) a breach of any agreement or representation contained or referred to in this Guaranty; (c) dissolution of, termination of existence of, loss of good standing status by, appointment of a receiver for, assignment for the benefit of creditors of, or the commencement of any insolvency or bankruptcy proceeding by or against, the Guarantor; (d) the entry of any monetary judgment against, the filing of any tax lien against, or the issuance of any writ of

garnishment or attachment against the Guarantor or any property of or debts due the Guarantor exceeding \$50,000,000 in the aggregate in any fiscal year of the Guarantor; provided, however, that such circumstance shall not be a Default if the Guarantor is appealing or contesting such obligation diligently and enforcement of such obligation is effectively stayed; provided further, however, that should any final appeal or contest be adjudicated against the Guarantor, such circumstances shall not be a Default if the Guarantor pays or otherwise satisfies the amount of the judgement, lien, garnishment or attachment within 30 days of the entry of the decision on such final appeal or contest and that will not result in material adverse change in the financial condition of the Guarantor or (e) the Guarantor shall terminate or give notice of termination of this Guaranty other than in the manner described herein or shall repudiate the obligation hereunder.

ATTORNEYS' FEES AND OTHER COSTS OF COLLECTION. The Guarantor shall pay all of the Bank's reasonable expenses incurred to enforce or collect any of the obligations of the Guarantor hereunder, including, without limitation, reasonable arbitration, paralegals', attorneys' and experts' fees and expenses, whether incurred without the commencement of a suit, in any suit, arbitration, or administrative proceeding, or in any appellate or bankruptcy proceeding.

SUBORDINATION OF OTHER DEBTS. The Guarantor agrees (a) to subordinate the obligations now or hereafter owed by the Borrower to the Guarantor ("Subordinated Debt") to any and all Guaranteed Obligations; provided however that the Guarantor may receive payments on the Subordinated Debt so long as (i) all sums due and payable by the Borrower to the Bank as Guaranteed Obligations have been paid in full on or prior to such date, and (ii) no event or condition which constitutes or which with notice or the lapse or time would constitute an event of default with respect to the Guaranteed Obligations, shall be continuing on or as of the payment date; (b) a conspicuous notation of subordination is made on the face of any instrument evidencing any part of the Subordinated Debt; and (c) except as permitted by the proviso in clause (a) of this paragraph, the Guarantor will not request or accept payment of or any security for any part of the Subordinated Debt, and any proceeds of the Subordinated Debt paid to the Guarantor, through error or otherwise, shall immediately be forwarded to the Bank by the Guarantor, properly endorsed to the order of the Bank, to apply to the Guaranteed Obligations.

OPERATING INSTRUMENTS. Without the written consent of the Bank, the Guarantor agrees not to terminate or agree to terminate any of the Operating Instruments or modify or agree to modify any of the Operating Instruments if such modification would materially alter the type or nature of the business of the Borrower (such business being in the area of power and natural gas marketing and power-related and natural gas-related matters).

SUBORDINATION OF SUBROGATION. Unless or until all Guaranteed Obligations have been paid in full, the Guarantor hereby subordinates and postpones any rights or claims that it may have against the Borrower or other guarantors for subrogation, contribution or reimbursement on account of payments made by the Guarantor; provided that unless an Event of Default, or condition which with notice or lapse of time or both would constitute an Event of Default, should exist under the Loan Agreement or would result from such enforcement, the Guarantor may enforce claims for subrogation, contribution or reimbursement.

AUTHORITY. The Guarantor represents and warrants that the execution and delivery of, and performance of its obligations under, this Guaranty comply with all applicable constitutional and legal limitations applicable to the Guarantor, have been duly authorized by all necessary actions under law and the charter or governing instrument of the Guarantor and that the Guaranty constitutes the valid and binding obligation of the Guarantor enforceable in accordance with its terms, except to the extent that enforceability may be limited (i) by applicable bankruptcy, insolvency, reorganization, moratorium, fraudulent transfer or similar laws affecting the availability or enforcement of creditors' rights generally or (ii) by application of general principles of equity limiting the availability of certain remedies, including but not limited to the remedy of specific performance. The Guarantor shall provide a legal opinion satisfactory to the Bank as to such matters and such other matters as the Bank may reasonably require.

