



**RESTATED AND AMENDED
BULK POWER SUPPLY SYSTEM
REVENUE BOND RESOLUTION**

Adopted November 18, 2008
As Amended through March 26, 2014

A RESOLUTION FURTHER READOPTING, AMENDING AND RESTATING A RESOLUTION OF JEA ADOPTED ON SEPTEMBER 18, 2007 ENTITLED "RESTATED AND AMENDED BULK POWER SUPPLY SYSTEM RESOLUTION" WHICH RESOLUTION AMENDED AND RESTATED A RESOLUTION OF JEA ADOPTED ON FEBRUARY 5, 1991 ENTITLED "A RESOLUTION OF THE JACKSONVILLE ELECTRIC AUTHORITY AUTHORIZING THE ISSUANCE OF BULK POWER SUPPLY SYSTEM REVENUE BONDS FOR THE PURPOSE OF FINANCING THE COSTS OF CERTAIN SEPARATE BULK POWER SUPPLY UTILITIES OR SYSTEMS TO BE UNDERTAKEN BY SAID AUTHORITY; SPECIFYING DEFINITIONS AND THE STATUTORY AUTHORITY THEREFOR; SPECIFYING TERMS AND CONDITIONS FOR THE AUTHORIZATION AND ISSUANCE OF SAID BONDS; DESIGNATING SAID AUTHORITY'S UNDIVIDED OWNERSHIP INTEREST IN PLANT ROBERT W. SCHERER UNIT NO. 4 AS SUCH A SEPARATE BULK POWER SUPPLY UTILITY OR SYSTEM, AND AUTHORIZING AN INITIAL ISSUE OF SAID BONDS IN AN AGGREGATE PRINCIPAL AMOUNT OF NOT EXCEEDING \$250,000,000 TO PAY COSTS THEREOF; AUTHORIZING, SUBJECT TO APPROVAL OF THE CITY COUNCIL OF THE CITY OF JACKSONVILLE, FLORIDA, THE FINANCING, ACQUISITION, OWNERSHIP AND OPERATION OF ADDITIONAL SEPARATE BULK POWER SUPPLY UTILITIES OR SYSTEMS; SPECIFYING GENERAL TERMS AND PROVISIONS OF SAID BONDS; SPECIFYING GENERAL TERMS FOR THE REDEMPTION OF SAID BONDS; PROVIDING FOR THE PAYMENT AND SECURITY OF SAID BONDS AND PROVIDING FOR THE ESTABLISHMENT OF FUNDS AND APPLICATION THEREOF; MAKING CERTAIN COVENANTS AND AGREEMENTS WITH THE HOLDERS OF SAID BONDS; ESTABLISHING EVENTS OF DEFAULT AND REMEDIES THEREFOR; PROVIDING FOR THE RIGHTS AND RESPONSIBILITIES OF THE FIDUCIARIES; PROVIDING FOR AMENDING AND SUPPLEMENTING SUCH RESOLUTION; PROVIDING CERTAIN OTHER MATTERS IN CONNECTION WITH SAID BONDS; AND PROVIDING AN EFFECTIVE DATE" AS HERETOFORE AMENDED; AMENDING A RESOLUTION OF JEA ADOPTED ON MAY 19, 1998 ENTITLED "A RESOLUTION OF THE JACKSONVILLE ELECTRIC AUTHORITY (A) PROVIDING FOR THE AMENDMENT AND RESTATEMENT OF A RESOLUTION OF SAID AUTHORITY ADOPTED ON MARCH 30, 1982 ENTITLED 'A RESOLUTION AUTHORIZING THE REFUNDING OF PRESENTLY OUTSTANDING REVENUE OBLIGATIONS OF THE

JACKSONVILLE ELECTRIC AUTHORITY AND THE ACQUISITION AND CONSTRUCTION OF ADDITIONS, EXTENSIONS AND IMPROVEMENTS TO THE ELECTRIC GENERATION, TRANSMISSION AND DISTRIBUTION SYSTEM OWNED AND OPERATED BY THE AUTHORITY; PROVIDING FOR THE ISSUANCE OF NOT EXCEEDING \$487,000,000 ELECTRIC SYSTEM REVENUE BONDS, SERIES ONE, OF THE JACKSONVILLE ELECTRIC AUTHORITY TO PAY THE COST OF SUCH REFUNDING AND THE COST OF SUCH ADDITIONS, EXTENSIONS AND IMPROVEMENTS; PROVIDING FOR THE PAYMENT OF THE BONDS FROM THE NET REVENUES OF THE ELECTRIC SYSTEM AND MAKING CERTAIN COVENANTS AND AGREEMENTS IN CONNECTION THEREWITH; AND PROVIDING AN EFFECTIVE DATE', AS HERETOFORE AMENDED AND SUPPLEMENTED, UPON THE SATISFACTION OF CERTAIN CONDITIONS, INCLUDING, WITHOUT LIMITATION, CONSENT OF THE HOLDERS OF SIXTY PERCENTUM (60%) OR MORE IN PRINCIPAL AMOUNT OF THE BONDS ISSUED PURSUANT THERETO OUTSTANDING AND (B) PROVIDING FOR THE FURTHER AMENDMENT THEREOF UPON THE SATISFACTION OF CERTAIN CONDITIONS; AND PROVIDING AN EFFECTIVE DATE," BY RESCINDING ARTICLE IV THEREOF; AND PROVIDING AN EFFECTIVE DATE.

TABLE OF CONTENTS

	Page
ARTICLE I	DEFINITIONS AND STATUTORY AUTHORITY..... 3
101.	Definitions..... 3
102.	Authority for the Resolution 26
103.	Resolution to Constitute Contract..... 27
ARTICLE II	AUTHORIZATION AND ISSUANCE OF BONDS AND AUTHORIZATION OF SCHERER 4 PROTECT..... 27
201.	Authorization of Bonds..... 27
202.	General Provisions for Issuance of Bonds of Each Series 27
203.	Authorization of Scherer 4 Project and Scherer 4 Project Issue..... 29
204.	Additional Bonds 30
205.	Refunding Bonds 31
206.	Reimbursement Obligations..... 32
207.	Special Provisions Relating to Capital Appreciation Bonds, Deferred Income Bonds and Reimbursement Obligations..... 32
208.	Capital Lease Obligations 33
ARTICLE III	GENERAL TERMS AND PROVISIONS OF BONDS..... 34
301.	Medium of Payment; Form and Date; Letters and Numbers..... 34
302.	Legends 35
303.	Execution and Authentication..... 35
304.	Interchangeability of Bonds..... 36
305.	Negotiability, Transfer and Registry..... 36
306.	Regulations with Respect to Exchanges and Transfers 36
307.	Bonds Mutilated, Lost, Stolen or Destroyed..... 37
308.	Payment of Interest on Bonds; Interest Rights Preserved..... 37
309.	Book Entry Bonds..... 38
ARTICLE IV	REDEMPTION OF BONDS 41
401.	Privilege of Redemption and Redemption Price..... 41
402.	Redemption of Bonds 41
403.	Selection of Bonds to be Redeemed 41

TABLE OF CONTENTS
(continued)

	Page
404. Notice of Redemption	42
405. Payment of Redeemed Bonds	42
ARTICLE V ESTABLISHMENT OF FUNDS AND APPLICATION THEREOF.....	43
501. The Pledge Effected by the Resolution.....	43
502. Establishment of Funds and Accounts	44
503. Construction Fund.....	44
504. Revenues and Revenue Fund	45
505. Payment of Operation and Maintenance Expenses.....	46
506. Payments into Certain Funds	46
507. Debt Service Fund -- Debt Service Account.....	48
508. Debt Service Fund -- Debt Service Reserve Account.....	49
509. Establishment of Initial Subaccount in the Debt Service Reserve Account and Application Thereof	50
510. Subordinated Indebtedness Fund	54
511. Rate Stabilization Fund.....	55
512. Renewal and Replacement Fund.....	55
513. General Reserve Fund.....	56
514. Cancellation and Destruction of Bonds	57
515. Credits Against Sinking Fund Installments	57
516. Subordinated Indebtedness	57
517. Purchases of Bonds.....	58
ARTICLE VI DEPOSITORIES OF MONEYS, SECURITY FOR DEPOSITS AND INVESTMENT OF FUNDS.....	58
601. Depositories	58
602. Deposits.....	58
603. Investment of Certain Funds.....	59
604. Valuation and Sale of Investments	60
ARTICLE VII PARTICULAR COVENANTS OF JEA	61
701. Payment of Bonds.....	61

TABLE OF CONTENTS

(continued)

	Page
702. Extension of Payment of Bonds.....	61
703. Offices for Servicing Bonds.....	61
704. Further Assurance	61
705. Power to Issue Bonds and Pledge Revenues and Other Funds.....	62
706. Power to Fix and Collect Rates, Fees and Charges	62
707. Creation of Liens; Sale and Lease of Property	62
708. Annual Budget	63
709. Acquisition and Construction of the Projects and Their Operation and Maintenance	64
710. Rates, Fees and Charges	64
711. Allocation to Electric System of Output and Capacity of Projects;Obligations of Electric System	65
712. Maintenance of Insurance	67
713. Reconstruction; Application of Insurance Proceeds; Condemnation Awards	68
714. Accounts and Reports	68
715. Payment of Taxes and Charges.....	69
716. Power to Operate the Electric System and Collect Rates and Fees	69
717. Sale or Mortgage of the Electric System	69
718. Operation and Maintenance of the Electric System.....	70
719. Rates and Fees of the Electric System	70
720. Maintenance of Insurance for the Electric System	70
721. Compliance with SJRPP Resolution.....	70
722. Operation and Maintenance of Separate Bulk Power Supply Systems	71
723. General.....	71
ARTICLE VIII REMEDIES OF BONDHOLDERS.....	71
801. Events of Default	71
802. Accounting and Examination of Records After Default.....	73
803. Application of Revenues and Other Moneys After Default.....	73
804. Appointment of Receiver	75

TABLE OF CONTENTS

(continued)

	Page
805. Remedies Not Exclusive	75
806. Effect of Waiver and Other Circumstances	75
807. Notice of Default.....	75
ARTICLE IX THE FIDUCIARIES	76
901. Paying Agents	76
902. Responsibilities of Fiduciaries	76
903. Evidence on Which Fiduciaries May Act	76
904. Compensation	77
905. Certain Permitted Acts	77
906. Merger or Consolidation	77
907. Adoption of Authentication	78
ARTICLE X SUPPLEMENTAL RESOLUTIONS	78
1001. Supplemental Resolutions Effective Without Delivery of Counsel’s Opinion as to No Material Adverse Effect and Without Consent of Bondholders	78
1002. Supplemental Resolutions Effective Upon Delivery of Counsel’s Opinion as to No Material Adverse Effect.....	79
1003. Supplemental Resolutions Effective with Consent of Bondholders	80
1004. General Provisions	80
ARTICLE XI AMENDMENTS	81
1101. Mailing.....	81
1102. Powers of Amendment.....	81
1103. Consent of Bondholders.....	81
1104. Modifications by Unanimous Consent.....	83
1105. Exclusion of Bonds	83
1106. Notation on Bonds	83
ARTICLE XII MISCELLANEOUS	83
1201. Defeasance	83
1202. Evidence of Signatures of Bondholders and Ownership of Bonds.....	89
1203. Moneys Held for Particular Bonds	90

TABLE OF CONTENTS
(continued)

	Page
1204. Preservation and Inspection of Documents.....	90
1205. Parties Interested Herein	90
1206. No Recourse on the Bonds.....	90
1207. Publication of Notice; Suspension of Publication	90
1208. Action by Credit Enhancer When Action by Bondholders Required	91
1209. Severability of Invalid Provisions.....	91
1210. Holidays	91
1211. Validation of Bonds Authorized.....	91
1212. Rescission of Article IV of May 1998 Amending Resolution.....	92
ARTICLE XIII EFFECTIVE DATE.....	93
1301. Effective Date	93

WHEREAS, JEA was created and established by Chapter 67-1569, Laws of Florida, as a body politic and corporate, to assume the ownership, management, operation and obligations of the electric system of the City of Jacksonville, Florida (the "City"); on October 1, 1968 the Legislature of the State of Florida repealed said Chapter 67-1569 and amended Chapter 67-1320, Laws of Florida, Special Acts of 1967, being the Charter of the City (hereinafter called the "Charter"), to add Article 30, thereby confirming the creation and establishment of JEA and bringing JEA into said Charter said Article 30, as amended and readopted by Chapter 80-515, Laws of Florida, Special Acts of 1980, as amended, and as subsequently recodified as Article 21 of said Charter, authorizes JEA to construct, acquire, improve, extend, enlarge, maintain, repair and operate the electric system of the City; and, in addition to the powers conferred by said Charter, Chapter 80-513, Laws of Florida, Special Acts of 1980, as amended, authorizes JEA to acquire, own and operate, as separate bulk power supply utilities or systems, electric generating plants and transmission lines for the generation and transmission of electric power and energy, including joint construction, ownership and operation of such facilities with other electric utilities; and

WHEREAS, JEA's Electric System, as hereinafter defined, consists of all properties and assets, real and personal and tangible and intangible, of JEA, now or hereafter existing, used for or pertaining to the generation, transmission, transformation or distribution of electric power and energy, other than electric generating plants and transmission lines financed, owned and operated by JEA as separate bulk power supply utilities or systems for the generation and transmission of electric power and energy; and

WHEREAS, JEA has heretofore entered into an Agreement for Joint Ownership, Construction and Operation of St. Johns River Power Park, Coal Units #1 and #2 with Florida Power & Light Company ("FPL"), a corporation organized and existing under the laws of the State of Florida, pursuant to which JEA has acquired an undivided ownership interest in, and is entitled to a portion of the electric power and energy derived from, those facilities described therein and designated as the Joint Facilities, which undivided ownership interest in the Joint Facilities was financed and acquired as, and is being owned and operated as, a separate bulk power supply utility or system pursuant to a resolution adopted by JEA on March 30, 1982 entitled "St. Johns River Power Park System Revenue Bond Resolution," as amended and supplemented (together with a resolution adopted by JEA on February 20, 2007 entitled "St. Johns River Power Pack System Second Revenue Bond Resolution," collectively, the "SJRPP Resolution"), and which separate bulk power supply utility or system is known as the "St. Johns River Power Park System" (the "SJRPP System"); and

WHEREAS, JEA has entered into a Plant Robert W. Scherer Unit Number Four Purchase and Ownership Participation Agreement with Georgia Power Corporation ("GPC"), a corporation organized and existing under the laws of the State of Georgia, and FPL, pursuant to which JEA has acquired an undivided ownership interest in, and is entitled to a portion of the electric power and energy derived from, GPC's Plant Robert W. Scherer Unit No. 4, an 846 MW coal-fired, steam electric generating unit located near Forsyth, Georgia ("Scherer 4"), and associated facilities; and

WHEREAS, JEA has determined that its undivided ownership interest in Scherer 4 and such associated facilities is required to provide for present and projected needs for power and energy of the residents of the City and the other electric consumers of JEA; and

WHEREAS, JEA has determined that the continued ownership of its undivided ownership interest in Scherer 4 and such associated facilities as a separate bulk power supply utility or system, known as the “Scherer 4 Project” is in the best interests of JEA and its customers; and

WHEREAS, JEA may in the future acquire additional electric generating plants or transmission lines, or portions thereof (as more fully defined in Section 101 hereof, “Additional Projects”), and, subject to approval of the City Council of the City, may determine to finance, own and operate each such Additional Project as a separate bulk power supply utility or system; and

WHEREAS, capacity of the Scherer 4 Project and each Additional Project, if any, will continue to be and will be made available to JEA’s Electric System in accordance with the terms and conditions hereinafter provided in order to meet electric power and energy requirements and transmission needs of JEA’s Electric System; and

WHEREAS, JEA has determined to finance, and the City Council of the City by the enactment of Ordinance 91-173-62 has approved the financing of the Costs, as hereinafter defined, of the Scherer 4 Project by the issuance and sale of its revenue bonds payable from and secured solely by revenues to be derived from the sale of electric power and energy and other services from the Scherer 4 Project and each Additional Project, if any, to JEA’s Electric System, and other funds available therefor, such revenues to be payable by JEA from the revenues, income, rents and receipts derived by JEA from the ownership and operation of JEA’s Electric System whether or not any Project or any part thereof is completed, operable or operating and notwithstanding the suspension, interruption, interference, reduction or curtailment of the output of any Project for any reason whatsoever, in whole or in part; and

