

**FIRST AMENDMENT TO THE  
12KV LINE INSTALLATION AGREEMENT**

This First Amendment to the 12kV System Installation Agreement (“First Amendment”) dated as of this 20 day of October, 2022, (“Effective Date”) is by and between Greater Orlando Aviation Authority (“GOAA”), having its principal offices at the Orlando International Airport, One Jeff Fuqua Boulevard, Orlando, Florida 32827 and the Orlando Utilities Commission (“OUC”), whose offices are located at 100 West Anderson Street, Orlando, Florida 32801 (together GOAA and OUC referred to as a “Party” or together as the “Parties”).

**WITNESSETH:**

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

**WHEREAS**, under the Global Agreement OUC agreed, among other things, to install the 12kV System (as defined in the Global Agreement, less the conduit and manholes) (“12kV Distribution System”) in support of services to be provided by OUC to GOAA under the Global Agreement rather than having GOAA’s contractor doing such work;

**WHEREAS**, the parties entered into that certain 12KV Line Installation Agreement dated April 28, 2020 (the “12KV Agreement”);

**WHEREAS**, as a result of the delay in construction of the Phase P1X of the STC, a portion of the work relating to installation of transformers cannot be completed at this time;

**WHEREAS**, the parties desire to amend the 12KV Agreement to set forth the terms under which OUC will hold and maintain two (2) transformers for the next twenty-four (24) months for no additional charge.

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

1. **Recitals.** The aforementioned recitals are true and correct and incorporated herein by reference.

2. **Definitions.** The definitions used herein shall have the definitions ascribed to them in the 12KV Agreement, unless otherwise defined herein.

3. **Transformers for Phase P1X.** OUC agrees to hold and maintain Transformers TX-7EMSBCSW1 and TX-7EMSBCSW2 (the “P1X Transformers”) at no additional cost to GOAA for a period of up to twenty-four (24) months from the Turnover Date under the Global Agreement.

At Turnover Date, OUC shall credit the labor portion of the installation into the Capital Reserve Account and upon installation OUC will draw funds from the Capital Reserve Account for labor equal to the credit. In the event there is a delta in the actual cost versus the credit, GOAA shall fund same. Prior to expiration of the twenty-four (24) month period, GOAA shall elect to either (i) release the P1X Transformers to OUC and OUC will credit the Capital Reserve Account for an amount equal to the contract price paid by OUC for the P1X Transformers, or (ii) or have OUC continue to hold the P1X Transformers at an annual handling charge not to exceed 20% of the contract price of the P1X Transformers. During the initial twenty-four (24) month period or in the event GOAA elects to have OUC continue to hold the P1X Transformers thereafter, upon a one hundred eighty (180) day written notice to OUC, OUC shall install the P1X Transformers, connect the wire pulls, and confirm all is in working order.

4. **Binding Agreement.** This First Amendment shall be binding on and inure to the benefit of the parties hereto and their respective successors and assigns.

5. **Ratification.** Except as expressly amended by First Amendment, the 12KV Agreement shall continue in full force and effect in accordance with its terms.

[REMAINDER OF PAGE LEFT INTENTIONALLY BLANK]

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

Witness:

Gail Musselwhite  
Print Name: Gail Musselwhite

Alba L. Bueno  
Print Name: Alba L. Bueno

**“GOAA”  
THE GREATER ORLANDO  
AVIATION AUTHORITY**

By: [Signature]  
Kevin J. Thibault, P.E., F. ASCE  
Chief Executive Officer

Date: 10/20, 2022

ATTEST:

By: [Signature]  
Anna Farmer  
Assistant Secretary

*[Official Seal]*

APPROVED AS TO FORM AND LEGALITY on this 19<sup>th</sup> day of October, 2022 for the use and reliance of the Greater Orlando Aviation Authority, only.

C.J. Wilson Law, P.A., Counsel

By: [Signature]  
Christopher J. Wilson, Esq.

**“OUC”**

**ORLANDO UTILITIES COMMISSION**

Witness:

\_\_\_\_\_  
Print Name: \_\_\_\_\_

\_\_\_\_\_  
Print Name: \_\_\_\_\_

By \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Approved as to Form and Legality  
This \_\_\_ day of \_\_\_\_\_, 2022

By: \_\_\_\_\_  
General Counsel  
Orlando Utilities Commission