MISCELLANEOUS. (a) **Assignment.** This Guaranty shall inure to the benefit of and be binding upon the parties and their respective heirs, legal representatives, successors and assigns. The Bank's interests in and rights under this Guaranty and the Loan Agreement are freely assignable, in whole or in part, by the Bank. Any assignment shall not release the Guarantor from the Guaranteed Obligations. (b) **Applicable Law; Conflict Between Documents.** This Guaranty shall be governed by and construed under the laws of the State of _____ without regard to that state's conflict of laws principles. (c) **Jurisdiction.** The Guarantor irrevocably agrees to non-exclusive personal jurisdiction in the state in which the office of the Bank first shown above is located. (d) **Severability.** If any provision of this Guaranty or of the Loan Agreement shall be prohibited or invalid under applicable law, such provision shall be ineffective but only to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Guaranty or other document. (e) **Notices.** Any notices to the Guarantor shall be sufficiently given, if in writing and mailed or delivered to the Guarantor's address shown above or such other address as provided hereunder, and to the Bank, if in writing and mailed or delivered to the Bank's office address shown above or such other address as the Bank may specify in writing from time to time, with a copy as shown above. In the event that the Guarantor changes the Guarantor's address at any time prior to the date the Guaranteed Obligations are paid in full, the Guarantor agrees to promptly give written notice of said change of address by registered or certified mail, return receipt requested, all charges prepaid. (f) **Plural; Captions.** All references in the Loan Agreement to borrower, guarantor, person, document or other nouns of reference mean both the singular and plural form, as the case may be, and the term "person" shall mean any individual, person or entity. The captions contained in the Loan Agreement are inserted for convenience only and shall not affect the meaning or interpretation of the Loan Agreement. (g) **Binding Contract.** The Guarantor by execution of and the Bank by acceptance of this Guaranty agree that each party is bound to all terms and provisions of this Guaranty. (h) **Amendments, Waivers and Remedies.** No waivers, amendments or modifications of this Guaranty and the Loan Agreement shall be valid unless in writing and signed by an officer of the Bank. No waiver by the Bank of any Default shall operate as a waiver of any other Default or the same Default on a future occasion. Neither the failure nor any delay on the part of the Bank in exercising any right, power, or privilege granted pursuant to this Guaranty and the Loan Agreement shall operate as a waiver thereof, nor shall a single or partial exercise thereof preclude any other or further exercise or the exercise of any other right, power or privilege. All remedies available to the Bank with respect to this Guaranty and the Loan Agreement and remedies available at law or in equity shall be cumulative and may

be pursued concurrently or successively. (i) **Partnerships.** If the Guarantor is a partnership, the obligations, liabilities and agreements on the part of the Guarantor shall remain in full force and effect and fully applicable notwithstanding any changes in the individuals comprising the partnership.

FINANCIAL AND OTHER INFORMATION. The Guarantor shall deliver to the Bank such information as the Bank may reasonably request from time to time, including without limitation, financial statements and information pertaining to the Guarantor's financial condition, including, without limitation, annual audited financial statements within 180 days of the Guarantor's fiscal year end and quarterly financial statements for the first three fiscal quarters of each fiscal year within 45 days after the end of each such fiscal quarter. Such information shall be true, complete, and accurate. The Guarantor shall give written notice to the Bank (i) within three business days of the occurrence of any Default or (ii) within 30 days of the commencement of any litigation or government proceeding against the Guarantor involving (when combined with any other pending matters) potential uninsured liability or loss on the part of the Guarantor in excess of \$5,000,000.

WAIVER OF JURY TRIAL. TO THE EXTENT PERMITTED BY APPLICABLE LAW, THE GUARANTOR BY EXECUTION HEREOF AND THE BANK BY ACCEPTANCE HEREOF, KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVE ANY RIGHT THEY MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION BASED ON THIS GUARANTY, OR ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS GUARANTY OR ANY AGREEMENT CONTEMPLATED TO BE EXECUTED IN CONNECTION WITH THIS GUARANTY, OR ANY COURSE OF CONDUCT, COURSE OF DEALING, STATEMENTS (WHETHER ORAL OR WRITTEN) OR ACTIONS OF ANY PARTY WITH RESPECT HERETO. THIS PROVISION IS A MATERIAL INDUCEMENT TO THE BANK TO ACCEPT THIS GUARANTY.

THE GUARANTOR AND THE BANK AGREE THAT THEY SHALL NOT HAVE A REMEDY OF PUNITIVE OR EXEMPLARY DAMAGES AGAINST THE OTHER IN ANY DISPUTE AND HEREBY WAIVE ANY RIGHT OR CLAIM TO PUNITIVE OR EXEMPLARY DAMAGES THEY HAVE NOW OR WHICH MAY ARISE IN THE FUTURE IN CONNECTION WITH ANY DISPUTE WHETHER THE DISPUTE IS RESOLVED BY ARBITRATION OR JUDICIALLY.

IN WITNESS WHEREOF, the Guarantor, on the day and year first written above, has caused this Unconditional Guaranty to be executed under seal.

[GUARANTOR]

By _____
Name: _____
Title: _____

EXHIBIT A

EXHIBIT B

Notice of Termination

The undersigned Guarantor hereby notifies [Name of Bank] (the "Bank") that it is terminating its Unconditional Guaranty dated _____ 1, 20__ (the "Guaranty") effective at the end of the day on _____, _____, [which date shall be no earlier than the 15th day following receipt of this notice by the Bank officer described in the Guaranty] (the "Effective Date"). The undersigned acknowledges and confirms that it will remain liable for its Guarantor Share of Guaranteed Obligations arising on or before the Effective Date (including those arising out of Letters of Credit issued on or before the Effective Date) as described in the Guaranty under the heading "Termination of Guaranty" and the Bank may rely upon this continuing liability in issuing Letters of Credit after receipt of this notice and on or before the Effective Date.

The capitalized terms used herein shall have the meanings set forth in the Guaranty unless otherwise defined.

[GUARANTOR]

Date: _____

By _____
Its _____

ANNEX 3

Reference is made to that certain Restated and Amended Electric Advance Agreement dated as of _____ 1, 2018 by and among JEA, Municipal Electric Authority of Georgia, South Carolina Public Service Authority, Nebraska Public Power District, City of Gainesville, Florida doing business as Gainesville Regional Utilities, City Utilities of Springfield, Missouri and The Energy Authority, Inc.(the "Agreement"). The undersigned hereby agrees to become a party to the Agreement and a Future Member as designated therein. As such, it shall be bound by the terms of the Agreement and entitled to the benefits thereof. Capitalized terms used herein and not defined are used as defined in the Agreement.

[Deliver executed Trade Guaranty and executed Bank Guaranty, as applicable.]