WHEREAS, on the date of the adoption of the Resolution, no Bonds are Outstanding and there are no Credit Enhancers or Fiduciaries; accordingly, the amendments effected by the Resolution are permitted under the Restated and Amended Bulk Power Supply System Revenue Bond Resolution adopted September 18, 2007 as in effect prior to the adoption hereof; and

WHEREAS, Article IV of the May 1998 Amending Resolution, upon the satisfaction of certain conditions precedent, would have effected certain amendments to the Electric Resolution (i) relating to the definition of “Contract Debts” contained in Section 2 of the Electric Resolution so as to delete therefrom the reference in such definition to the Bulk Power Supply System Projects, (ii) to amend clause 4 of subsection B of Section 13 of the Electric Resolution to delete from such clause the reference therein to the Bulk Power Supply System Projects, and (iii) to delete from the second paragraph of Section 16 of the Electric Resolution the reference in such Section 16 to the Bulk Power Supply System Projects. The conditions precedent to the effectiveness of Article IV of the May 1998 Amending Resolution were either (a) the holders of the required principal amount of the Bonds issued under this Resolution at the time Outstanding

(as defined in this Resolution) shall have consented in writing to an amendment to the provisions of this Resolution to permit the amendments to the Electric Resolution contained in Article IV of the May 1998 Amending Resolution or (b) all of the Bonds issued under this Resolution Outstanding (as defined in this Resolution) at the date of adoption of the amendment to this Resolution referred to in clause (a) immediately preceding shall cease to be Outstanding (as defined in this Resolution). As to the first condition precedent contained in clause (a), JEA never solicited any such consents; and no consents were given by such holders. Further, no amendments to the provisions of this Resolution (as previously in effect or as restated herein) were ever adopted to permit the amendments to the Electric Resolution contained in Article IV of the May 1998 Amending Resolution. Therefore, the first condition precedent was never satisfied. As to the second condition precedent contained in clause (b), since JEA never adopted any amendment to this Resolution (as previously in effect or as restated herein) to permit the amendments to the Electric Resolution contained in Article IV of the May 1998 Amending Resolution, such condition precedent never occurred. Therefore, the second condition precedent was never satisfied. Because neither of the conditions precedent to the effectiveness of the amendments contained in Article IV of the May 1998 Amending Resolution was ever satisfied, JEA can rescind the provisions of Article IV of the May 1998 Amending Resolution.

NOW, THEREFORE, be it resolved by JEA as follows:

ARTICLE I

DEFINITIONS AND STATUTORY AUTHORITY

101. Definitions. The following terms shall, for all purposes of the Resolution, have the following meanings:

Account or **Accounts** shall mean, as the case may be, each or all of the accounts established in subsection 1 of Section 502 or pursuant to subsection 2 of Section 503.

Accountant's Certificate shall mean a certificate or report signed by an independent certified public accountant of recognized national standing or a firm of certified public accountants of recognized national standing, selected by JEA, who may be the accountant or firm of accountants who regularly audit the books of JEA.

Accreted Value shall mean, as of any date of computation with respect to any Capital Appreciation Bond, an amount equal to the principal amount of such Bond plus the interest accrued on such Bond from the date of original issuance of such Bond to the periodic date specified in the Supplemental Resolution authorizing such Capital Appreciation Bond on which interest on such Bond is to be compounded (hereinafter, a "Periodic Compounding Date") next preceding the date of computation or the date of computation if a Periodic Compounding Date, such interest to accrue at the interest rate per annum of the Capital Appreciation Bonds set forth in the Supplemental Resolution authorizing such Bonds, compounded periodically on each Periodic Compounding Date, plus, if such date of computation shall not be a Periodic Compounding Date, a portion of the difference between the Accreted Value as of the immediately preceding Periodic Compounding Date (or the date of original issuance if the date

of computation is prior to the first Periodic Compounding Date succeeding the date of original issuance) and the Accreted Value as of the immediately succeeding Periodic Compounding Date, calculated based upon an assumption that, unless otherwise provided in the Supplemental Resolution authorizing such Capital Appreciation Bonds, Accreted Value accrues in equal daily amounts on the basis of a year consisting of twelve 30-day months.

Accrued Aggregate Debt Service shall mean, as of any date of calculation, an amount equal to the sum of the amounts of accrued Debt Service with respect to all Series, calculating the accrued Debt Service with respect to each Series at an amount equal to the sum of (i) interest on the Bonds of such Series accrued and unpaid and to accrue to the end of the then current calendar month, and (ii) Principal Installments due and unpaid and that portion of the Principal Installments for such Series next due which would have accrued (if deemed to accrue in the manner set forth in the definition of Debt Service) to the end of such calendar month; *provided, however,* that (i) there shall be excluded from the calculation of Accrued Aggregate Debt Service any Principal Installments which are Refundable Principal Installments, (ii) the principal and interest portions of the Accreted Value of Capital Appreciation Bonds or the Appreciated Value of Deferred Income Bonds shall be included in the calculation of Accrued Aggregate Debt Service at the times and in the manner provided in subsection 1 of Section 207 and (iii) if the calculation of the Debt Service Reserve Requirement for any separate subaccount in the Debt Service Reserve Account in the Debt Service Fund takes into account Accrued Aggregate Debt Service, then, for purposes of such calculation, Accrued Aggregate Debt Service shall be calculated only with respect to the Bonds of the Series secured thereby.

Acts shall mean Chapter 80-513, Laws of Florida, Special Acts of 1980, and Article 21 of the Charter of the City of Jacksonville, Florida, as amended and readopted by Chapter 80-515, Laws of Florida, Special Acts of 1980 as subsequently amended by Chapter 92-341, Laws of Florida, Special Acts of 1992, each as amended.

Additional Bonds shall mean Bonds authenticated and delivered pursuant to Section 204, and any Bonds thereafter authenticated and delivered in lieu of or in substitution for such Bonds pursuant to Article III or Section 405 or Section 1106.

Additional Project shall mean (i) JEA's interest in any electric generating plants and transmission lines and interconnections and substations for the generation, transmission and exchanging of electric power and energy to be constructed or otherwise acquired by JEA, and coal, oil, gas and other fuel reserves, together with any and all mines, wells, pipelines, and other facilities, as well as facilities for transportation of such reserves, including, but not limited to, hopper cars and other rolling stock; and (ii) where JEA will acquire electric power supply or transmission capability under arrangements whereby JEA purchases rights to receive (whether by prepayment or otherwise), or leases or otherwise acquires rights to facilities to enable it to receive, an electric power supply or transmission capability, JEA's rights and interest under such arrangements; in each of the foregoing cases, together with all rights, interests and facilities of every kind related or incidental thereto or necessary or desirable to carry out such Project, and together with all Capital Improvements authorized therefor; in each of the foregoing cases, however, only if and to the extent the same shall be designated by JEA as an Additional Project

in a Supplemental Resolution adopted by JEA and approved by ordinance or resolution of the City Council of the City of Jacksonville.

Additionally Secured Series shall mean a Series of Bonds for which the Supplemental Resolution authorizing such Series provides that the payment of the principal or sinking fund Redemption Price, if any, of, and interest on, the Bonds of such Series shall be secured, in addition to the pledge created pursuant to subsection 1 of Section 501 hereof in favor of all of the Bonds, by amounts on deposit in a separate subaccount to be designated therefor in the Debt Service Reserve Account in the Debt Service Fund.

Aggregate Debt Service for any period shall mean, as of any date of calculation, the sum of the amounts of Debt Service for such period with respect to all Series; *provided, however*, that the principal and interest portions of the Accreted Value of Capital Appreciation Bonds or the Appreciated Value of Deferred Income Bonds shall be included in the calculation of Aggregate Debt Service at the times and in the manner provided in subsection 1 of Section 207; and *provided, further*, that if the calculation of the Debt Service Reserve Requirement for any separate subaccount in the Debt Service Reserve Account in the Debt Service Fund takes into account Aggregate Debt Service, then, for purposes of such calculation, Aggregate Debt Service shall be calculated only with respect to the Bonds of the Series secured thereby.

Alternate Variable Rate Taxable Index shall mean such index as, at the time, is in general use as a proxy for short-term interest rates on debt obligations of state and local governments the interest on which is not excluded from gross income for federal income tax purposes, as determined by an Authorized Officer of JEA.

Alternate Variable Rate Tax-Exempt Index shall mean such index as, at the time, is in general use as a proxy for short-term interest rates on debt obligations of state and local governments the interest on which is excluded from gross income for federal income tax purposes, as determined by an Authorized Officer of JEA.

Annual Budget shall mean, with respect to any Project, the annual budget or budgets, as amended or supplemented, adopted or in effect for a particular Fiscal Year as provided in Section 708.

Appreciated Value shall mean, with respect to any Deferred Income Bond, (i) as of any date of computation prior to the Current Interest Commencement Date with respect to such Deferred Income Bond, an amount equal to the principal amount of such Bond plus the interest accrued on such Bond from the date of original issuance of such Bond to the periodic date specified in the Supplemental Resolution authorizing such Deferred Income Bond on which interest on such Bond is to be compounded (hereinafter, a "Periodic Compounding Date") next preceding the date of computation or the date of computation if a Periodic Compounding Date, such interest to accrue at the interest rate per annum of the Deferred Income Bonds set forth in the Supplemental Resolution authorizing such Bonds, compounded periodically on each Periodic Compounding Date, plus, if such date of computation shall not be a Periodic Compounding Date, a portion of the difference between the Appreciated Value as of the immediately preceding Periodic Compounding Date (or the date of original issuance if the date of computation is prior

to the first Periodic Compounding Date succeeding the date of original issuance) and the Appreciated Value as of the immediately succeeding Periodic Compounding Date, calculated based upon an assumption that, unless otherwise provided in the Supplemental Resolution authorizing such Deferred Income Bonds, Appreciated Value accrues in equal daily amounts on the basis of a year consisting of twelve 30-day months and (ii) as of any date of computation on and after the Current Interest Commencement Date, the Appreciated Value on the Current Interest Commencement Date.

Authorized Newspaper shall mean a newspaper or financial journal customarily published at least once a day for at least five days (other than legal holidays) in each calendar week and printed in the English language, which is of general circulation in the Borough of Manhattan, City and State of New York (which may include *The Bond Buyer* and *The Wall Street Journal*).

Authorized Officer of JEA shall mean (a) the Chair, the Vice Chair or the Secretary of the Governing Body, (b) the Managing Director and Chief Executive Officer, the Chief Operating Officer, the Chief Financial Officer or the Director, Treasury Services of JEA (or any officer of JEA hereafter serving in a capacity equivalent to that of any of the foregoing officers) or (c) any other officer or employee of JEA authorized to perform specific acts or duties by resolution duly adopted by the Governing Body.

Bearer Commercial Paper Note shall mean any Commercial Paper Note that, in accordance with the Supplemental Resolution authorizing the Series of which such Commercial Paper Note is a part, is issued in bearer form, not registrable as to principal or face amount.

Bond or **Bonds** shall mean any bonds, notes or other obligations (including Reimbursement Obligations) or evidences of indebtedness, as the case may be, authenticated and delivered under and Outstanding pursuant to the Resolution but shall not mean Subordinated Indebtedness or Bond Anticipation Notes.

Bond Anticipation Notes shall mean notes or other evidences of indebtedness from time to time issued in anticipation of the issuance of Bonds, the proceeds of which have been or are required to be applied to one or more of the purposes for which Bonds may be issued, the payment of which notes is to be made from the proceeds of the Bonds in anticipation of the issuance of which said notes are issued.

Bondholder or **Holder** shall mean (i) any person who shall be the registered owner of any Bond or Bonds other than Bearer Commercial Paper Notes and (ii) any person who shall be the bearer of any Bearer Commercial Papers Note or Notes.

Bond Registrar shall mean the officer of JEA, such transfer agent duly registered pursuant to the Securities Exchange Act of 1934, as amended (or successor provision of law), or such bank or trust company organized under the laws of the United States of America or of any State of the United States of America or national banking association, located within or without the State of Florida, appointed by JEA to perform the duties of Bond Registrar enumerated in Section 703 with respect to one or more Series of Bonds.

Bond Year shall mean the 12-month period commencing on October 1 in any year and ending on September 30 of the following year.

Book Entry Bond shall mean a Bond authorized to be issued to, and issued to and, except as provided in subsection 4 of Section 309, restricted to being registered in the name of, a Securities Depository for the participants in such Securities Depository or the beneficial owners of such Bond.

Build America Bonds shall mean any Bonds with respect to which JEA has irrevocably elected, pursuant to Section 54AA(g) of the Code, or any similar federal program creating subsidies for municipal borrowers for which JEA qualifies, to receive cash subsidy payments from the U.S. Treasury equal to a portion of the interest payable on such Bonds.

Capital Appreciation Bonds shall mean any Bonds issued under the Resolution as to which interest is (i) compounded periodically on dates that are specified in the Supplemental Resolution authorizing such Capital Appreciation Bonds and (ii) payable only at the maturity, earlier redemption or other payment thereof pursuant to the Resolution or the Supplemental Resolution authorizing such Capital Appreciation Bonds.

Capital Improvements shall mean, with respect to any Project, JEA's interest in, or rights or, obligations with respect to, one or more of the following: (i) any renewals, replacements, repairs, additions, betterments, improvements and modifications that are determined by JEA to be necessary or desirable, (ii) any additions, improvements or modifications to such Project and any retirement or disposal of such Project required by any governmental agency having jurisdiction over such Project or for which JEA shall be responsible under the Project Agreements relating to such Project, (iii) additional fuel inventory or any right thereto for such Project, and (iv) capital costs incurred pursuant to actions taken under any Project Agreement relating to such Project, whether required or optional; *provided, however*, that Capital Improvements shall not include any additional generating units.

Capital Lease Obligations shall mean all Bonds issued pursuant to Section 208 and any Bonds thereafter authenticated and delivered in lieu of or in substitution for such Bonds pursuant to Article III or Section 405 or Section 1106 and the Supplemental Resolution authorizing such Capital Lease Obligations.

Certified Interest Rate shall mean, as of any date of determination:

1. with respect to (A) any Commercial Paper Notes or Medium-Term Notes or (B) any Variable Rate Bonds maturing on a particular date that were, at the date of the original issuance thereof, the subject of a Counsel's Opinion to the effect that the interest thereon is excluded from gross income for federal income tax purposes pursuant to Section 103 of the Code, a rate of interest equal to the lesser of (1) the average of the Variable Rate Tax-Exempt Index for the five years preceding such date of determination and (2) the average rate of interest borne by such Commercial Paper Notes, Medium-Term Notes or Variable Rate Bonds, as the case may be, for the 12 months preceding such date of determination; *provided, however*, if such Commercial Paper Notes, Medium-Term Notes or Variable Rate Bonds, as the case may be are

then being issued or shall not have been Outstanding for 12 months, then the rate of interest determined pursuant to this clause (i) shall be the rate determined pursuant to the foregoing subclause (1),

2. with respect to (A) any Commercial Paper Notes or Medium-Term Notes or (B) any Variable Rate Bonds maturing on a particular date that were not, at the date of the original issuance thereof, the subject of a Counsel's Opinion to the effect that the interest thereon is excluded from gross income for federal income tax purposes pursuant to Section 103 of the Code, a rate of interest equal to the lesser of (a) the average of the Variable Rate Taxable Index for the five years preceding such date of determination and (b) the average rate of interest borne by such Commercial Paper Notes, Medium-Term Notes or Variable Rate Bonds, as the case may be, for the 12 months preceding such date of determination; *provided, however*, if such Commercial Paper Notes, Medium-Term Notes or Variable Rate Bonds, as the case may be, are then being issued or shall not have been Outstanding for 12 months, then the rate of interest determined pursuant to this clause (ii) shall be the rate determined pursuant to the foregoing subclause (a); and

3. for purposes of calculating the Debt Service Reserve Requirement for any particular subaccount in the Debt Service Reserve Account in the Debt Service Fund and with respect to (A) any Commercial Paper Notes or Medium-Term Notes or (B) any Variable Rate Bonds maturing on a particular date, the interest rate set forth in a certificate of an Authorized Officer of JEA executed on or prior to the date of the initial issuance of such Commercial Paper Notes, Medium-Term Notes or Variable Rate Bonds, as the case may, as determined as follows: a Certified Interest Rate shall be that rate of interest determined by JEA, or a banking or financial institution or financial advisory firm selected by JEA, as the rate of interest such Commercial Paper Notes, Medium-Term Notes or Variable Rate Bonds, as the case may be, would bear if, assuming the same maturity date, terms and provisions (other than interest rate and redemption provisions) as such proposed Commercial Paper Notes, Medium-Term Notes or Variable Rate Bonds, as the case may be, and on the basis of JEA's credit ratings with respect to the Bonds (other than Bonds for which credit enhancement is provided by a third party), such proposed Commercial Paper Notes, Medium-Term Notes or Variable Rate Bonds, as the case may be, were issued at a fixed interest rate.