Date: _____

[FUTURE MEMBER]

By: _____
Name:
Title:

Accepted by:

THE ENERGY AUTHORITY, INC.

By _____
President

ANNEX 4

MISO ADDENDUM TO TRADE GUARANTY AGREEMENT

Reference is made to that certain Trade Guaranty Agreement dated as of _____ 1, 2018 by JEA, Municipal Electric Authority of Georgia, South Carolina Public Service Authority, Nebraska Public Power District, American Municipal Power, Inc., City of Gainesville, Florida doing business as Gainesville Regional Utilities, City Utilities of Springfield, Missouri, Public District No. 1 of Cowlitz County, Washington, and all future members of The Energy Authority, Inc., a Georgia nonprofit corporation which become guarantors thereunder through a Guaranty Addendum as described therein (collectively, the “Guarantors”) in favor of the beneficiaries designated from time to time as provided therein (the “Guaranty”).

The Guarantors hereby agree to amend the Guaranty, such amendments to be solely for the benefit of the Midcontinent Independent System Operator, Inc. (“MISO”) and shall not apply to any Counterparty (as defined in the Guaranty) other than MISO, who for purposes of this Addendum is also referred to herein as the “Counterparty.” Except as amended hereby for the benefit of MISO, the Guaranty shall remain in full force and effect.

1. Paragraph 1 of the Guaranty is hereby amended by (i) revising the last sentence thereof and (ii) adding two additional sentences, each to read as follows:

In no event shall the Guarantors be subject hereunder to consequential, exemplary, equitable, loss of profits, punitive, tort, or any other damages or costs. Each Guarantor shall pay all reasonable attorney fees and other costs incurred by the Counterparty to enforce this Guaranty against such Guarantor. The Contract designated on the Beneficiary Designation Schedule shall be MISO’s Transmission and Energy Market Tariff on file with the Federal Energy Regulatory Commission, as may be amended and supplemented from time to time, together with all schedules and attachments thereto and any replacements or substitutes (the “Tariff”), any agreements entered into by TEA under, pursuant to or in connection with the Tariff and/or any agreements to which Counterparty and TEA are parties, as may be amended or supplemented from time to time whether now existing or hereafter arising in accordance with their respective terms.

2. Paragraph 4 of the Guaranty is hereby amended by deleting the present provisions thereof and inserting in lieu thereof the following provisions:

4. **DEFENSES.** Without limiting a Guarantor’s own defenses and rights hereunder, each Guarantor reserves to itself all rights and defenses to which TEA is or may be entitled arising from or solely out of the Contract, except for defenses arising out of the bankruptcy, insolvency, dissolution or liquidation of TEA.

3. Paragraph 5 of the Guaranty is hereby amended by deleting the present provisions thereof and inserting in lieu thereof the following provisions:

5. **AMENDMENT OF GUARANTY.** No term or provision of this Guaranty may be amended, modified, altered, waived or supplemented except in a writing signed by the parties hereto and consented to in writing by the Counterparty; except that additional Guarantors may be added and the Guaranty Amount of any existing Guarantor or Guarantors shall be adjusted accordingly (so long as (i) the aggregate Guaranty Amount from all Guarantors including the additional Guarantor is not reduced and (ii) the Guaranty Amount of any existing Guarantor is not increased) by a Guaranty Addendum and a new Beneficiary Designation Schedule, without the written consent of the Counterparty and without the need for the written consent of any existing Guarantor; *provided*, that if the Counterparty objects to the addition of any Guarantor and the adjustment of Guaranty Amounts of existing Guarantors, it shall, by written notice to TEA, received by TEA, assert such objection within 10 business days after receipt by the Counterparty of the last of (i) the proposed Guaranty Addendum, (ii) the proposed Beneficiary Designation Schedule and (iii) all information required by Counterparty in Attachment L entitled "Credit Policy" as in effect from time to time (the "Credit Policy") to the Tariff, to complete its analysis of such additional Guarantor. If such objection has been asserted within such period, the proposed additional guarantor shall not be added to this Guaranty as a guarantor and this Guaranty shall remain in effect and the Guaranty Amounts for each existing Guarantor shall remain at their existing levels, except that this Guaranty may be terminated in the manner and with the effect as provided in Paragraph 7 hereof. Under no circumstance shall any such proposed additional guarantor be added as a Guarantor hereunder until either (a) the Counterparty completes its review of such party's creditworthiness and the Counterparty acknowledges, in writing, its acceptance of, or states that it has no objection to, such party as an additional Guarantor, or (b) the Counterparty fails to object to the addition of such proposed additional guarantor within the time frame prescribed herein.

In the event one or more of the Guarantors becomes uncreditworthy at any time, in the Counterparty's reasonable judgment in a manner consistent with the Credit Policy, the Counterparty shall furnish written notification thereof to TEA, in response to which, TEA shall, within two Business Days (as defined in the Tariff) of receipt of such written notification (three Business Days if such notification occurs after noon Indianapolis

Time) provide other Financial Security (as defined in the Tariff) (e.g., a letter of credit in the form attached to the Credit Policy from time to time), as provided in the Credit Policy, to secure the full amount of the obligations guaranteed by the particular Guarantor or Guarantors determined to be uncreditworthy by the Counterparty as provided hereinabove. Should TEA fail to timely provide such Financial Security, TEA's later provision of such Financial Security and TEA otherwise being in compliance with the Credit Policy and all other terms and conditions of the Tariff shall entitle TEA to resume participation in MISO's energy markets and in MISO's transmission and/or market service.

4. Paragraph 7 of the Guaranty is hereby amended by deleting the present provisions thereof and inserting in lieu thereof the following provisions:

7. **DURATION OF GUARANTY.** The Guarantors or TEA may request the withdrawal of this Guaranty as provided in the Credit Policy; *provided*, this Guaranty shall not terminate until MISO has approved such withdrawal or termination, in writing, which will not be approved unless and until the conditions therefor, as set forth in the Credit Policy, have been satisfied. MISO will return this Guaranty within five business days of MISO's written approval of the withdrawal or termination of this Guaranty. If one or more of the Guarantors requests the withdrawal of the obligation of such Guarantor(s) under this Guaranty and other Financial Security complying with the Credit Policy (including a letter of credit complying with the Credit Policy) is provided to the Counterparty which, together with any remaining amount under this Guaranty, secures the full amount of the obligations guaranteed by the Guarantors prior to such request for withdrawal (including all obligations incurred prior to the release or withdrawal of the Guaranty), MISO will approve the release or withdrawal as provided in the Credit Policy.

5. Paragraph 8 of the Guaranty entitled "Guaranty Addenda" shall be deleted in its entirety and the following is hereby inserted in lieu thereof:

8. **GUARANTY ADDENDA.** As new members are admitted to TEA, each such new member shall agree that this Guaranty is its legal, valid and binding obligations as if it had executed the Guaranty as of the date hereof by executing the form of Guaranty Addendum attached hereto as Exhibit B, specifying the Guaranty Limit applicable to it and stating the representation and warranty similar to that contained in Paragraph 3(a) hereof; *provided*, neither the addition of a new member to TEA nor execution by such new member of a Guaranty Addendum shall permit such new member to become a party to the Beneficiary

Designation Schedule executed in favor of the Counterparty other than as provided in Paragraph 5 hereof.

6. Paragraph 11 of the Guaranty is hereby amended by deleting the phrase "State of Florida" and inserting in lieu thereof "State of Indiana".
7. A new paragraph 13 is inserted to the Guaranty as follows:

13. **WAIVER OF JURY TRIAL.** GUARANTORS IRREVOCABLY WAIVE TRIAL BY JURY IN ANY COURT AND IN ANY SUIT, ACTION OR PROCEEDING OR ANY OTHER MATTER ARISING IN CONNECTION WITH OR IN ANY WAY RELATED TO THE TRANSACTIONS COVERED BY THIS GUARANTY.

8. A new paragraph 14 is hereby inserted into the Guaranty as follows:

14. **FINANCIAL REPORTING.** The Guarantors shall each submit all information and documents as, and when, required of Applicants and/or Participants under the Credit Policy (in effect from time to time), including, without limitation, providing Rating Agency reports, current financial statements and information and disclosing any Material Change (as defined in the Tariff) in its financial condition as required in such Credit Policy.

EXECUTED as of the ___ day of _____, 2018.

Approved as to Form:

AMERICAN MUNICIPAL POWER, INC.

By _____
Rachel Gerrick
Senior Vice President and General
Counsel for Corporate Affairs

By _____
Marc S. Gerken
President

Approved as to form

JEA

By _____
Chief Legal Officer

By _____
Paul E. McElroy
Managing Director and Chief Executive Officer

**MUNICIPAL ELECTRIC
AUTHORITY OF GEORGIA**

By _____
James E. Fuller
President and Chief Executive Officer

Approved as to form

**CITY UTILITIES OF SPRINGFIELD,
MISSOURI**

By _____
Dwayne Fulk
General Counsel

By _____
Scott Miller
General Manager

NEBRASKA PUBLIC POWER DISTRICT

By _____
Patrick L. Pope
President and Chief Executive Officer

**SOUTH CAROLINA PUBLIC SERVICE
AUTHORITY**

By _____
James E. Brogden, Jr.
Interim President & Chief Executive Officer

Approved as to Form and Legality:

CITY OF GAINESVILLE, FLORIDA

By _____
Keino Young
Utilities Attorney

By _____
Edward J. Bielarski, Jr.
General Manager for Utilities

**PUBLIC UTILITY DISTRICT NO. 1 OF
COWLITZ COUNTY, WASHINGTON**

By _____
Steven D. Kern
General Manager

ANNEX 5

GUARANTY AGREEMENT

This Guaranty Agreement (the “Guaranty”) is made by JEA, Municipal Electric Authority of Georgia (“MEAG Power”), South Carolina Public Service Authority (“Santee Cooper”), Nebraska Public Power District (“NPPD”), American Municipal Power, Inc. (“AMP”), City of Gainesville, Florida doing business as Gainesville Regional Utilities (“GRU”), City Utilities of Springfield, Missouri (“City Utilities”), Public Utility District No.1 of Cowlitz County, Washington (“Cowlitz”), and all future members of The Energy Authority, Inc., a Georgia nonprofit corporation (“TEA”) which become guarantors hereunder through an amendment hereto (referred to individually as “Guarantor” and collectively as the “Guarantors”), in favor of Southwest Power Pool, Inc. (“Creditor”), an Arkansas nonprofit corporation.