City shall mean the City of Jacksonville, Florida.

Code shall mean the Internal Revenue Code of 1986, or any successor, and the applicable regulations (including final, temporary and proposed) promulgated by the United States Department of the Treasury thereunder, including Treasury Regulations issued pursuant to Sections 103 and 141 through 150, inclusive, of said Internal Revenue Code of 1986.

Commercial Paper Note shall mean any Bond which (a) has a maturity date which is not more than 365 days after the date of issuance thereof and (b) is designated as a Commercial Paper Note in the Supplemental Resolution authorizing such Bond.

Commercial Paper Payment Plan shall mean, with respect to any Series of Commercial Paper Notes and as of any time, the then current Commercial Paper Payment Plan for such Notes

contained in a certificate of an Authorized Officer of JEA delivered pursuant to clause (6) of Section 202 hereof and setting forth the sources of funds expected to be utilized by JEA to pay the principal of and interest on such Commercial Paper Notes or any subsequent certificate of an Authorized Officer of JEA thereafter executed to reflect changes, if any, in the expectations of JEA with respect to the sources of funds to be utilized to pay principal of and interest on such Commercial Paper Notes; *provided, however*, that if any Commercial Paper Payment Plan provides for the refunding of any Commercial Paper Note with proceeds of (a) Bonds other than Commercial Paper Notes or Medium-Term Notes or (b) Subordinated Indebtedness, in either such case, that JEA intends to pay from Revenues, the principal of such Commercial Paper Note shall, for purposes of the Commercial Paper Payment Plan, be assumed to come due over a period commencing with the due date of the Commercial Paper Note and ending not later than the earlier of (x) the 40th anniversary of the first issuance of Commercial Paper Notes of such Series or (y) the 30th anniversary of the due date of the Commercial Paper Note to be refunded, in installments such that the principal and interest payable on such Commercial Paper Notes in each Fiscal Year in such period will be equal to the principal and interest payable on such Commercial Paper Notes in each other Fiscal Year in such period.

Construction Fund shall mean the Construction Fund established in subsection 1 of Section 502.

Costs shall mean, with respect to any Project, the costs, expenses and liabilities paid or incurred or to be paid or incurred by JEA in connection with the planning, engineering, designing, acquiring, constructing, installing, financing, repairing, extending, improving, reconstructing, retiring, decommissioning and disposing thereof and the obtaining of all governmental approvals, certificates, permits and licenses with respect thereto (including, for this purpose, any acquisition by JEA of an interest in an existing facility), including, but not limited to, any good faith or other similar payment or deposits required in connection with the acquisition or construction of such Project, or any part thereof, the cost of acquisition by or for JEA of real and personal property or any interests therein, costs of physical construction or acquisition of such Project, or any part thereof, and costs of JEA incidental to such construction or acquisition, the cost of acquisition of fuel or fuel inventory or facilities for the production or transportation of fuel, all costs relating to injury and damage claims relating to such Project, or any part thereof, all costs relating to the settlement or renegotiation of any contract entered into in connection with any Project, the cost of any indemnity or surety bonds and premiums on insurance, preliminary investigation and development costs, engineering fees and expenses, contractors' fees and expenses, the costs of labor, materials, equipment and utility services and supplies, legal and financial advisory fees and expenses, interest and financing costs, including, without limitation, bank commitment and letter of credit fees and bond insurance and indemnity premiums, discounts to the underwriters or purchasers thereof, amounts required to be paid under any interest rate exchanges or swaps, cash flow exchanges, options, caps, floors or collars and termination fees related to the foregoing, in each case made in connection with the issuance of Bonds, Subordinated Indebtedness or other evidences of indebtedness of JEA relating to the Project, fees and expenses of the Fiduciaries, administration and general overhead expense and costs of keeping accounts and making reports required by the Resolution, amounts, if any, required by the Resolution to be paid into the Debt Service Fund to provide, among other things, for interest accruing on Bonds and to provide for the Debt Service Reserve Requirement or to be

paid into the Revenue Fund or the Renewal and Replacement Fund for any of the respective purposes thereof, payments when due (whether at the maturity of principal or the due date of interest or upon redemption) on any indebtedness of JEA, including Bonds, Bond Anticipation Notes and Subordinated Indebtedness, issued to finance or refinance any of the foregoing, and all federal, state and local taxes and payments in lieu of taxes in connection with any Project, or any part thereof, and working capital and reserves for any of the foregoing and shall include reimbursements to JEA for any of the above items theretofore paid by or on behalf of JEA.

It is intended that this definition be broadly construed to encompass all costs, expenses and liabilities of JEA related to the Project which on the date of the Resolution or in the future shall be permitted to be funded with the proceeds of Bonds pursuant to the provisions of Florida law.

Counsel's Opinion shall mean an opinion signed by an attorney or firm of attorneys of recognized standing in the field of law relating to municipal bonds (who may be counsel to JEA) selected by JEA.

Credit Enhancement shall mean, with respect to the Bonds of a Series, a maturity within a Series or an interest rate within a maturity, an insurance policy, letter of credit, surety bond or any other similar obligation, whereby the issuer thereof becomes unconditionally obligated to pay when due, to the extent not paid by JEA or otherwise, the principal of and interest on such Bonds.

Credit Enhancer shall mean any person or entity which, pursuant to a Supplemental Resolution, is designated as a Credit Enhancer and which provides Credit Enhancement for the Bonds of a Series, a maturity within a Series or an interest rate within a maturity.

Current Interest Commencement Date shall mean with respect to any particular Deferred Income Bonds, the date specified in the Supplemental Resolution authorizing such Deferred Income Bonds (which date must be prior to the maturity date for such Deferred Income Bonds) after which interest accruing on such Deferred Income Bonds shall be payable periodically on dates specified in such Supplemental Resolution, with the first such payment date being the first such periodic date immediately succeeding such Current Interest Commencement Date.

Date of Issuance shall mean, with respect to any Series of Bonds, the date upon which such Bonds are or have been authenticated and delivered by the Bond Registrar therefor.

Debt Service for any period shall mean, as of any date of calculation and with respect to any Series, an amount equal to the sum of (i) interest accruing during such period on Bonds of such Series, except to the extent that such interest is to be paid from deposits into the Debt Service Account in the Debt Service Fund made from the proceeds of Bonds, Subordinated Indebtedness or other evidences of indebtedness of JEA (including amounts, if any, transferred thereto from the Construction Fund); *provided*, that in the event that the Bonds of any Series (or any portion thereof) shall constitute Build America Bonds, then in respect of the interest payable on such Bonds, for purposes of this definition, the interest on the Bonds of such Series shall be

calculated net of the amount of the cash subsidy payments due from the U.S. Treasury. If for whatever reason, JEA no longer receives cash subsidy payments from the U.S. Treasury in respect of the interest payable on such Bonds (other than as a result of the U.S. Treasury reducing a particular payment by offsetting an amount due from JEA to it), for purposes of this definition, the interest on the Bonds of such Series shall be calculated without regard to such subsidy, and (ii) that portion of each Principal Installment for such Series which would accrue during such period if such Principal Installment were deemed to accrue daily in equal amounts from the next preceding Principal Installment due date for such Series (or, (v) in the case of Bonds other than Reimbursement Obligations, if (1) there shall be no such preceding Principal Installment due date or (2) such preceding Principal Installment due date is more than one year prior to the due date of such Principal Installment, then, from a date one year preceding the due date of such Principal Installment or from the Date of Issuance of Bonds of such Series, whichever date is later, and (w) in the case of Reimbursement Obligations, in accordance with the terms thereof and the Supplemental Resolution authorizing such Reimbursement Obligations), except to the extent that such Principal Installment is paid or to be paid from the proceeds of Bonds, Subordinated Indebtedness or other evidences of indebtedness of JEA. Such interest and Principal Installments for such Series shall be calculated on the assumption that (x) no Bonds (except for Option Bonds actually tendered for payment prior to the stated maturity thereof) of such Series Outstanding at the date of calculation will cease to be Outstanding except by reason of the payment of each Principal Installment on the due date thereof, (y) the principal amount of Option Bonds tendered for payment before the stated maturity thereof shall be deemed to accrue on the date required to be paid pursuant to such tender and (z) the principal and interest portions of the Accreted Value of Capital Appreciation Bonds or the Appreciated Value of Deferred Income Bonds shall be included in the calculation of Debt Service at the times and in the manner provided in subsection 1 of Section 207; *provided, however*, that if the calculation of the Debt Service Reserve Requirement for any separate subaccount in the Debt Service Reserve Account in the Debt Service Fund takes into account Debt Service, then, for purposes of such calculation, Debt Service shall be calculated only with respect to the Bonds of the Series secured thereby.

For the purpose of computing Debt Service for any future period (i) any Variable Rate Bonds, Commercial Paper Notes and Medium-Term Notes Outstanding during such period shall be assumed to bear interest during such period at the Certified Interest Rate applicable thereto and, in the case of Commercial Paper Notes and Medium-Term Notes Outstanding, such period shall be assumed to have Principal Installments that come due in accordance with the then current Commercial Paper Payment Plan or Medium-Term Note Payment Plan applicable thereto and (ii) any Option Bonds Outstanding during such period shall be assumed to mature on the stated maturity date thereof.

Notwithstanding anything to the contrary contained herein, (a) if JEA has in connection with any Bonds entered into a Designated Swap Obligation which provides that, in respect of a notional amount corresponding to the principal amount or issue price of such Bonds, JEA is to pay to a Designated Swap Obligation Provider an amount determined based upon a variable rate of interest and the Designated Swap Obligation Provider is to pay to JEA an amount determined based upon a fixed rate of interest, then, for purposes of calculating Debt Service with respect to such Bonds for purposes of Section 710 hereof, it will be assumed that such Bonds bear interest

at a rate equal to the sum of (1) the lesser of (A) the average of the variable rate payable by JEA pursuant to such Designated Swap Obligation for the five years preceding the date of determination (or such lesser period preceding the date of determination if in effect for less than five years), calculating such rate based upon the method, formula or index with respect thereto set forth in such Designated Swap Obligation and (B) the average of the actual rates paid by JEA pursuant to such Designated Swap Obligation for the 12 months preceding such date of determination; *provided, however*, if such Designated Swap Obligation shall not have been in effect for 12 months, then the rate of interest determined pursuant to this clause (1) shall be the rate determined pursuant to the foregoing subclause (A) and (2) the difference (whether positive or negative) between (X) the fixed rate of interest on such Bonds and (Y) the fixed rate of interest payable to JEA pursuant to such Designated Swap Obligation and (b) if JEA has in connection with any Variable Rate Bonds, Commercial Paper Notes or Medium-Term Notes entered into a Designated Swap Obligation which provides that, in respect of a notional amount of such Variable Rate Bonds, Commercial Paper Notes or Medium-Term Notes, as the case may be, JEA is to pay to a Designated Swap Obligation Provider an amount determined based upon a fixed rate of interest and the Designated Swap Obligation Provider is to pay to JEA an amount determined based upon a variable rate of interest, then, for purposes of calculating Debt Service with respect to such Variable Rate Bonds, Commercial Paper Notes or Medium-Term Notes, as the case may be, for purposes of Section 710 hereof, it will be assumed that such Variable Rate Bonds, Commercial Paper Notes or Medium-Term Notes, as the case may be, bear interest at the fixed rate of interest payable by JEA pursuant to such Designated Swap Obligation.

Debt Service Fund shall mean the Debt Service Fund established in subsection 1 of Section 502.

Debt Service Reserve Requirement shall mean, with respect to each separate subaccount in the Debt Service Reserve Account in the Debt Service Fund, unless otherwise specified in the Supplemental Resolution establishing such subaccount, as of any date of calculation, an amount equal to the maximum amount of interest to accrue on all Additionally Secured Bonds of all Series secured thereby then Outstanding in the then current or any future Bond Year (assuming, for this purpose, that all Additionally Secured Series secured thereby that bear interest at a variable or floating rate except as provided below shall bear interest during such period at the Certified Interest Rate applicable thereto; *provided*, if such variable or floating rate debt shall have been converted synthetically to a fixed interest rate pursuant to an interest rate swap transaction that has a term equal to, and the notional amount of which amortizes at the same times and in the same amounts as, such Additionally Secured Series in terms of series and maturity, in which case, such Additionally Secured Series shall be deemed to bear interest at the fixed rate payable by JEA under such interest rate swap transaction for so long as such interest rate swap transaction shall remain in effect; *provided further, however*, that if, at the time of the original issuance thereof, the interest rate on such Additionally Secured Series of a particular series and maturity shall have been converted synthetically to a fixed interest rate pursuant to such an interest rate swap transaction, but such interest rate swap transaction shall be terminated prior to the final maturity date of such Additionally Secured Series and another interest rate swap transaction has not been entered into in replacement thereof, then the Debt Service Requirement for such Additionally Secured Series shall be recalculated as of the date of termination of such interest rate swap transaction, based upon the Certified Interest Rate established for such

Additionally Secured Series at the time of original issuance thereof, and any resulting deficiency in the amount on deposit in the separate subaccount shall be required to be funded within one year of such termination with money and one or more additional reserve fund credit instruments) excluding interest on such Bonds to be paid from deposits in the Debt Service Account in the Debt Service Fund made from the proceeds of Bonds, Subordinated Indebtedness or other evidences of indebtedness of JEA (including amounts, if any, transferred thereto from the Construction Fund).

For the purpose of the calculation of the Debt Service Reserve Requirement in the event that the Bonds of any Series shall constitute Build America Bonds, then until such time, if any, as JEA, for whatever reason, no longer receives cash subsidy payments from the U.S. Treasury in respect of the interest payable on such Bonds (other than as a result of the U.S. Treasury reducing a particular payment by offsetting an amount due from JEA to it), for purposes of this definition, the interest on such Bonds shall be calculated net of the amount of such subsidy; *provided, however*, that if at any time the specified percentage of the interest payable on such Bonds represented by such subsidy shall be permanently reduced, then the amount of such Debt Service Reserve Requirement shall be increased to reflect the amount of interest payable on such Bonds that no longer is payable to JEA by the U.S. Treasury, and the amount of such increase shall be required to be funded in equal semiannual installments over a five-year period, with the first such installment becoming due on April 1 or October 1 that is at least six months following the date on which such specified percentage is so reduced, except that if at any time from the commencement of such funding, either (x) any of such Bonds shall cease to be Outstanding or (y) the amount of such Debt Service Reserve Requirement shall be reduced for any reason whatsoever, then the obligation of JEA to make deposits during the balance of such period shall be redetermined (taking into account the amount (if any) of such Bonds that remain Outstanding and the amount (if any) of such reduction in such Debt Service Reserve Requirement) and the resulting reduction in the amount required to be deposited to the Initial Subaccount shall be evenly apportioned over the remainder of such five-year period and provided, further, that in the event that JEA, for whatever reason, ceases to receive cash subsidy payments from the U.S. Treasury in respect of the interest payable on any such Bonds (other than as a result of the U.S. Treasury reducing a particular payment by offsetting an amount due from JEA to it), then the amount of such Debt Service Reserve Requirement shall be increased to reflect the full amount of interest payable on such Bonds, and such increase shall be required to be funded in equal semiannual installments over a five-year period, with the first such installment becoming due on the first April 1 or October 1 that is at least six months following the date on which JEA does not receive the first such cash subsidy payment that it theretofore was qualified to receive, except that if at any time from the commencement of such funding, either (x) any of such Bonds shall cease to be Outstanding or (y) the amount of such Debt Service Reserve Requirement shall be reduced for any reason whatsoever, then the obligation of JEA to make deposits during the balance of such period shall be redetermined (taking into account the amount (if any) of such Bonds that remain Outstanding and the amount (if any) of such reduction in such Debt Service Reserve Requirement) and the resulting reduction in the amount required to be deposited to the Initial Subaccount shall be evenly apportioned over the remainder of such five-year period. Notwithstanding any other provision of this resolution, any one or more installments of any increase in the Debt Service Reserve Requirement with respect to the Initial Subaccount in the

Debt Service Reserve Account in the Sinking Fund provided for in the preceding sentence may be prepaid at any time in whole or in part by JEA by designating in JEA's records that such payment(s) is (or are) to be treated as a prepayment.