WHEREAS, Guarantors are each members of TEA and TEA and Creditor are parties to certain agreements pursuant to, or in connection with, the Creditor’s Open Access Transmission Tariff, whether now existing or hereafter arising in accordance with their respective terms (each referred to individually as “Agreement” and collectively as “Agreements”);

WHEREAS, Guarantors will receive substantial and direct benefits from the extensions of credit contemplated by the Agreements and have agreed to enter into this Guaranty to provide assurance for the performance of TEA’s obligations in connection with the Agreements and to induce Creditor to enter into the Agreements; and

WHEREAS, the execution and delivery of this Guaranty is a condition to Creditor’s further performance of its obligations under the terms of the Agreements;

NOW, THEREFORE, in consideration of the promises and other good and valuable consideration, the adequacy, receipt and sufficiency of which are hereby acknowledged, Guarantors hereby agree as follows:

1. **Guaranty.** Guarantors each hereby unconditionally and absolutely guarantee the punctual payment as and when due of TEA’s payment obligations arising under any Agreement, as such Agreement may be amended or modified from time to time, together with any interest thereon (collectively, the “Guaranteed Obligations”). Guarantors’ obligations and liability under this Guaranty shall be limited to payment obligations only; and Guarantors shall have no obligation otherwise to perform under any Agreement, including, without limitation, to sell, deliver, purchase, receive or transmit any electrical energy product or service. Each Guarantor’s aggregate amount guaranteed from time to time under this Guaranty and the Trade Guaranty Agreement dated as of _____ 1, 2018 from the Guarantors relating to TEA shall not exceed \$15,761,904.76 each in the case of JEA, MEAG Power, Santee Cooper, NPPD and AMP, \$5,253,968.25 each in the case of GRU, City Utilities and Cowlitz or such other amounts relating to any future Guarantors (the “Trade Guaranty Limit”). Furthermore, the respective guaranty amount for each Guarantor with respect to this Guaranty shall be limited to the respective amount set forth in Schedule 1 attached hereto (the “Guaranty Amount”).

2. **Guaranty Absolute.** The liability of Guarantors under this Guaranty shall be absolute and unconditional irrespective of:
- (a) any lack of validity or enforceability of or defect or deficiency in any Agreement or any other documents executed in connection with any Agreement;
 - (b) any modification, extension or waiver of any of the terms of any Agreement;
 - (c) any change in the time, manner, terms or place of payment of or in any other term of, all or any of the Guaranteed Obligations, or any other amendment or waiver of or any consent to departure from any Agreement or any other agreement or instrument executed in connection therewith;
 - (d) any sale, exchange, release or non-perfection of any property standing as security for the liabilities hereby guaranteed, or any liabilities incurred directly or indirectly hereunder or any setoff against any of said liabilities, or any release or amendment or waiver of or consent to departure from this Guaranty or any other guaranty, for all or any of the Guaranteed Obligations;
 - (e) except as to applicable statutes of limitation, failure, omission, delay, waiver or refusal by Creditor to exercise, in whole or in part, any right or remedy held by Creditor with respect to any Agreement or any transaction under any Agreement;
 - (f) any change in the existence, structure or ownership of Guarantors or TEA, or any insolvency, bankruptcy, reorganization or other similar proceeding affecting TEA or its assets; or
 - (g) any other circumstance that might otherwise constitute a defense available to, or a discharge of, TEA under any Agreement, or any other agreement or instrument (including any Guarantor) in respect of the Guaranteed Obligations, other than payment in full of the Guaranteed Obligations.

The obligations of Guarantors hereunder are several from TEA or any other person, and are primary obligations concerning which the Guarantors are each the principal obligor. There are no conditions precedent to the enforcement of this Guaranty, except as expressly contained herein. It shall not be necessary for Creditor, in order to enforce payment by Guarantors under this Guaranty, to show any proof of TEA's default, to exhaust its remedies against TEA, any other Guarantor, or any other person liable for the payment or performance of the Guaranteed Obligations. Creditor shall not be required to mitigate damages or take any other action to reduce, collect, or enforce the Guaranteed Obligations. Nonetheless, payment by any Guarantor of any of the Guaranteed Obligations shall, to the extent of the amount of such payment, absolve the remaining Guarantors of any liability to pay such amount of the Guaranteed Obligations.

The liability of the Guarantors under this Guaranty with respect to the aggregate principal amount of Guaranteed Obligations shall not exceed the lesser of the principal amount of obligations outstanding or the aggregate "Guaranty Amount" in Schedule 1, and Creditor shall limit TEA's obligations to such amount.

This Guaranty shall continue to be effective or be reinstated, as the case may be, if at any time any payment of any of the Guaranteed Obligations are annulled, set aside, invalidated, declared to be fraudulent or preferential, rescinded or must otherwise be returned, refunded or repaid by Creditor upon the insolvency, bankruptcy, dissolution, liquidation or reorganization of TEA or any other Guarantor, or upon or as a result of the appointment of a receiver, intervenor or conservator of, or trustee or similar officer for, TEA or any other Guarantor or any substantial part of its property or otherwise, all as though such payment or payments had not been made.

3. **Waiver.** This is a guaranty of payment and not of collection. Guarantors hereby waive:
- (a) notice of acceptance of this Guaranty, of the creation or existence of any of the Guaranteed Obligations and of any action by Creditor in reliance hereon or in connection herewith;
 - (b) notice of the entry into any Agreement between TEA and Creditor and of any amendments, supplements or modifications thereto; or any waiver of consent under any Agreement, including waivers of the payment and performance of the obligations thereunder;
 - (c) notice of any increase, reduction or rearrangement of TEA's obligations under any Agreement or any extension of time for the payment of any sums due and payable to Creditor under any Agreement;
 - (d) except as expressly set forth herein, presentment, demand for payment, notice of dishonor or nonpayment, protest and notice of protest or any other notice of any other kind with respect to the Guaranteed Obligations; and
 - (e) any requirement that suit be brought against, or any other action by Creditor be taken against, or any notice of default or other notice be given to, or any demand be made on, TEA or any other person, or that any other action be taken or not taken as a condition to Guarantors' liability for the Guaranteed Obligations under this Guaranty or as a condition to the enforcement of this Guaranty against Guarantors.
4. **Expenses.** Notwithstanding and in addition to the limit on Guarantors' liability hereunder set forth in Section 1, Guarantors agree to pay on demand any and all costs, including reasonable legal fees and expenses, and other expenses incurred by Creditor in enforcing Guarantors' payment obligations under this Guaranty; provided that Guarantors shall not be liable for any expenses of Creditor if no payment under this Guaranty is due.

5. **Subrogation.** Guarantors shall be subrogated to all rights of Creditor against TEA in respect of any amounts paid by Guarantors pursuant to this Guaranty; provided that Guarantors waive any rights it may acquire by way of subrogation under this Guaranty, by any payment made hereunder or otherwise (including, without limitation, any statutory rights of subrogation under Section 509 of the Bankruptcy Code, 11 U.S.C. § 509, or otherwise), reimbursement, exoneration, contribution, indemnification, or any right to participate in any claim or remedy of Creditor against TEA or any collateral which Creditor now has or acquires, until all of the Guaranteed Obligations shall have been irrevocably paid to Creditor in full. If any amount shall be paid to the Guarantors on account of such subrogation rights at any time when all the Guaranteed Obligations shall not have been paid in full, such amount shall be held in trust for the benefit of Creditor and shall forthwith be paid to Creditor to be applied to the Guaranteed Obligations. If (a) Guarantors shall perform and shall make payment to Creditor of all or any part of the Guaranteed Obligations and (b) all the Guaranteed Obligations shall have been paid in full, Creditor shall, at Guarantors' request, execute and deliver to the Guarantors appropriate documents necessary to evidence the transfer by subrogation to the Guarantors of any interest in the Guaranteed Obligations resulting from such payment by Guarantors.
6. **Setoff.** Creditor is hereby authorized at any time, to the fullest extent permitted by law, to set off and apply any deposits (general or special, time or demand, provisional or final) and other indebtedness owing by Creditor to or for the account of Guarantors against any and all of the obligations of Guarantors under this Guaranty, irrespective of whether or not Creditor shall have made any demand under this Guaranty or such Agreement and although such obligations may be contingent and unmatured. Creditor agrees promptly to notify Guarantors after any such set-off and application made by Creditor; provided that the failure to give such notice shall not affect the validity of such set-off and application.
7. **Notices.** All demands, notices and other communications provided for hereunder shall, unless otherwise specifically provided herein, (a) be in writing addressed to the party receiving the notice at the address set forth below or at such other address as may be designated by written notice, from time to time, to the other party, and (b) be effective upon delivery, when mailed by U.S. mail, registered or certified, return receipt requested, postage prepaid, by express courier with traceable receipt, by facsimile, or personally delivered. Notices shall be sent to the following addresses:

If to Creditor:

Southwest Power Pool, Inc.
201 Worthen Drive
Little Rock, AR 72223-4936
Attention: Credit and Risk Management Department

If to Guarantors:

(A) To JEA:

JEA
21 West Church Street
Suite 1600
Jacksonville, Florida 32202-3139
Attn: Managing Director and Chief Executive Officer

With a copy, which shall not constitute notice, to:

JEA
21 West Church Street
Suite 1600
Jacksonville, Florida 32202-3139
Attention: Chief Legal Officer

(B) To MEAG Power:

Municipal Electric Authority of Georgia
1470 Riveredge Parkway
Atlanta, Georgia 30328
Attention: Chief Executive Officer

(C) To Santee Cooper:

Santee Cooper
One Riverwood Drive
Moncks Comer, South Carolina 29461-2901
Attention: General Counsel

(D) To NPPD:

Nebraska Public Power District
1414 15th Street
Columbus, Nebraska 68601
Attn: President and Chief Executive Officer

With a copy, which shall not constitute notice, to:

Nebraska Public Power District
1414 15th Street
Columbus, Nebraska 68601
Attn: General Counsel

(E) To AMP:

American Municipal Power, Inc.
1111 Schrock Road
Suite 100
Columbus, Ohio 43229
Attn: President

With a copy, which shall not constitute notice, to:

American Municipal Power, Inc.
1111 Schrock Road
Suite 100
Columbus, Ohio 43229
Attn: General Counsel

(F) To GRU:

City of Gainesville, Florida
301 SE 4th Avenue
Gainesville, Florida 32601
Attn: General Manager for Utilities (*for overnight courier
or hand delivery*)

City of Gainesville, Florida
P.O. Box 147117, Station A134
Gainesville, Florida 32614-7117
Attn: General Manager for Utilities (*for U.S. mail*)

With a copy, which shall not constitute notice, to:

City of Gainesville, Florida
301 SE 4th Avenue
Gainesville, Florida 32601
Attn: Utilities Attorney (*for overnight courier or hand delivery*)

City of Gainesville, Florida
P.O. Box 147117, Station A138
Gainesville, Florida 32614-7117
Attn: Utilities Attorney (*for U.S. mail*)

(G) To City Utilities:

City Utilities of Springfield, Missouri
301 E. Central
Springfield, Missouri 65802
Attention: General Manager (*for courier delivery*)

City Utilities of Springfield, Missouri
P.O. Box 551
Springfield, Missouri 65801-0551
Attention: General Manager (*for U.S. Mail*)

With a copy, which shall not constitute notice, to:

Dwayne Fulk, Esq.
City Utilities of Springfield, Missouri
301 East Central
Springfield, Missouri 65801-0551

(H) To Cowlitz:

Public Utility District No. 1 of Cowlitz County, Washington
961 12th Avenue
P.O. Box 3007
Longview, WA 98632

8. **Demand and Payment.** Any demand by Creditor for payment hereunder shall be in writing, signed by a duly authorized officer of Creditor and delivered to Guarantors pursuant to Section 7 hereof, and shall (a) reference this Guaranty, (b) specifically identify TEA, the Guaranteed Obligations to be paid and the amount of such Guaranteed Obligations, and (c) set forth payment instructions. There are no other requirements of notice, presentment or demand. Guarantors shall pay, or cause to be paid, such Guaranteed Obligations within two (2) business days of receipt of such demand.
9. **No Waiver; Remedies.** Except as to applicable statutes of limitation, no failure on the part of Creditor to exercise, and no delay in exercising, any right hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any right hereunder preclude any other or further exercise thereof or the exercise of any other right. The remedies herein provided are cumulative and not exclusive of any remedies provided by law.
10. **Term; Termination.** This Guaranty shall continue in full force and effect for the term of the Agreements. Notwithstanding the foregoing, this Guaranty may be terminated at any time by Guarantors by providing at least sixty (60) days' prior written notice to Creditor; provided, however, upon termination hereof, Guarantors agree that the obligations and liabilities hereunder shall continue in full force and effect with respect to any obligations incurred prior to the termination date, and any fees and costs of enforcement in connection herewith.
11. **Assignment; Successors and Assigns.** Creditor may, upon notice to Guarantors, assign its rights hereunder without the consent of Guarantors. Each Guarantor may assign its rights hereunder with the prior written consent of Creditor, which consent shall not be unreasonably withheld. Subject to the foregoing, this Guaranty shall be binding upon and inure to the benefit of the parties hereto and their respective successors, permitted assigns, and legal representatives.
12. **Amendments, Etc.** A written amendment executed by Guarantors only may (a) increase the guaranty limit specified in Section 1 and/or (b) extend the termination date of this Guaranty. No other amendment of this Guaranty shall be effective unless in writing and

signed by Guarantors and Creditor. No waiver of any provision of this Guaranty nor consent to any departure by Guarantors therefrom shall in any event be effective unless such waiver shall be in writing and signed by Creditor. Any such waiver shall be effective only in the specific instance and for the specific purpose for which it was given.

13. **Captions.** The captions in this Guaranty have been inserted for convenience only and shall be given no substantive meaning or significance whatsoever in construing the terms and provisions of this Guaranty.

14. **Representation and Warranties.**

Each Guarantor represents and warrants (but only as to itself) as follows:

- (a) JEA is a public body corporate and politic created under the laws of the State of Florida; MEAG Power is a public corporation and instrumentality of the State of Georgia; Santee Cooper is a body corporate and politic created by the laws of the State of South Carolina; NPPD is a public corporation and political subdivision of the State of Nebraska; AMP is a non-profit corporation organized under the laws of the State of Ohio; GRU is a Florida municipal corporation; City Utilities is a component unit of the City of Springfield, Missouri; and Cowlitz is a public utility district organized and validly existing under and pursuant to the laws of the State of Washington. Each Guarantor has full corporate power to execute, deliver and perform this Guaranty. This representation is evidenced by a copy of the resolution(s) of the governing body of each Guarantor authorizing this Guaranty, which is attached to and made a part of this Guaranty. Any future member of TEA which becomes a Guarantor shall make a similar representation and warranty in an amendment hereto;
- (b) the execution, delivery and performance of this Guaranty have been and remain duly authorized by all necessary governmental action and do not contravene Guarantor's organizational or governing documents or any contractual restriction binding on Guarantor or its assets;
- (c) this Guaranty is not in violation of other undertakings or requirements applicable to Guarantor, and is enforceable against Guarantor in accordance with these terms;
- (d) this Guaranty constitutes the legal, valid and binding obligation of Guarantor enforceable against Guarantor in accordance with its terms, subject, as to enforcement, to bankruptcy, insolvency, reorganization and other laws of general applicability relating to or affecting Creditor's rights and to general equity principles; and
- (e) the audited financial statements of Guarantor for the most recent fiscal year and (if applicable) the unaudited financial statements of Guarantor for the most recent quarter (the "Financial Statements"), heretofore delivered to Creditor by

Guarantor present fairly the financial condition and results of operations of Guarantor as of the dates and for the period specified therein in conformity with United States generally accepted accounting principles, and, except as otherwise expressly stated therein, consistently applied. Except as expressly stated to Creditor in writing, there has been no Material Adverse Change in the financial condition of Guarantor and its consolidated subsidiaries since the dates of the Financial Statements.