Decommissioning Fund shall mean any Decommissioning Fund hereafter established in accordance with subsection 2 of Section 502.

Defaulted Interest shall have the meaning given to such term in Section 308.

Defeasance Securities shall mean, unless otherwise provided with respect to the Bonds of a Series in the Supplemental Resolution authorizing such Bonds,

(a) any bonds or other obligations which constitute direct obligations of, or as to principal and interest are unconditionally guaranteed by, the United States of America, including obligations of any of the federal agencies set forth in clause (c) below to the extent unconditionally guaranteed by the United States of America, which shall not be subject to redemption prior to their maturity other than at the option of the holder thereof or as to which an irrevocable notice of redemption of such securities on a specified redemption date has been given and such securities are not otherwise subject to redemption prior to such specified date other than at the option of the holder thereof,

(b) any bonds or other obligations of any state of the United States of America or of any agency, instrumentality or local governmental unit of any such state (i) which are not callable prior to maturity, or which have been duly called for redemption by the obligor on a date or dates specified and as to which irrevocable instructions have been given to a trustee in respect of such bonds or other obligations by the obligor to give due notice of such redemption on such date or dates, which date or dates shall be also specified in such instructions, (ii) which are secured as to principal and interest and redemption premium, if any, by a fund consisting only of cash or bonds or other obligations of the character described in clause (a) above which fund may be applied only to the payment of such principal of and interest and redemption premium, if any, on such bonds or other obligations on the maturity date or dates thereof or the redemption date or dates specified in the irrevocable instructions referred to in subclause (i) of this clause (b), as appropriate, (iii) as to which the principal of and interest on the bonds and obligations of the character described in clause (a) above on deposit in such fund along with any cash on deposit in such fund are sufficient to pay principal of and interest and redemption premium, if any, on the bonds or other obligations described in this clause (b) on the maturity date or dates thereof or on the redemption date or dates specified in the irrevocable instructions referred to in subclause (i) of this clause (b), as appropriate and (iv) which at the time of their purchase hereunder are rated "AAA" or "Aaa," as applicable, by any two of Standard & Poor's, Fitch Ratings and Moody's Investors Service,

(c) obligations of any state of the United States of America or any political subdivision thereof or any agency or instrumentality of any state or political subdivision which are not callable for redemption prior to maturity, or which have been

duly called for redemption by the obligor on a date or dates specified and as to which irrevocable instructions have been given to a trustee in respect of such obligations by the obligor to give due notice of such redemption on such date or dates, which date or dates shall also be specified in such instructions, and which shall be rated in the highest whole rating category by two nationally recognized rating agencies,

(d) certificates that evidence ownership of the right to payments of principal and/or interest on (i) obligations described in clauses (a) and (c) of this definition provided that such obligations shall be held in trust by a bank or trust company or a national banking association authorized to exercise corporate trust powers and subject to supervision or examination by federal, state, or territorial or District of Columbia authority and having a combined capital, surplus and undivided profits of not less than \$50,000,000, or (ii) obligations described in the foregoing clause (c), in any such case, which shall not be subject to redemption prior to their maturity other than at the option of the holder thereof or as to which an irrevocable notice of redemption of such obligations on a specified redemption date has been given and such obligations are not otherwise subject to redemption prior to such specified date other than at the option of the holder thereof,

(e) deposits in interest-bearing time deposits or certificates of deposit which shall not be subject to redemption or repayment prior to their maturity or due date other than at the option of the depositor or holder thereof or as to which an irrevocable notice of redemption or repayment of such time deposits or certificates of deposit on a specified redemption or repayment date has been given and such time deposits or certificates of deposit are not otherwise subject to redemption or repayment prior to such specified date other than at the option of the depositor or holder thereof, and which are fully secured by obligations described in clause (a) or clause (b) of this definition to the extent not fully insured by the Federal Deposit Insurance Corporation,

(f) agreements or contracts with insurance companies or other financial institutions, or subsidiaries or affiliates thereof (hereinafter in this paragraph referred to as "Providers"), (i) whose outstanding unsecured senior indebtedness or claims-paying ability, as the case may be, shall be rated at the time the investment is made, or who shall have a "financial programs rating" or other equivalent rating, in the highest whole rating category by at least two nationally recognized statistical rating organizations or (ii) whose obligations under such agreements or contracts shall be unconditionally guaranteed by another insurance company or other financial institution, or subsidiary or affiliate thereof, whose outstanding unsecured senior indebtedness or claims-paying ability, as the case may be, shall be rated, or who shall have a "financial programs rating" or other equivalent rating, in the highest whole rating category by at least two nationally recognized statistical rating organizations, pursuant to which agreements or contracts the Provider shall be absolutely, unconditionally and irrevocably obligated to repay the moneys invested by JEA and interest thereon at a guaranteed rate, without any right of recoupment, counterclaim or set off; the Provider may have the right to assign its obligations under any Investment Agreement to any other insurance company or other financial institution, or subsidiary or affiliate thereof; *provided,*

however, that such assignee also shall be an insurance company or other financial institution, or subsidiary or affiliate thereof, satisfying the requirements set forth in either clause (i) or clause (ii) above, and

(g) upon compliance with the provisions of subsection 6 of Section 1201, such securities (I) as are described in clause (a) of this definition and (II) as are described in clause (d) of this definition so long as such securities evidence ownership of the right to payments of principal and/or interest on obligations described in clause (a) of such definition, in each case provided that, notwithstanding such clauses, such securities which are subject to redemption prior to maturity at the option of the issuer thereof on a specified date or dates.

Deferred Income Bonds shall mean any Bonds issued under the Resolution as to which interest accruing prior to the Current Interest Commencement Date is (i) compounded periodically on dates specified in the Supplemental Resolution authorizing such Deferred Income Bonds and (ii) payable only at the maturity, earlier redemption or other payment thereof pursuant to the Resolution or the Supplemental Resolution authorizing such Deferred Income Bonds.

Depository shall mean any bank, trust company, national banking association, savings and loan association, savings bank or other banking association selected by JEA as a depository of moneys and securities held under the provisions of the Resolution.

Designated Swap Obligation shall mean, to the extent from time to time permitted by law, any interest rate swap transaction (i) which is entered into by JEA for the purpose of converting synthetically the interest rate on any particular Bonds from a fixed rate to a variable rate or from a variable rate to a fixed rate (regardless of whether such Designated Swap Obligation shall have a term equal to the remaining term of such Bonds) and (ii) which has been designated in a certificate of an Authorized Officer of JEA filed with the records of JEA as such (which certificate shall specify the Bonds with respect to which such Designated Swap Obligation is entered into).

Designated Swap Obligation Provider shall mean any person with whom JEA enters into a Designated Swap Obligation.

Electric Resolution shall mean the resolution adopted by JEA on March 30, 1982, authorizing the issuance of Electric System Revenue Bonds, to finance all or part of the cost of refunding and defeasing all of the outstanding revenue obligations of the Electric System and the cost of constructing or acquiring additions, extensions and improvements to said Electric System, and providing for the issuance of additional parity bonds thereunder to finance the costs of additions, extensions and improvements to said Electric System, together with all amendments and supplements thereto adopted in accordance with the terms thereof and in accordance with subsection 3 of Section 711 of this Resolution.

Electric System shall mean the Electric System of JEA as defined in the Electric Resolution.

Escrow Agent shall mean, with respect to the refunding or defeasance of any particular Bond or Bonds at any one time, the entity with which moneys or investments shall be deposited in trust for the Holders of such Bond or Bonds to be refunded or defeased, and who shall agree, through an appropriate agreement with JEA, to perform the duties of Escrow Agent with respect to such Bond or Bonds as provided in the Resolution or the Supplemental Resolution or Supplemental Resolutions authorizing the Issue and Series of which such Bond or Bonds are a part.

Event of Default shall have the meaning given to such term in Section 801.

Fiduciary or **Fiduciaries** shall mean the Bond Registrar, the Paying Agents, any Escrow Agent in respect of the refunding or defeasance of Bonds, or any or all of them, as may be appropriate.

Fiscal Year shall mean the 12-month period established by the Governing Body or provided by law from time to time as the fiscal year for the Projects, and which, as of the date of adoption of this Resolution, is the 12-month period commencing on October 1 of any year and ending on September 30 of the following year.

FPL shall mean Florida Power & Light Company, a corporation organized and existing under the laws of the State of Florida.

Fund or **Funds** shall mean, as the case may be, each or all of the Funds established in Section 502.

General Reserve Fund shall mean the General Reserve Fund established in subsection 1 of Section 502.

Governing Body shall mean the governing body of JEA as set forth in the Charter of the City of Jacksonville, Florida, as amended from time to time.

GPC shall mean Georgia Power Company, a corporation organized and existing under the laws of the State of Georgia.

Highest Rating Category shall mean a rating in the highest rating category given by the applicable Rating Agency for that general category of security or obligation.

Investment Securities shall mean and include (X) each of the following securities, obligations and investments and (Y) any other securities, obligations and investments, in either case, if and to the extent that at the time the same shall be legal for investment of JEA's funds:

- (i) any bonds or other obligations which constitute direct obligations of, or as to principal and interest are unconditionally guaranteed by, the United States of America, including obligations of any of the federal agencies set forth in clause (ii) below to the extent unconditionally guaranteed by the United States of America;

(ii) bonds, debentures, or other evidences of indebtedness issued or guaranteed by any agency or corporation which has been or may hereafter be created pursuant to an Act of Congress as an agency or instrumentality of the United States of America which at the time of their purchase hereunder are rated “AAA” by Standard & Poor’s and “Aaa” by Moody’s Investors Service, if rated by both rating agencies, and, if rated by one such rating agency, shall have a rating of “AAA” or “Aaa” by Standard & Poor’s or Moody’s Investors Service, as the case may be;

(iii) obligations of any state of the United States of America or any political subdivision thereof or any agency or instrumentality of any state or political subdivision, provided that at the time of their purchase hereunder such obligations are rated in either of the two highest whole rating categories by two nationally recognized rating agencies;

(iv) direct and general obligations of the State of Florida for the payment of the principal of and interest on which the full faith and credit of said State is pledged, or any bonds or other obligations which as to principal and interest are unconditionally guaranteed by the State of Florida;

(v) certificates that evidence ownership of the right to payments of principal and/or interest on obligations described in clauses (i) and (ii) of this definition, provided that such obligations shall be held in trust by a bank or trust company or a national banking association authorized to exercise corporate trust powers and subject to supervision or examination of federal, state, territorial or District of Columbia authority and having a combined capital, surplus and undivided profits of not less than \$50,000,000;

(vi) certificates of deposit, whether negotiable or non-negotiable, and banker’s acceptances issued by any bank, trust company or national banking association, in each case, having a combined capital, surplus and undivided profits of not less than \$100,000,000; *provided*, that at the time of their purchase hereunder such instruments are (a) rated not lower than the second highest whole rating category by two nationally recognized rating agencies, (b) issued by a bank, trust company or nationally recognized association (1) which bank, trust company or national banking association’s deposit obligations have been issued the highest possible rating (giving effect to any refinement or graduation of ratings by a numerical or symbolic modifier or otherwise) by (X) Moody’s Investors Service or Standard & Poor’s or (Y) two nationally recognized rating agencies or (2) which bank, trust company or national banking association has issued and outstanding senior unsecured indebtedness rated not lower than the second highest whole rating category by two nationally recognized rating agencies; provided that, if after the purchase of any such certificates of deposit, the ratings thereon or with respect to the issuer thereof, as the case may be, shall fall below the requirements set forth in clause (a) or (b) hereof, JEA shall sell such certificates of deposit, or (c) fully insured by the Federal Deposit Insurance Corporation or secured, to the extent not insured by the Federal Deposit Insurance Corporation, by such securities as are described in clause (i) of this definition which securities shall at all times have a

market value at least equal to the principal amount of such certificates of deposit or banker's acceptances;

(vii) commercial paper that, at the date of investment, is rated "P-1" by Moody's Investors Service and "A-1" by Standard & Poor's, or if not so rated by both such rating agencies, then rated "P-1" by Moody's Investors Service or "A-1" by Standard & Poor's or "F-1" by Fitch Ratings and rated with the highest possible rating (giving effect to any refinement or graduation of ratings with a numerical or symbolic modifier or otherwise) by one other nationally recognized rating agency;

(viii) any repurchase agreement with any bank or trust company organized under the laws of any state of the United States of America or any national banking association or government bond dealer reporting to, trading with, and recognized as a primary dealer by the Federal Reserve bank of New York, which agreement relates to the sale and repurchase of any one or more of the securities described in clauses (i) and (ii) above and which, in the judgment of JEA, conforms as to terms and conditions with then prevailing prudent standards in the financial markets;

(ix) shares of an investment company organized under the Investment Company Act of 1940, as amended (or successor provision of law), which invests in assets exclusively in obligations of the type described in the other clauses of this definition which shares shall be rated "AA" or above if rated by Standard & Poor's and "Aa2" or above if rated by Moody's Investors Service;

(x) interests in the State of Florida Local Government Surplus Funds Trust Fund or other similar common trust fund for which such state, or a constitutional or statutory officer or agency thereof, shall be the custodian; and

(xi) any agreements or contracts with insurance companies or other financial institutions, which agreements or contracts (a) shall be rated at the date of investment of such agreements or contracts in the highest whole rating category by two nationally recognized rating agencies, or (b) are issued or entered into by (i) an insurance company whose claims paying ability shall be rated at the date of investment in such agreements or contracts in the highest whole rating category by two nationally recognized rating agencies or (ii) an insurance company or other financial institution that has issued and outstanding senior unsecured indebtedness rated at the date of investment in such agreements or contracts in the highest whole rating category by two nationally recognized rating agencies, and whereby under each such agreement or contract the insurance company or other financial institution shall be absolutely and unconditionally obligated to repay the moneys invested by JEA and interest thereon, without any right of recoupment, counterclaim or set off. Any such agreement or contract may provide that, with the approval of JEA, the insurance company or other financial institution may have the right to assign its obligations under any such agreement or contract to any other insurance company or other financial institution.

Issue shall mean all of the Bonds of one or more separate Series, whether authenticated and delivered on original issuance in a single transaction or in a simultaneous transaction or authenticated and delivered on original issuance in separate transactions and at different times, which are identified pursuant to a Supplemental Resolution or Supplemental Resolutions as being of the same Issue of Bonds.

JEA shall include, if JEA shall be abolished, the authority, board, body, commission or agency succeeding to the principal functions and obligations thereof.

Medium-Term Note shall mean any Bond which (a) has a maturity date which is more than 365 days, but not more than 15 years, after the date of issuance thereof and (b) is designated as a Medium-Term Note in the Supplemental Resolution authorizing such Bond.

Medium-Term Note Payment Plan shall mean, with respect to any Series of Medium-Term Notes and as of any time, the then current Medium-Term Note Payment Plan for such Notes contained in a certificate of an Authorized Officer of JEA delivered pursuant to clause (7) of Section 202 hereof and setting forth the sources of funds expected to be utilized by JEA to pay the principal of and interest on such Medium-Term Notes or any subsequent certificate of an Authorized Officer of JEA thereafter executed to reflect changes, if any, in the expectations of JEA with respect to the sources of funds to be utilized to pay principal of and interest on such Medium-Term Notes; *provided, however*, that if any Medium-Term Note Payment Plan provides for the refunding of any Medium-Term Note with proceeds of (a) Bonds other than Commercial Paper Notes or Medium-Term Notes or (b) Subordinated Indebtedness, in either such case, that JEA intends to pay from Revenues, the principal of such Medium-Term Notes shall, for purposes of the Medium-Term Note Payment Plan, be assumed to come due over a period commencing with the due date of the Medium-Term Note and ending not later than the earlier of (x) the 40th anniversary of the first issuance of Medium-Term Notes of such Series or (y) the 30th anniversary of the due date of the Medium-Term Note to be refunded, in installments such that the principal and interest payable on such Medium-Term Notes in each Fiscal Year in such period will be equal to the principal and interest payable on such Medium-Term Notes in each other Fiscal Year in such period.

May 1998 Amending Resolution shall mean the resolution adopted by JEA on May 19, 1998, the title of which is recited in the title of the Resolution, providing for the amendment and restatement of the Electric Resolution and providing for the further amendment of the Electric Resolution upon the satisfaction of certain conditions.

Net Revenues shall mean, for any period, the Revenues during such period, determined on an accrual basis, minus Operation and Maintenance Expenses during such period, determined on an accrual basis, to the extent paid or to be paid from Revenues.

One-Month LIBOR Rate shall mean, as of any date of determination, the offered rate for deposits in U.S. dollars for a one-month period which appears on the Telerate Page 3750 at approximately 11:00 a.m., London time, on such date, or if such date is not a date on which dealings in U.S. dollars are transacted in the London interbank market, then on the next preceding day on which such dealings were transacted in such market.

Operation and Maintenance Expenses shall mean (i) JEA's expenses for operation and maintenance of all Projects, and ordinary repairs, renewals, replacements and reconstruction of all Projects, including all JEA's costs of producing and delivering electric power and energy from all Projects and payments (other than payments out of the proceeds of Bonds, Subordinated Indebtedness or other evidences of indebtedness of JEA) into reserves in the Revenue Fund for items of Operation and Maintenance Expenses the payment of which is not immediately required, and shall include, without limiting the generality of the foregoing, fuel costs (including fuel hedges), costs of transmission service, rents, administrative and general expenses, costs of financial products, engineering expenses, legal, accounting and financial advisory expenses, salaries, management fees, payments to pension, retirement, health and hospitalization funds, insurance and surety bond premiums, any taxes or payments in lieu of taxes and payments required to be paid by JEA under any Project Agreement which are to be applied pursuant to the terms thereof to the payment of such costs and expenses, all to the extent properly allocable to the Projects in accordance with generally accepted accounting principles, or required to be incurred under or in connection with the performance of JEA's obligations under any Project Agreement, (ii) any other current expenses or obligations required to be paid by JEA under the provisions of the Resolution or by law or regulation, all to the extent properly allocable to the Projects in accordance with generally accepted accounting principles, or required to be paid by JEA under any Project Agreement, (iii) the fees and expenses of the Fiduciaries and (iv) the costs and expenses in connection with the purchase or redemption of Bonds. Notwithstanding the foregoing, operation and Maintenance Expenses shall not include any allowance for depreciation or amortization and there shall be included in operation and Maintenance Expenses only that portion of the total administrative and general expenses of JEA which are properly allocable to the Projects.

Option Bonds shall mean Bonds which by their terms may be tendered by and at the option of the Holder thereof for payment by JEA prior to the stated maturity thereof, or the maturities of which may be extended by and at the option of the Holder thereof.

Outstanding when used with reference to Bonds, shall mean, as of any date, Bonds theretofore or thereupon being authenticated and delivered under the Resolution except:

1. Bonds cancelled (or, in the case of Book Entry Bonds, to the extent provided in subsection 6 of Section 309, portions thereof deemed to have been cancelled) by the Bond Registrar at or prior to such date;

2. Bonds (or portions of Bonds) for the payment or redemption of which moneys, equal to the principal amount or Redemption Price thereof, as the case may be, with interest to the date of maturity or redemption date, shall be held in trust under the Resolution and set aside for such payment or redemption (whether at or prior to the maturity or redemption date); *provided*, that if such Bonds (or portions of Bonds) are to be redeemed, notice of such redemption shall have been given as provided in Article IV or in the Supplemental Resolution or Supplemental Resolutions authorizing the Issue and Series of which such Bonds are a part or provision shall have been made for the giving of such notice;

3. Bonds in lieu of or in substitution for which other Bonds shall have been authenticated and delivered pursuant to Article III or Section 405 or 1106 unless proof satisfactory to JEA is presented that any such Bonds are held by a bona fide purchaser in due course; and

4. Bonds (or, in the case of Book Entry Bonds, to the extent provided in subsection 8 of Section 309, portions thereof) deemed to have been paid as provided in subsection 2 of Section 1201 or in the Supplemental Resolution or Supplemental Resolutions authorizing the Issue and Series of which such Bonds are a part.

Paying Agent shall mean an officer of JEA, a transfer agent duly registered pursuant to the Securities Exchange Act of 1934, as amended, or a bank or trust company organized under the laws of any state of the United States of America or a national banking association appointed to act in such capacity hereunder.

Principal Installment shall mean, as of any date of calculation and with respect to any Series, so long as any Bonds thereof are Outstanding, (i) the principal amount of Bonds (including, in the case of any Option Bond, the principal amount thereof tendered for payment prior to the stated maturity thereof) of such Series due (or so tendered for payment) on a certain future date for which no Sinking Fund Installments have been established, or (ii) the unsatisfied balance (determined as provided in Section 515) of any Sinking Fund Installments due on a certain future date for Bonds of such Series, plus the amount of the sinking fund redemption premiums, if any, which would be applicable upon redemption of such Bonds on such future date in a principal amount equal to said unsatisfied balance of such Sinking Fund Installments, or (iii) if such future dates coincide as to different Bonds of such Series, the sum of such principal amount of Bonds and of such unsatisfied balance of Sinking Fund Installments due on such future date plus such applicable redemption premiums, if any.

Project shall mean (i) the Scherer 4 Project or (ii) any Additional Project. Each Project shall be a separate bulk power supply utility or system within the meaning of Chapter 80-513, Laws of Florida, Special Acts of 1980, as amended. "Project" shall not include JEA's Electric System, the SJRPP System, or any other separate utility or system which JEA elects to acquire, construct and operate as a separate bulk power supply utility or system, or any part of any of the foregoing, and which is not financed with the proceeds of Bonds issued under the Resolution or Subordinated Indebtedness.

Project Account shall mean, with respect to any Project, the separate account for such Project established in the Construction Fund.

Project Agreements shall mean, with respect to the Scherer 4 Project, the Scherer 4 Project Agreements and, with respect to any Additional Project, all of the contracts entered into by JEA relating to the ownership, lease, construction and operation of such Project, as from time to time amended or supplemented, and designated in a Supplemental Resolution or Supplemental Resolutions.

Rate Stabilization Fund shall mean the Rate Stabilization Fund established in subsection 1 of Section 502.

Rating Agency means any nationally recognized statistical rating agency then maintaining a rating, at the request of JEA, on all or a portion of the Bonds.

Redemption Price shall mean, with respect to any Bond, the principal amount thereof plus the applicable premium, if any, payable upon redemption thereof pursuant to such Bond or the Resolution.

Refundable Principal Installment shall mean any Principal Installment for any Series of Bonds which JEA intends to pay with moneys which are not Revenues; *provided*, that (i) in the case of Bonds other than Commercial Paper Notes or Medium-Term Notes, such intent shall have been expressed in the Supplemental Resolution authorizing such Series of Bonds, (ii) in the case of Commercial Paper Notes, such intent shall be expressed in the then current Commercial Paper Payment Plan for such Commercial Paper Notes and (iii) in the case of Medium-Term Notes, such intent shall be expressed in the then current Medium-Term Note Payment Plan for such Medium-Term Notes; *provided, further*, that such Principal Installment shall be a Refundable Principal Installment only through the penultimate day of the month preceding the month in which such Principal Installment comes due or such earlier time as JEA no longer intends to pay such Principal Installment with moneys which are not Revenues.

Refunding Bonds shall mean Bonds authenticated and delivered pursuant to Section 205, and all Bonds thereafter authenticated and delivered in lieu of or in substitution for such Bonds pursuant to Article III or Section 405 or Section 1106.

Regular Record Date shall have the meaning given to such term in Section 308.

Reimbursement Obligations shall mean all Bonds issued pursuant to Section 206, whether issued in one or more Issues, and any Bonds thereafter authenticated and delivered in lieu of or in substitution for such Bonds pursuant to Article III or Section 405 or Section 1106 and the Supplemental Resolution authorizing such Reimbursement Obligations.

Renewal and Replacement Fund shall mean the Renewal and Replacement Fund established in subsection 1 of Section 502.

Renewal and Replacement Requirement shall mean, for each Bond Year, 12.5 percent of Aggregate Debt Service for such Bond Year or such greater amount as shall be determined from time to time by the Governing Body as being prudent and appropriate.

Resolution shall mean this resolution, sometimes referred to herein as the “Restated and Amended Bulk Power Supply System Revenue Bond Resolution,” as from time to time amended or supplemented by Supplemental Resolutions in accordance with the terms hereof.

Revenue Fund shall mean the Revenue Fund established in subsection 1 of Section 502.

Revenues shall mean (i) all revenues, income, rents and receipts derived or to be derived by JEA from or attributable or relating to the ownership and operation of all Projects, including all payments made by JEA from its Electric System into the Revenue Fund pursuant to Section 711 hereof for output, capacity, use or service of the Projects, (ii) the proceeds of any insurance covering business interruption loss relating to any Project derived or to be derived by JEA and (iii) interest and gains on the sale of securities received or to be received on any moneys or securities held pursuant to the Resolution and paid or required to be paid into the Revenue Fund. Revenues shall not include any income, fees, charges, receipts, profits or other moneys derived by JEA from its ownership or operation of the Electric System (except that payments made or to be made by JEA into the Revenue Fund from the Electric System pursuant to Section 711 hereof, as referred to in clause (i) of the preceding sentence, shall become Revenues when and to the extent such payments have been accrued) or of any other separate bulk power supply utility or system of the nature referred to in the last sentence of the definition of Project in this Section 101. For any purpose of the Resolution that requires the computation of Revenues with respect to any period of time, “Revenues” shall include such amounts described in the second preceding sentence derived or to be derived or received or to be received, as the case may be, during such period, determined on an accrual basis, plus (x) the amounts, if any, paid from the Rate Stabilization Fund into the Revenue Fund during such period (excluding from (x) amounts included in the Revenues for such period representing interest earnings transferred from the Rate Stabilization Fund to the Revenue Fund pursuant to Section 603) and minus (y) the amounts, if any, paid from the Revenue Fund into the Rate Stabilization Fund during such period. Notwithstanding the foregoing, all cash subsidy payments received by JEA from the U.S. Treasury in respect of the interest payable on any Build America Bonds shall not constitute “Revenues” for any purpose of the Resolution.

Scherer 4 shall mean Plant Robert W. Scherer Unit No. 4, an 846 MW coal-fired, steam electric generating unit located near Forsyth, Georgia.

Scherer 4 Project shall mean (a) the following, all of which may be acquired by JEA in one or more transactions: (i) an undivided ownership interest in Scherer 4 of not more than 23.64 percent, (ii) an undivided ownership interest in the Additional Unit Common Facilities (as defined in the Scherer 4 Purchase Agreement) of not more than 11.82 percent, (iii) an undivided ownership interest in the Plant Scherer Common Facilities (as defined in the Scherer 4 Purchase Agreement) of not more than 5.91 percent and (iv) an undivided ownership interest in the Plant Scherer Coal Stockpile (as defined in the Scherer 4 Purchase Agreement) of not more than 5.91 percent and (b) any Capital Improvements thereto.

Scherer 4 Project Agreements shall mean each of the following agreements: (a) the Scherer 4 Purchase Agreement; (b) that certain Plant Robert W. Scherer Unit Number Four Operating Agreement, dated as of December 31, 1990, among GPC, FPL and JEA; (c) that certain Agency Agreement Relating to the Joint Ownership of Plant Robert W. Scherer Unit Number Four, dated as of December 31, 1990, between JEA and FPL (d) that certain Plant Robert W. Scherer Unit Number Four Transmission Service Agreement, dated as of December 31, 1990, among JEA, GPC and SCSI (as defined in the Scherer 4 Purchase Agreement); (e) that certain Transition Energy Agreement, dated as of December 31, 1990, among JEA, the Southern Companies (as defined in the Scherer 4 Purchase Agreement) and SCSI; (f) that certain Plant

Robert W. Scherer Unit Number Four Substation Purchase Agreement, dated as of December 31, 1990, among GPC, FPL and JEA; (g) that certain Plant Scherer Managing Board Agreement, among GPC, Oglethorpe Power Corporation (an Electric Membership Generation & Transmission Corporation), MEAG (as defined in the Scherer 4 Purchase Agreement), Dalton (as defined in the Scherer 4 Purchase Agreement), Gulf (as defined in the Scherer 4 Purchase Agreement), FPL and JEA; and (h) any other agreements relating to the Scherer 4 Project that are designated as “Scherer 4 Project Agreements” in a Supplemental Resolution or Supplemental Resolutions hereafter adopted; in each such case, together with all amendments thereof and supplements thereto and hereafter entered into in accordance with the respective provisions thereof.

Scherer 4 Project Issue shall mean all Bonds authenticated and delivered pursuant to Section 203, and any Bonds thereafter authenticated and delivered in lieu of or in substitution for such Bonds pursuant to Article III or Section 405 or Section 1106.

Scherer 4 Purchase Agreement shall mean that certain Plant Robert W. Scherer Unit Number Four Amended and Restated Purchase and Ownership Participation Agreement, dated as of December 31, 1990, among GPC, FPL and JEA.

Second Highest Rating Category shall mean a rating not lower than the second highest rating category (not taking into account numerical or plus or minus or other gradations within a rating category) given by that Rating Agency for that general category of security or obligation.

Securities Depository shall mean, with respect to a Book Entry Bond, the person, firm, association or corporation specified in the Supplemental Resolution or Supplemental Resolutions authorizing the Bonds of the Issue and Series of which such Book Entry Bond is a part to serve as the securities depository for such Book Entry Bond, or its nominee, and its successor or successors and any other person, firm, association or corporation which may at any time be substituted in its place pursuant to the Resolution or such Supplemental Resolution or Supplemental Resolutions.

Series shall mean that portion of the Bonds of an Issue authenticated and delivered in a single transaction and identified pursuant to the Supplemental Resolution authorizing such Bonds as a separate Series of Bonds, regardless of variations in maturity, interest rate, Sinking Fund Installments, or other provisions, and any Bonds thereafter authenticated and delivered in lieu of or in substitution for such Bonds pursuant to Article III or Section 405 or Section 1106.

SIFMA Municipal Swap Index shall mean the rate determined on the basis of an index based upon the weekly interest rates of tax exempt variable rate issues included in a database maintained by the Securities Industry and Financial Markets Association (“SIFMA”) or any successor indexing agent which meets specific criteria established by SIFMA.

Sinking Fund Installment shall mean with respect to any Series an amount so designated which is required by a Supplemental Resolution or Supplemental Resolutions authorizing the Bonds of such Series to be paid into the Debt Service Account in the Debt Service Fund by a specified date for application (on or prior to the due date of such Sinking Fund

Installment and pursuant to subsection 2 of Section 508) to the retirement by purchase, redemption or payment at maturity of a portion of the Bonds of a particular maturity or an interest rate within a maturity of such Series equal in principal amount to such Sinking Fund Installment.

SJRPP System shall mean the bulk power supply utility or system owned and operated by JEA under and pursuant to the SJRPP Resolution.

Special Record Date shall have the meaning given to such term in Section 308.

Subordinated Indebtedness shall mean an evidence of indebtedness referred to in, and complying with the provisions of, Section 516.