15. **Limitation by Law.** All rights, remedies and powers provided in this Guaranty may be exercised only to the extent that the exercise thereof does not violate any applicable provision of law, and all the provisions of this Guaranty are intended to be subject to all applicable mandatory provisions of law that may be controlling and to be limited to the extent necessary so that they will not render this Guaranty invalid, unenforceable, in whole or in part, or not entitled to be recorded, registered or filed under the provisions of any applicable law.
16. **GOVERNING LAW; SUBMISSION TO EXCLUSIVE JURISDICTION. THIS GUARANTY SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF ARKANSAS AND ANY APPLICABLE FEDERAL LAW. TO THE EXTENT PERMITTED BY APPLICABLE LAW, THE PARTIES HERETO HEREBY SUBMIT TO THE EXCLUSIVE JURISDICTION OF ANY ARKANSAS STATE COURT SITTING IN PULASKI COUNTY, ARKANSAS, OR THE UNITED STATES DISTRICT COURT FOR THE EASTERN DISTRICT OF ARKANSAS, FOR THE PURPOSES OF ALL LEGAL PROCEEDINGS ARISING OUT OF OR RELATING TO THIS GUARANTY OR THE TRANSACTIONS CONTEMPLATED HEREBY. THE PARTIES HEREBY WAIVE ANY OBJECTION TO VENUE IN PULASKI COUNTY, ARKANSAS, AND ANY OBJECTION TO ANY ACTION OR PROCEEDING ON THE BASIS OF FORUM NON CONVENIENS.**

IN WITNESS WHEREOF, Guarantors has caused this Guaranty to be duly executed and delivered by its duly authorized officer effective as of this 1st day of March, 2014 (“Effective Date”).

Approved as to form

JEA

By _____
Chief Legal Officer

By _____
Paul E. McElroy
Managing Director and Chief Executive Officer

**MUNICIPAL ELECTRIC
AUTHORITY OF GEORGIA**

By _____
James E. Fuller
President and Chief Executive Officer

NEBRASKA PUBLIC POWER DISTRICT

By _____
Patrick L. Pope
President and Chief Executive Officer

**SOUTH CAROLINA PUBLIC SERVICE
AUTHORITY**

By _____
James E. Brogdon, Jr.
Interim President & Chief Executive Officer

Approved as to Form:

AMERICAN MUNICIPAL POWER, INC.

By: _____
Rachel Gerrick
Senior Vice President and General
Counsel for Corporate Affairs

By _____
Marc S. Gerken
President

Approved as to Form and Legality:

CITY OF GAINESVILLE, FLORIDA

By _____
Keino Young
Utilities Attorney

By _____
Edward J. Bielarski, Jr.
General Manager for Utilities

Approved as to Form

**CITY UTILITIES OF SPRINGFIELD,
MISSOURI**

Dwayne Fulk
General Counsel

By _____
Scott A. Miller
General Manager

**PUBLIC UTILITY DISTRICT NO. 1 OF
COWLITZ COUNTY, WASHINGTON**

By _____
Steven D. Kern
General Manager

SCHEDULE 1

BENEFICIARY DESIGNATION SCHEDULE

This Beneficiary Designation Schedule No. _____, refers to that certain Trade Guaranty Agreement dated as of _____ 1, 2018 from JEA, MEAG Power, Santee Cooper, NPPD, AMP, GRU, City Utilities, Cowlitz and any future guarantors (the "Trade Guaranty Agreement"). Capitalized terms used herein and not defined are used as defined in the Guaranty attached hereto.

Creditor: Southwest Power Pool, Inc.

	Guaranty Amount	Trade Guaranty Limit
JEA	\$ _____	\$15,761,904.76
MEAG Power	\$ _____	15,761,904.76
Santee Cooper	\$ _____	15,761,904.76
NPPD	\$ _____	15,761,904.76
AMP	\$ _____	15,761,904.76
GRU	\$ _____	5,253,968.25
City Utilities	\$ _____	5,253,968.25
Cowlitz	\$ _____	5,253,968.25
Total Guaranty Amount of all Guarantors:	\$ _____	

The aggregate amount severally guaranteed by each of JEA, MEAG Power, Santee Cooper, NPPD, AMP, GRU, City Utilities and Cowlitz on this date under the Guaranty does not exceed the respective Trade Guaranty Limits set out above as specified in the Trade Guaranty Agreement; and The Energy Authority, Inc. will not execute Beneficiary Designation Schedules relating to the above-described Guaranty which in the aggregate at any time in force exceed such respective Guaranty Limits for each such entity, unless the Trade Guaranty Limit as described in such Guaranty shall have been increased in the Trade Guaranty Agreement.

Notice Addresses under this Schedule 1:

JEA
21 West Church Street, Suite 1600
Jacksonville, FL 32202-3139
Attn: Chief Financial Officer

American Municipal Power, Inc.
1111 Schrock Road
Suite 100
Columbus, OH 43229
Attn: President

Municipal Electric Authority of Georgia
1470 Riveredge Parkway
Atlanta, GA 30328
Attn: Chief Executive Officer

Gainesville Regional Utilities
301 SE 4th Avenue
Gainesville, FL 32601
Attn: General Manager for Utilities

South Carolina Public Service Authority
One Riverwood Drive
Moncks Corner, SC 29461-2901
Attn: General Counsel

City Utilities of Springfield, Missouri
301 E. Central
Springfield, MO 65802
Attn: General Manager

Nebraska Public Power District
1414 15th Street
Columbus, NE 68601
Attn: Chief Executive Officer

Public Utility District No. 1 of
Cowlitz County, Washington
961 12th Avenue
P. O. Box 3007
Longview, WA 98632

Executed this ___ day of _____, 2018.

THE ENERGY AUTHORITY, INC.

By: _____
Malinda Prudencio
VP, Risk Control and Chief Risk Officer