Subordinated Indebtedness Fund shall mean the Subordinated Indebtedness Fund established in subsection 1 of Section 502.

Supplemental Resolution shall mean any resolution supplemental to or amendatory of the Resolution adopted by JEA in accordance with Article X hereof.

Trust Estate shall mean (i) the proceeds of the sale of the Bonds, (ii) the Revenues, and (iii) all Funds and Accounts established by the Resolution (other than (a) the Debt Service Reserve Account in the Debt Service Fund, (b) the Renewal and Replacement Fund and (c) any Decommissioning Fund which may be established pursuant to subsection 2 of Section 502 hereof), including the investments and investment income, if any, thereof.

U.S. Treasury shall mean the U.S. Treasury or any party designated by the federal government to issue cash subsidy payments on Build America Bonds.

Variable Rate Bond shall mean any Bond not bearing interest throughout its term at a specified rate or specified rates determined at the time of issuance of the Series of Bonds of which such Bond is one.

Variable Rate Taxable Index shall mean the One-Month LIBOR Rate or, if the One-Month LIBOR Rate no longer shall be available, the Alternate Variable Rate Taxable Index.

Variable Rate Tax-Exempt Index shall mean the SIFMA Municipal Swap Index or, if the SIFMA Municipal Swap Index no longer shall be available, the Alternate Variable Rate Tax-Exempt Index.

Except where the context otherwise requires, words importing the singular number shall include the plural number and vice versa, and words importing persons shall include firms, associations, corporations, districts, agencies and bodies.

102. Authority for the Resolution. The Resolution is adopted pursuant to the provisions of the Acts.

103. Resolution to Constitute Contract. In consideration of the purchase and acceptance of any and all of the Bonds authorized to be issued hereunder by those who shall hold the same from time to time, the Resolution shall be deemed to be and shall constitute a contract between JEA and the Holders from time to time of the Bonds; and the pledge made in the Resolution and the covenants and agreements therein set forth to be performed on behalf of JEA shall, except as expressly set forth in the Resolution or in a Supplemental Resolution, be for the equal benefit, protection and security of the Holders of any and all of the Bonds, all of which, regardless of the time or times of their authentication and delivery or maturity, shall be of equal rank without preference, priority or distinction of any of the Bonds over any other thereof except as expressly provided in or permitted by the Resolution.

ARTICLE II

AUTHORIZATION AND ISSUANCE OF BONDS AND AUTHORIZATION OF SCHERER 4 PROTECT

201. Authorization of Bonds. 1. JEA is hereby authorized to issue from time to time, as hereinafter provided, Bonds of JEA to be designated as “Bulk Power Supply System Revenue Bonds.” The aggregate principal amount of the Bonds which may be executed, authenticated and delivered under the Resolution is not limited except as may hereafter be provided in the Resolution or in any Supplemental Resolution or as may be limited by law.

2. The Bonds may, if and when authorized by JEA pursuant to one or more Supplemental Resolutions, be issued in one or more Issues, and in one or more Series of each Issue. The designation of each Issue and Series, in addition to the name “Bulk Power Supply System Revenue Bonds,” shall include such further appropriate particular designation added to or incorporated in the title for the Bonds of such Issue and Series as JEA may determine. Each Bond shall bear upon its face the designation so determined by JEA for the Issue and Series to which it belongs.

3. Nothing in the Resolution shall be deemed to preclude or restrict the consolidation into a single Series for purposes of issuance and sale of Bonds otherwise permitted by the Resolution to be issued at the same time in two or more separate Series, provided that solely for the purpose of satisfying the requirements of Section 202, Section 203, Section 204, Section 205 or Section 206, as the case may be, the Bonds otherwise permitted by the Resolution to be issued as a separate Series shall be considered separately as if such Bonds were to be issued as a separate Series. In the event that separate Series are combined for purposes of issuance and sale, they may be issued under a single Supplemental Resolution notwithstanding any other provision of the Resolution.

202. General Provisions for Issuance of Bonds of Each Series. When authorized pursuant to a Supplemental Resolution, the officers of JEA specified in Section 303 may execute all (but not less than all) the Bonds of each Series of any Issue for issuance under the Resolution and deliver such Bonds to the Bond Registrar for completion, authentication and delivery. The Bond Registrar shall authenticate and deliver such Bonds to JEA or upon its order, but only upon satisfaction by JEA of the conditions specified in Article X of the Resolution and in the

Supplemental Resolution or Supplemental Resolutions authorizing the Issue and Series of which such Bonds are a part and upon satisfaction by JEA of the following conditions:

(1) receipt of a Counsel's Opinion to the effect that (a) JEA has the right and power under the Acts as amended to the date of such Opinion to adopt the Resolution, and the Resolution has been duly and lawfully adopted by JEA, is in full force and effect and is valid and binding upon JEA in accordance with its terms, and no other authorization for the Resolution is required; (b) the Resolution creates the valid pledge which it purports to create of the Trust Estate and, if such Series of Bonds shall be an Additionally Secured Series, the separate subaccount in the Debt Service Reserve Account in the Debt Service Fund established for the benefit of such Bonds, subject to the provisions of the Resolution permitting the application thereof for the purposes and on the terms and conditions set forth in the Resolution; and (c) the Bonds of such Series are valid and binding obligations of JEA as provided in the Resolution and are entitled to the benefits of the Resolution and of the Acts as amended to the date of such Opinion, and such Bonds have been duly and validly authorized and issued in accordance with law, including the Acts as amended to the date of such Opinion, and in accordance with the Resolution. Such Opinion may take exception as to the effect of, or for restrictions or limitations imposed by or resulting from, bankruptcy, insolvency, moratorium, reorganization or other laws affecting creditors' rights and may state that no opinion is being rendered as to the availability of any particular remedy. No opinion need be expressed as to the priority of the pledge created by the Resolution over the rights of other persons in the Trust Estate and, if applicable, such separate subaccount in the Debt Service Reserve Account in the Debt Service Fund;

(2) adoption of a Supplemental Resolution authorizing such Bonds, which shall specify such terms and conditions relative to the Bonds of such Series, and such other matters relative thereto, as JEA may determine;

(3) deposit of the amount, if any, required by the Supplemental Resolution to be deposited in the Debt Service Account in the Debt Service Fund for the payment of interest on Bonds and, if such Series shall be an Additionally Secured Series, the amount, if any, necessary for deposit in the separate subaccount in the Debt Service Reserve Account in the Debt Service Fund designated therefor so that the amount on deposit in such subaccount shall equal the Debt Service Reserve Requirement related thereto calculated immediately after the authentication and delivery of such Series of Bonds; provided, however, that a Supplemental Resolution establishing a separate subaccount in the Debt Service Reserve Account in the Debt Service Fund may provide that, in lieu of maintaining all or a portion of the moneys or investments required to be maintained in such separate subaccount in the Debt Service Reserve Account in the Debt Service Fund, there may be credited to said subaccount at any time an irrevocable surety bond, an insurance policy, a letter of credit or any other similar obligation, or any combination thereof, of the type specified therein, or such amount may be deposited thereafter from Revenues or otherwise, in such manner as may be specified therein;

(4) execution by an Authorized Officer of JEA of a certificate stating that upon the issuance of such Series JEA will not be in default in the performance of any of the covenants, conditions, agreements or provisions contained in the Resolution;

(5) in the case of each Series of Bonds any portion of the proceeds of which is to be deposited in the Debt Service Account in the Debt Service Fund or the Subordinated Indebtedness Fund, execution by an Authorized Officer of JEA of a certificate setting forth the then estimated application of such proceeds so deposited for the payment of interest on any particular Series of Bonds or Subordinated Indebtedness, whether or not such Series of Bonds or Subordinated Indebtedness is then Outstanding, or then being issued or to be issued thereafter;

(6) in the case of a Series of Commercial Paper Notes, execution by an Authorized Officer of JEA of a certificate setting forth the Commercial Paper Payment Plan with respect to such Commercial Paper Notes. Such certificate shall be amended from time to time by a new certificate of an Authorized Officer of JEA to reflect changes, if any, in the expectations of JEA with respect to the sources of funds to be utilized to pay principal of and interest on such Commercial Paper Notes;

(7) in the case of a Series of Medium-Term Notes, execution by an Authorized Officer of JEA of a certificate setting forth the Medium-Term Note Payment Plan with respect to such Medium-Term Notes. Such certificate shall be amended from time to time by a new certificate of an Authorized Officer of JEA to reflect changes, if any, in the expectations of JEA with respect to the sources of funds to be utilized to pay principal of and interest on such Medium-Term Notes; and

(8) delivery of such further documents, moneys and securities as are required by the provisions of Section 203, 204, 205 or 206 or Article X or any Supplemental Resolution adopted pursuant to Article X.

203. Authorization of Scherer 4 Project and Scherer 4 Project Issue. 1. There is hereby authorized to be undertaken by JEA the acquisition of the Scherer 4 Project in accordance with the Acts and the doing and performing of all acts and things required to be done or performed by JEA to carry out such undertaking.

2. There is hereby authorized an Issue of Bonds under the Resolution which is herein designated as the "Scherer 4 Project Issue" for the purpose of paying Costs of the Scherer 4 Project. Such Scherer 4 Project Issue of Bonds shall be delivered in one or more Series which may be authenticated and delivered at one time or from time to time.

3. The proceeds, including accrued interest, of each Series of Bonds of the Scherer 4 Project Issue shall be applied simultaneously with the delivery of such Bonds as provided in the Supplemental Resolution authorizing such Series.

204. Additional Bonds. 1. One or more Issues of Additional Bonds may be issued at any time or from time to time (in one or more series of each Issue, to be authenticated and delivered at one time or from time to time) in accordance with this Section 204 in such principal amount for each such Issue as may be determined by JEA for the purpose of paying or providing for the payment of Costs of a particular Project.

2. In addition to the conditions set forth in Section 202, and except as otherwise provided in subsection 3 of this Section 204 with respect to the Bonds of an Issue authorized for the purpose of paying or providing for the payment of Capital Improvements to a particular Project or with respect to the Scherer 4 Project Issue, the Bonds of the initial Series of any Issue of Additional Bonds may be authenticated and delivered only upon satisfaction by JEA of the following conditions:

(1) adoption of a Supplemental Resolution authorizing the issuance in Series at one time or from time to time of an Issue of Additional Bonds in a specified aggregate principal amount which will provide JEA with funds sufficient, as nearly as practicable, to pay the estimated Costs of such Project and, in the case of any Additional Project for which no Bonds have theretofore been issued under the Resolution, (a) describing the facilities or rights and interests of JEA which shall constitute such Additional Project; (b) designating such facilities or rights and interests as an Additional Project and authorizing JEA to undertake the acquisition and/or construction thereof; and (c) designating the Project Agreements, if any, entered into by JEA relating to such Additional Project as "Project Agreements" under the Resolution;

(2) receipt of a certificate an Authorized Officer of JEA (a) if the Electric Resolution theretofore shall not have been satisfied and discharged, to the effect that JEA will be able to make the payments and meet its obligations under the Electric Resolution after the issuance of the Additional Bonds of the Issue of which such Series is a part, including all payments required to be made by JEA out of revenues of the Electric System (i) pursuant to the SJRPP Resolution, (ii) pursuant to this Resolution relating to (X) all Projects the acquisition and/or construction of which theretofore have been authorized pursuant to this Resolution and (Y) the Bonds of all Issues which theretofore have been authorized to be issued under this Resolution and (iii) in connection with any other bulk power supply utility or system theretofore created by JEA (other than (x) the SJRPP System and (y) all Projects the acquisition and/or construction of which theretofore have been authorized pursuant to this Resolution), or (b) if the Electric Resolution theretofore shall have been satisfied and discharged, to the effect that JEA will be able to provide for the payment of all charges or liens whatsoever payable out of revenues of the Electric System after the issuance of the Additional Bonds of the Issue of which such Series is a part, including all payments required to be made by JEA out of revenues of the Electric System (i) pursuant to the SJRPP Resolution, (ii) pursuant to this Resolution relating to (X) all Projects the acquisition and/or construction of which theretofore have been authorized pursuant to this Resolution and (Y) the Bonds of all Issues which theretofore have been authorized to be issued under this Resolution and (iii) in connection with any other bulk power supply utility or system theretofore created by

JEA (other than (x) the SJRPP System and (y) all Projects the acquisition and/or construction of which theretofore have been authorized pursuant to this Resolution); and

(3) in the case of Additional Bonds being issued to finance Costs of an Additional Project for which no Bonds theretofore have been issued under the Resolution, filing with the records of JEA of (a) a copy of the ordinance(s) and/or resolution(s) enacted or adopted by the City Council of the City approving the issuance of the Additional Bonds of such Issue to finance all or a portion of the Costs of such Additional Project, certified by the Council Secretary of the City; (b) a Counsel's Opinion to the effect that JEA has good right and lawful authority to undertake the acquisition and/or construction of such Additional Project; and (c) copies, certified by an Authorized Officer of JEA, of the Project Agreements, if any, relating to such Additional Project.

3. In addition to the conditions set forth in Section 202, and notwithstanding the provisions of subsection 2 of this Section 204, the Bonds of the initial Series of any Issue of Additional Bonds and Bonds of the Scherer 4 Project Issue, in either case to be issued for the purpose of paying or providing for the payment of Costs of Capital Improvements to a particular Project that theretofore has been financed with the proceeds of Bonds, may be authenticated and delivered upon adoption of a Supplemental Resolution authorizing the issuance in Series at one time or from time to time of an Issue of Additional Bonds in a specified aggregate principal amount which will provide JEA with funds sufficient, as nearly as practicable, to pay the estimated Costs of such Capital Improvements, which estimated Costs shall be set forth in such Supplemental Resolution.

4. The proceeds, including accrued interest, of the Additional Bonds of each Series of each Issue authenticated and delivered pursuant to this Section 204 shall be applied simultaneously with the delivery of such Bonds as provided in the Supplemental Resolution authorizing such Series.

205. Refunding Bonds. 1. One or more Issues of Refunding Bonds may be issued at any time to refund (including by redemption, payment at maturity or in connection with exchanges or tenders) all or any Outstanding Bonds. Refunding Bonds shall be issued in a principal amount sufficient, together with other moneys available therefor, to accomplish such refunding and to make the deposits in the Funds and Accounts under the Resolution required by the provisions of the Supplemental Resolution authorizing such Bonds.

2. In addition to the conditions set forth in Section 202, the Bonds of each Series of Refunding Bonds may be authenticated and delivered only upon satisfaction of the following conditions:

(a) JEA shall provide instructions to the Escrow Agent for the Bonds to be refunded, satisfactory to it, to give due notice of redemption, if applicable, of all the Bonds to be refunded on a redemption date or dates specified in such instructions;

(b) if the Bonds to be refunded are not to be redeemed or paid at maturity within the next succeeding 60 days, JEA shall provide instructions to the Escrow Agent for such Bonds, satisfactory to it, to give due notice of defeasance in the manner provided for in the Resolution or the Supplemental Resolution or Supplemental Resolutions authorizing the Bonds of the Issue and Series being refunded; and

(c) JEA shall provide either (i) moneys (including moneys withdrawn and deposited pursuant to subsection 5 of Section 507 and subsection 5 of Section 508) in an amount sufficient to effect payment at the applicable Redemption Price of the Bonds to be redeemed and at the principal amount of the Bonds to be paid at maturity, together with accrued interest on such Bonds to the redemption date or maturity date, as applicable, which moneys shall be held by the Escrow Agent for such Bonds in a separate account irrevocably in trust for and assigned to the respective Holders of the Bonds to be refunded, or (ii) Defeasance Securities in such principal amounts, of such maturities, bearing such interest, and otherwise having such terms and qualifications and any moneys, as shall be necessary to comply with (X) the provisions of subsection 3 of Section 1201 or (Y) the provisions relating to defeasance of the Bonds being refunded set forth in the Supplemental Resolution or Supplemental Resolutions authorizing the Bonds of the Issue and Series being refunded, as applicable, which Defeasance Securities and moneys shall be held in trust and used only as provided in said provisions.

3. The proceeds, including accrued interest, of the Refunding Bonds of each Series of each Issue shall be applied simultaneously with the delivery of such Bonds for the purposes of making deposits in such Funds and Accounts under the Resolution as shall be provided by the Supplemental Resolution authorizing such Series of Refunding Bonds and shall be applied to the refunding purposes thereof in the manner provided in said Supplemental Resolution.

206. Reimbursement Obligations. One or more Issues of Reimbursement Obligations may be issued concurrently with or after the issuance of the Bonds of a Series authorized pursuant to the provisions of Section 203, 204 or 205 hereof for which Credit Enhancement or liquidity support is being provided with respect to such Bonds (or a maturity or maturities or interest rate within a maturity thereof) by a third party. Such Reimbursement Obligations shall be issued for the purpose of evidencing JEA's obligation to repay any advances or loans made to, or on behalf of, JEA in connection with such Credit Enhancement or liquidity support; *provided, however*, that the stated maximum principal amount of any such Issue of Reimbursement Obligations shall not exceed the aggregate principal amount of the Bonds with respect to which such Credit Enhancement or liquidity support is being provided, and such number of days' interest thereon as JEA shall determine prior to the issuance thereof, but not in excess of 366 days' interest thereon, computed at the maximum interest rate applicable thereto.

207. Special Provisions Relating to Capital Appreciation Bonds, Deferred Income Bonds and Reimbursement Obligations. 1. The principal and interest portions of the Accreted Value of Capital Appreciation Bonds or the Appreciated Value of Deferred Income Bonds becoming due at maturity or by virtue of a Sinking Fund Installment shall be included in the calculations of accrued and unpaid and accruing interest or Principal Installments made under the

definitions of Debt Service, Accrued Aggregate Debt Service and Aggregate Debt Service only from and after the date (the “Calculation Date”) which is one year prior to the date on which such Accreted Value or Appreciated Value, as the case may be, becomes so due, and the principal and interest portions of such Accreted Value or Appreciated Value shall be deemed to accrue in equal daily installments from the Calculation Date to such due date.

2. For the purposes of (i) receiving payment of the Redemption Price if a Capital Appreciation Bond is redeemed prior to maturity, or (ii) receiving payment of a Capital Appreciation Bond if the principal of all Bonds is declared immediately due and payable following an Event of Default, as provided in Section 801 of the Resolution or (iii) computing the principal amount of Bonds held by the Holder of a Capital Appreciation Bond in giving to JEA any notice, consent, request, or demand pursuant to the Resolution for any purpose whatsoever, the principal amount of a Capital Appreciation Bond shall be deemed to be its then current Accreted Value.

3. For the purposes of (i) receiving payment of the Redemption Price if a Deferred Income Bond is redeemed prior to maturity, or (ii) receiving payment of a Deferred Income Bond if the principal of all Bonds is declared immediately due and payable following an Event of Default, as provided in Section 801 of the Resolution or (iii) computing the principal amount of Bonds held by the Holder of a Deferred Income Bond in giving to JEA any notice, consent, request, or demand pursuant to the Resolution for any purpose whatsoever, the principal amount of a Deferred Income Bond shall be deemed to be its then current Appreciated Value.

4. Except as otherwise provided in a Supplemental Resolution authorizing an Issue of Reimbursement Obligations, for the purposes of (i) receiving payment of a Reimbursement Obligation, whether at maturity, upon redemption or if the principal of all Bonds is declared immediately due and payable following an Event of Default, as provided in Section 801 of the Resolution or computing the principal amount of Bonds held by the Holder of a Reimbursement Obligation in giving to JEA any notice, consent, request, or demand pursuant to the Resolution for any purpose whatsoever, the principal amount of a Reimbursement Obligation shall be deemed to be the actual principal amount that JEA shall owe thereon, which shall equal the aggregate of the amounts advanced to, or on behalf of, JEA in connection with the Bonds of the Series or maturity or interest rate within a maturity for which such Reimbursement Obligation has been issued to evidence JEA’s obligation to repay any advances or loans made in respect of the Credit Enhancement or liquidity support provided for such Bonds, less any prior repayments thereof.

208. Capital Lease Obligations. 1. One or more Series of Bonds constituting Capital Lease Obligations may be issued for the purpose of evidencing JEA’s obligation to make payments under leases or lease purchase agreements pursuant to which JEA shall lease or acquire additions or improvement to the Project.

2. In addition to the conditions set forth in Section 202, Section 203 and Section 204, the Bonds of each Series of Bonds constituting Capital Lease Obligations issued pursuant to subsection 1 of this Section 208 may be authenticated and delivered only upon satisfaction of the following conditions:

(a) execution by an Authorized Officer of JEA of a certificate (x) stating that the related lease or lease purchase agreement is a capital or financing lease under generally accepted accounting principles and (y) attaching a schedule setting forth the interest components and the principal components of the related lease or lease purchase payments;

(b) the Supplemental Resolution authorizing such Series of Bonds (a) shall specifically designate such Bonds as Capital Lease Obligations issued under and entitled to the benefits and security provided under the Resolution, and (b) shall set forth the terms of such Capital Lease Obligations and the form thereof, which form may be incorporated into or be the related lease or lease purchase agreement; and

(c) execution by an Authorized Officer of JEA of a certificate stating that upon the issuance of such Series JEA will not be in default in the performance of any of the covenants, conditions, agreements or provisions contained in the Resolution.

3. The principal and interest components of lease payments evidenced by Capital Lease Obligations shall constitute the principal thereof and interest thereon and shall be included in the calculations of interest or Principal Installments made under the definition of Debt Service.

4. JEA may enter into leases (which may be characterized as capital leases or otherwise under generally accepted accounting principles) which are not Capital Lease Obligations hereunder and are not entitled to the benefits and security provided under the Resolution. Current payments under such other leases may be made as Operation and Maintenance Expenses or may constitute Subordinated Indebtedness.

ARTICLE III

GENERAL TERMS AND PROVISIONS OF BONDS

301. Medium of Payment; Form and Date; Letters and Numbers. 1. The Bonds of each Issue shall be payable, with respect to interest, principal and Redemption Price, in any coin or currency of the United States of America which at the time of payment is legal tender for the payment of public and private debts or such other currency as may be specified in the Supplemental Resolution or Supplemental Resolutions authorizing the Issue and Series of which such Bonds are a part.

2. Unless otherwise provided in a Supplemental Resolution or Supplemental Resolutions, the Bonds of each Issue shall be issued in the form of fully registered Bonds without coupons. The Bonds of each Issue shall be in substantially the form set forth in the Supplemental Resolution or Supplemental Resolutions authorizing the Issue and Series of which such Bonds are a part.

3. Each Bond shall be lettered and numbered as provided in the Supplemental Resolution or Supplemental Resolutions authorizing the Issue and Series of which such Bond is a part and so as to be distinguished from every other Bond.

4. The Bonds of each Issue shall be dated the date of their authentication, except as otherwise may be provided in the Supplemental Resolution or Supplemental Resolutions authorizing the Issue and Series of which such Bonds are a part, and shall bear interest as provided in such Supplemental Resolution or Supplemental Resolutions.

302. Legends. The Bonds of each Issue may contain or have endorsed thereon such provisions, specifications and descriptive words not inconsistent with the provisions of the Resolution as may be necessary or desirable to comply with custom, the rules of any securities exchange or commission or brokerage board, or otherwise, as may be determined by JEA prior to the authentication and delivery thereof or later in connection with any remarketing.

303. Execution and Authentication. 1. The Bonds shall be executed in the name of JEA by the manual or facsimile signature of its Chair or Vice Chair and its official seal (or a facsimile thereof) shall be impressed, imprinted, engraved or otherwise reproduced thereon and attested by the manual or facsimile signature of its Secretary or an Assistant Secretary, or in such other manner as may be required or permitted by law. In case any one or more of the officers who shall have signed or sealed any of the Bonds shall cease to be such officer before the Bonds so signed and sealed shall have been authenticated and delivered by the Bond Registrar, such Bonds may, nevertheless, be authenticated and delivered as herein provided, and may be issued as if the persons who signed or sealed such Bonds had not ceased to hold such offices. Any Bond of an Issue may be signed and sealed on behalf of JEA by such persons as at the time of the execution of such Bonds shall be duly authorized or hold the proper office in JEA, although at the date borne by the Bonds of such Issue such persons may not have been so authorized or have held such office.

2. Any Bonds which have been validated in accordance with the provisions of Chapter 75, Florida Statutes, may have imprinted thereon a certificate of validation in substantially the form set forth in the Supplemental Resolution or Supplemental Resolutions authorizing the Issue and Series of which such Bonds are a part. Such certificate of validation shall be executed with the facsimile signature of the Chair or the Vice-Chair of JEA.

3. The Bonds of each Issue shall bear thereon a certificate of authentication, in the form set forth in the Supplemental Resolution or Supplemental Resolutions authorizing the Issue and Series of which such Bonds are a part, executed manually by the Bond Registrar. Only such Bonds as shall bear thereon such certificate of authentication shall be entitled to any right or benefit under the Resolution, and no Bond shall be valid or obligatory for any purpose until such certificate of authentication shall have been duly executed by the Bond Registrar. Such certificate of the Bond Registrar upon any Bond executed on behalf of JEA shall be conclusive evidence that the Bond so authenticated has been duly authenticated and delivered under the Resolution and that the Holder thereof is entitled to the benefits of the Resolution.

304. Interchangeability of Bonds. Except as otherwise provided in a Supplemental Resolution, the Bonds, upon surrender thereof at the office of the Bond Registrar with a written instrument of transfer satisfactory to the Bond Registrar, duly executed by the registered owner or its duly authorized attorney, may, at the option of the registered owner thereof, and upon payment by such registered owner of any charges which the Bond Registrar may make as provided in Section 306, be exchanged for an equal aggregate principal amount of Bonds of the same Issue, Series, maturity and interest rate of any other authorized denominations.

305. Negotiability, Transfer and Registry. 1. Title to any Bearer Commercial Paper Note shall pass by delivery as a negotiable instrument payable to bearer.

2. Except as otherwise provided in a Supplemental Resolution, the Bonds (other than Bearer Commercial Paper Notes) shall be transferable only upon the books of JEA, which shall be kept for such purposes at the office of the Bond Registrar, by the registered owner thereof or by its attorney duly authorized in writing, upon surrender thereof together with a written instrument of transfer satisfactory to the Bond Registrar duly executed by the registered owner or its duly authorized attorney. Upon the transfer of any such Bond, there shall be issued in the name of the transferee a new Bond or Bonds of the same aggregate principal amount and Issue, Series, maturity and interest rate as the surrendered Bond.

3. JEA and each Fiduciary may deem and treat the person in whose name any Bond shall be registered upon the books of JEA as the absolute owner of such Bond, whether such Bond shall be overdue or not, for the purpose of receiving payment of, or on account of, the principal or Redemption Price, if any, of and interest on such Bond and for all other purposes, and all such payments so made to any such registered owner or upon its order shall be valid and effectual to satisfy and discharge the liability upon such Bond to the extent of the sum or sums so paid, and neither JEA nor any Fiduciary shall be affected by any notice to the contrary.

4. JEA and each Fiduciary may deem and treat the bearer of any Bearer Commercial Paper Note as the absolute owner of such Bearer Commercial Paper Note, whether such Bearer Commercial Paper Note shall be overdue or not, for the purpose of receiving payment thereof and for all other purposes, and all such payments so made to any such owner or upon its order shall be valid and effectual to satisfy and discharge the liability upon such Bearer Commercial Paper Note to the extent of the sum or sums so paid, and neither JEA nor any Fiduciary shall be affected by any notice to the contrary.

306. Regulations with Respect to Exchanges and Transfers. In all cases in which the privilege of exchanging or transferring Bonds is exercised, the appropriate officers of JEA shall execute and the Bond Registrar shall authenticate and deliver Bonds in accordance with the provisions of the Resolution. All Bonds surrendered in any such exchanges or transfers shall forthwith be delivered to the Bond Registrar and cancelled or retained by the Bond Registrar. For every such exchange or transfer of Bonds, JEA or the Bond Registrar may make a charge sufficient to reimburse it for any tax, fee or other governmental charge required to be paid with respect to such exchange or transfer. Unless otherwise provided in a Supplemental Resolution, neither JEA nor the Bond Registrar shall be required (a) to transfer or exchange Bonds of any Issue for the period next preceding any interest payment date for the Bonds of such Issue

beginning with the Regular Record Date for such interest payment date and ending on such interest payment date, or for the period next preceding any date for the proposed payment of Defaulted Interest with respect to such Bonds beginning with the Special Record Date for the date of such proposed payment and ending on the date of such proposed payment, (b) to transfer or exchange Bonds of any Issue for a period beginning 15 days before the mailing of any notice of redemption and ending on the day of such mailing, or (c) to transfer or exchange any Bonds called for redemption.

307. Bonds Mutilated, Lost, Stolen or Destroyed. If any Bond becomes mutilated or is lost, stolen or destroyed, JEA may execute and the Bond Registrar shall authenticate and deliver a new Bond of like Issue, Series, date of issue, maturity date, principal amount and interest rate per annum as the Bond so mutilated, lost, stolen or destroyed; *provided*, that (i) in the case of such mutilated Bond, such Bond is first surrendered to JEA, (ii) in the case of any such lost, stolen or destroyed Bond, there is first furnished evidence of such loss, theft or destruction satisfactory to JEA together with indemnity satisfactory to JEA, (iii) all other reasonable requirements of JEA are complied with, and (iv) expenses in connection with such transaction are paid by the Holder. Any Bond surrendered for exchange shall be cancelled. Any such new Bonds issued pursuant to this Section in substitution for Bonds alleged to be lost, stolen or destroyed shall constitute original additional contractual obligations on the part of JEA, whether or not the Bonds so alleged to be lost, stolen or destroyed be at any time enforceable by anyone, and shall be equally secured by, and entitled to equal and proportionate benefits with all other Bonds issued under the Resolution in, the Trust Estate and, if such new Bond shall be part of an Additionally Secured Series, in the amounts on deposit in the separate subaccount in the Debt Service Reserve Account in the Debt Service Fund established for the benefit of such Series. If any such Bond lost, stolen or destroyed shall have matured or be about to mature, instead of issuing a new Bond pursuant to this Section, JEA may cause the same to be paid, upon being indemnified as aforesaid, without surrender thereof.

308. Payment of Interest on Bonds; Interest Rights Preserved. Interest on any Bond which is payable, and is punctually paid or duly provided for, on any interest payment date shall be paid to the person in whose name that Bond is registered at the close of business on the date (hereinafter, the “Regular Record Date”) which is the 15th day of the calendar month next preceding such interest payment date (or such other date as may be provided in the Supplemental Resolution or Supplemental Resolutions authorizing the Issue and Series of which such Bond is a part).

Any interest on any Bond which is payable, but is not punctually paid or duly provided for, on any interest payment date (hereinafter, “Defaulted Interest”) shall forthwith cease to be payable to the registered owner on the relevant Regular Record Date by virtue of having been such owner; and such Defaulted Interest shall be paid by JEA to the persons in whose names the Bonds are registered at the close of business on a date (hereinafter, the “Special Record Date”) for the payment of such Defaulted Interest, which shall be fixed in the following manner. JEA shall notify the Bond Registrar in writing of the amount of Defaulted Interest proposed to be paid on each Bond and the date of the proposed payment, and at the same time JEA shall deposit with the Paying Agents an amount of money equal to the aggregate amount proposed to be paid in respect of such Defaulted Interest or shall make arrangements satisfactory to the Paying Agents

for such deposit prior to the date of the proposed payment, such money when deposited to be held in trust for the benefit of the persons entitled to such Defaulted Interest as in this Section provided. Thereupon the Bond Registrar shall fix a Special Record Date for the payment of such Defaulted Interest which shall be not more than 15 nor less than 10 days prior to the date of the proposed payment and not less than 10 days after the receipt by the Bond Registrar of the notice of the proposed payment. The Bond Registrar shall promptly notify JEA of such Special Record Date and, in the name and at the expense of JEA, shall cause notice of the proposed payment of such Defaulted Interest and the Special Record Date therefor to be mailed, first class postage prepaid, to each Bondholder at its address as it appears upon the registry books, not less than 10 days prior to such Special Record Date. The Bond Registrar may, in its discretion, in the name and at the expense of JEA, cause a similar notice to be published at least once in an Authorized Newspaper, but such publication shall not be a condition precedent to the establishment of such special Record Date.

Subject to the foregoing provisions of this Section, each Bond delivered under the Resolution upon transfer of or in exchange for or in lieu of any other Bond shall carry the rights to interest accrued and unpaid, and to accrue, which were carried by such other Bond.

309. Book Entry Bonds. 1. Anything in the Resolution to the contrary notwithstanding, if and to the extent provided in the Supplemental Resolution or Supplemental Resolutions authorizing the Bonds of the Issue and Series of which such Bond is a part, any Bond may be authorized and issued as a Book Entry Bond.

2. For all purposes of the Resolution, the Holder of a Book Entry Bond shall be the Securities Depository therefor and neither JEA nor any Fiduciary shall have any responsibility or obligation to the beneficial owner of such Bond or to any direct or indirect participant in such Securities Depository. Without limiting the generality of the foregoing, neither JEA nor any Fiduciary shall have any responsibility or obligation to any such participant or to the beneficial owner of a Book Entry Bond with respect to (i) the accuracy of the records of the Securities Depository or any participant with respect to any beneficial ownership interest in such Bond, (ii) the delivery to any participant of the Securities Depository, the beneficial owner of such Bond or any other person, other than the Securities Depository, of any notice with respect to such Bond, including any notice of the redemption thereof, or (iii) the payment to any participant of the Securities Depository, the beneficial owner of such Bond or any other person, other than the Securities Depository, of any amount with respect to the principal or Redemption Price of, or interest on, such Bond. JEA and the Fiduciaries may treat the Securities Depository therefor as, and deem such Securities Depository to be, the absolute owner of a Book Entry Bond for all purposes whatsoever, including (w) payment of the principal or Redemption Price of, and interest on, such Bond, (x) giving notices of redemption and of other matters with respect to such Bond, (y) registering transfers with respect to such Bond and (z) giving to JEA any notice, consent, request or demand pursuant to the Resolution for any purpose whatsoever. The Paying Agents shall pay the principal or Redemption Price of, and interest on, a Book Entry Bond only to or upon the order of the Securities Depository therefor, and all such payments shall be valid and effective to satisfy fully and discharge JEA's obligations with respect to such principal or Redemption Price, and interest, to the extent of the sum or sums so paid. Except as otherwise provided in subsection 4 of this Section 309 or in any Supplemental Resolution or Supplemental

Resolutions authorizing a Book Entry Bond, no person other than the Securities Depository shall receive a Bond or other instrument evidencing JEA's obligation to make payments of the principal or Redemption Price thereof, and interest thereon.

3. JEA, in its sole discretion and without the consent of any other person, may, by notice to the Bond Registrar and a Securities Depository, terminate the services of such Securities Depository with respect to the Book Entry Bonds for which such Securities Depository serves as securities depository if JEA determines that (i) the Securities Depository is unable to discharge its responsibilities with respect to such Bond or (ii) a continuation of the requirement that all of the Bonds issued as Book Entry Bonds be registered in the registration books of JEA in the name of the Securities Depository, is not in the best interests of the beneficial owners of such Bonds or of JEA. Additional or other terms and provisions relating to the termination or resignation of a Securities Depository may be provided in the Supplemental Resolution or Supplemental Resolutions authorizing a Book Entry Bond.

4. Upon the termination of the services of a Securities Depository with respect to a Book Entry Bond pursuant to clause (ii) of subsection 3 of this Section 309, such Bond shall no longer be restricted to being registered in the registration books kept by the Bond Registrar in the name of a Securities Depository. Upon the termination of the services of a Securities Depository with respect to a Book Entry Bond pursuant to clause (i) of subsection 3 of this Section 309, JEA may within 90 days thereafter appoint a substitute securities depository which, in the opinion of JEA, is willing and able to undertake the functions of Securities Depository under the Resolution upon reasonable and customary terms. If no such successor can be found within such period, such Book Entry Bond shall no longer be restricted to being registered in the registration books kept by the Bond Registrar in the name of a Securities Depository. In the event that a Book Entry Bond shall no longer be restricted to being registered in the registration books kept by the Bond Registrar in the name of a Securities Depository, (a) JEA shall execute and the Bond Registrar shall authenticate and deliver, upon presentation and surrender of the Book Entry Bond, Bond certificates as requested by the Securities Depository so terminated of like Issue, Series, principal amount, maturity and interest rate, in authorized denominations, to the identifiable beneficial owners in replacement of such beneficial owners' beneficial ownership interests in such Book Entry Bond and (b) JEA shall notify the Bond Registrar and the Paying Agents that such Bond is no longer restricted to being registered in the registration books kept by the Bond Registrar in the name of a Securities Depository.

5. Anything in the Resolution to the contrary notwithstanding, payment of the Redemption Price of a Book Entry Bond, or portion thereof, called for redemption prior to maturity may be paid to the Securities Depository by check or draft mailed to the Securities Depository or by wire transfer. Anything in the Resolution to the contrary notwithstanding, such Redemption Price may be paid without presentation and surrender to the Paying Agent of the Book Entry Bond, or portion thereof, called for redemption; *provided, however*, that payment of (a) the principal payable at maturity of a Book Entry Bond and (b) the Redemption Price of a Book Entry Bond as to which the entire principal amount thereof has been called for redemption shall be payable only upon presentation and surrender of such Book Entry Bond to the Paying Agent; *provided, further*, that no such Redemption Price shall be so payable without presentation and surrender unless the Securities Depository therefor shall have procedures in effect that

provide for the reduction, on its records, of the aggregate amount of securities (and related positions therein) held by it upon such payment without presentation and surrender. Anything in the Resolution to the contrary notwithstanding, upon any such payment to the Securities Depository without presentation and surrender, for all purposes of (i) the Book Entry Bond as to which such payment has been made and (ii) the Resolution, the unpaid principal amount of such Book Entry Bond Outstanding shall be reduced automatically by the principal amount so paid. In such event, the Paying Agent shall notify forthwith the Bond Registrar as to the particular Book Entry Bond as to which such payment has been made, and the principal amount of such Bond so paid, and the Bond Registrar shall note such payment on the registration books of JEA maintained by it, but failure to make any such notation shall not affect the automatic reduction of the principal amount of such Book Entry Bond Outstanding as provided in this subsection.

6. For all purposes of the Resolution authorizing or permitting the purchase of Bonds, or portions thereof, by, or for the account of, JEA for cancellation,, and anything in the Resolution to the contrary notwithstanding, a portion of a Book Entry Bond may be deemed to have been purchased and cancelled without surrender thereof upon delivery to the Bond Registrar of a certificate executed by JEA and a participant of the Securities Depository therefor to the effect that a beneficial ownership interest in such Bond, in the principal amount stated therein, has been purchased by, or for the account of, JEA through the participant of the Securities Depository executing such certificate; *provided, however*, that any purchase for cancellation of the entire principal amount of a Book Entry Bond shall be effective for purposes of the Resolution only upon surrender of such Book Entry Bond to the Bond Registrar; *provided, further*, that no portion of a Book Entry Bond may be deemed to have been so purchased and cancelled without surrender thereof unless such Book Entry Bond shall contain or have endorsed thereon the legend referred to in subsection 5 of this Section 309. Anything in the Resolution to the contrary notwithstanding, upon delivery of any such certificate to the Bond Registrar, for all purposes of (i) the Book Entry Bond to which such certificate relates and (ii) the Resolution, the unpaid principal amount of such Book Entry Bond Outstanding shall be reduced automatically by the principal amount so purchased. In such event, the Bond Registrar shall note such reduction on the registration books of JEA maintained by it, but failure to make any such notation shall not affect the automatic reduction of the principal amount of such Book Entry Bond Outstanding as provided in this subsection.

7. Anything in the Resolution to the contrary notwithstanding, a Securities Depository may make a notation on a Book Entry Bond (i) redeemed in part or (ii) purchased by, or for the account of, JEA in part for cancellation, to reflect, for informational purposes only, the date of such redemption or purchase and the principal amount thereof redeemed or deemed cancelled, but failure to make any such notation shall not affect the automatic reduction of the principal amount of such Book Entry Bond Outstanding as provided in subsection 5 or 6 of this Section 309, as the case may be.

8. Anything in the Resolution to the contrary notwithstanding, in the case of a Book Entry Bond, JEA shall be authorized to defease, redeem or purchase (by or for the account of JEA), or issue Refunding Bonds to refund, less than all of the entire Outstanding principal amount thereof (in portions thereof of \$5,000 or integral multiples thereof, or such other denominations as shall be specified in the Supplemental Resolution or Supplemental

Resolutions authorizing such Book Entry Bond), and in the event of such partial defeasance, redemption, purchase or refunding, the provisions of the Resolution relating to the defeasance, redemption, purchase or refunding of a Bond or Bonds shall be deemed to refer to the defeasance, redemption, purchase or refunding of a portion of a Bond.

ARTICLE IV

REDEMPTION OF BONDS

401. Privilege of Redemption and Redemption Price. Bonds subject to redemption prior to maturity pursuant to a Supplemental Resolution shall be redeemable, upon notice given as provided, in this Article IV, at such times, at such Redemption Prices and upon such terms in addition to the terms contained in this Article IV as may be specified in the Supplemental Resolution or Supplemental Resolutions authorizing the Issue and Series of which such Bonds are a part.

402. Redemption of Bonds. In the case of any redemption of Bonds, JEA shall give written notice to the Bond Registrar and the Paying Agents of the redemption date, of the Issue and Series, and of the principal amounts of the Bonds of each maturity of such Issue and Series and of the Bonds of each interest rate within a maturity to be redeemed (which Issue, Series, maturities, interest rates within a maturity and principal amounts thereof to be redeemed shall be determined by JEA in its sole discretion, subject to any limitations with respect thereto contained in the Resolution or any Supplemental Resolution or Supplemental Resolutions authorizing the Issue and Series of which such Bonds are a part). Such notice shall be filed with the Bond Registrar and the Paying Agents for the Bonds to be redeemed at least 40 days prior to the redemption date (or such shorter period (i) as shall be specified in the Supplemental Resolution or Supplemental Resolutions authorizing the Issue and Series of the Bonds to be redeemed or (ii) as shall be acceptable to the Bond Registrar and the Paying Agents). In the event notice of redemption shall have been given as in Section 404 provided, there shall be paid on or prior to the redemption date to the appropriate Paying Agents an amount which, in addition to other moneys, if any, available therefor held by such Paying Agents, will be sufficient to redeem on the redemption date at the Redemption Price thereof, plus interest accrued and unpaid to the redemption date, all of the Bonds to be redeemed.

403. Selection of Bonds to be Redeemed. If less than all of the Bonds of like maturity or interest rate within a maturity of any Series shall be called for prior redemption, the particular Bonds or portions of Bonds to be redeemed shall be selected in such manner as JEA in its discretion may deem fair and appropriate; *provided, however*, that for any Bond of a denomination of more than the minimum denomination specified in the Supplemental Resolution or Supplemental Resolutions relating to such Series, the portion of such Bond to be redeemed shall, unless otherwise specified in the Supplemental Resolution or Supplemental Resolutions relating to such Series, be in a principal amount equal to such minimum denomination or an integral multiple thereof, and that, in selecting portions of such Bonds for redemption, each such Bond shall be treated as representing that number of Bonds of such minimum denomination which is obtained by dividing the principal amount of such Bond to be redeemed in part by the amount of such minimum denomination.

404. Notice of Redemption. When any Bonds shall become subject to redemption, JEA shall give notice, or provide for the giving of notice, of the redemption of such Bonds, which notice shall specify the Issue, Series, maturities and interest rates within maturities of the Bonds to be redeemed, the redemption date and the place or places where amounts due upon such redemption will be payable and, if less than all of the Bonds of any like Issue, Series, maturity and interest rate are to be redeemed the letters and numbers or other distinguishing marks of such Bonds so to be redeemed, and, in the case of Bonds to be redeemed in part only, such notice shall also specify the respective, portions of the principal amount thereof to be redeemed. Such notice shall further state that on such date unless such notice shall have been revoked or shall cease to be in effect in accordance with its terms, if there shall be sufficient moneys available therefor, then there shall become due and payable upon each Bond to be redeemed the Redemption Price thereof, or the Redemption Price of the specified portions of the principal thereof in the case of Bonds to be redeemed in part only, together with interest accrued to the redemption date, and that from and after such date interest thereon shall cease to accrue and be payable. Such notice shall be mailed by first class mail, postage prepaid, by or on behalf of JEA, not less than 30 days nor more than 60 days prior to the redemption date (or such different period as provided in the Supplemental Resolution authorizing the Issue or Series), to the Holders of any Bonds or portions of Bonds which are to be redeemed, at their last addresses, if any, appearing upon the registry books. Failure to give notice of redemption by mail, or any defect in such notice, to the Holder of any Bond shall not affect the validity of the proceedings for the redemption of any other Bonds. Notwithstanding the foregoing, a Supplemental Resolution or Supplemental Resolutions authorizing the Bonds of an Issue or Series may specify a different method for the giving of a notice of redemption, or a different time by which such notice shall be given.

405. Payment of Redeemed Bonds. Notice having been given in the manner provided in Section 404 or in the manner provided in the Supplemental Resolution or Supplemental Resolutions authorizing the Bonds of an Issue or Series, the Bonds or portions thereof so called for redemption shall become due and payable on the redemption date so designated at the Redemption Price, plus interest accrued and unpaid to the redemption date, and, if presentation and surrender shall be required hereby, upon presentation and surrender thereof at the office specified in such notice, such Bonds, or portions thereof, shall be paid at the Redemption Price, plus interest accrued and unpaid to the redemption date. If there shall be drawn for redemption less than all of a Bond, if presentation and surrender thereof are required hereby, JEA shall execute and the Bond Registrar shall authenticate and the Paying Agent shall deliver, upon the surrender of such Bond, without charge to the owner thereof, for the unredeemed balance of the principal amount of the Bond so surrendered, Bonds of like Issue, Series, maturity and interest rate in any of the authorized denominations. If, on the redemption date, moneys for the redemption of all the Bonds or portions thereof of any like Issue, Series, maturity and interest rate to be redeemed, together with interest to the redemption date, shall be held by the Paying Agents so as to be available therefor on said date and if notice of redemption shall have been given as aforesaid, then, from and after the redemption date interest on the Bonds or portions thereof of such Issue, Series, maturity and interest rate so called for redemption shall cease to accrue and become payable. If said moneys shall not be so available on the redemption

date, such Bonds or portions thereof shall continue to bear interest until paid at the same rate as they would have borne had they not been called for redemption.

ARTICLE V

ESTABLISHMENT OF FUNDS AND APPLICATION THEREOF

501. The Pledge Effected by the Resolution. 1. The Bonds are special obligations of JEA payable from and secured by the funds pledged therefor. There is hereby pledged for the payment of the principal and Redemption Price of, and interest on, the Bonds in accordance with their terms and the provisions of the Resolution, subject only to the provisions of the Resolution permitting the application thereof for the purposes and on the terms and conditions set forth in the Resolution, the Trust Estate. The Trust Estate shall immediately be subject to the lien of this pledge without physical delivery thereof or further act, and the lien of this pledge shall be valid and binding as against all parties having claims of any kind in tort, contract or otherwise against JEA, without regard to whether such parties have notice thereof.

2. There are hereby pledged, as additional security for the payment of the principal or sinking fund Redemption Price, if any, of, and interest on, the Bonds of each Additionally Secured Series secured thereby, subject only to the provisions of the Resolution permitting the application thereof for the purposes and on the terms and conditions set forth in the Resolution, amounts on deposit in any separate subaccount established in the Debt Service Reserve Account in the Debt Service Fund, including the investments and investment income, if any, thereof. Such amounts on deposit in any separate subaccount established in the Debt Service Reserve Account in the Debt Service Fund shall immediately be subject to the lien of this pledge without physical delivery thereof or further act, and the lien of this pledge shall be valid and binding as against all parties having claims of any kind in tort, contract or otherwise against JEA, without regard to whether such parties have notice thereof.

3. Nothing contained in the Resolution shall be construed to prevent JEA from acquiring, constructing or financing through the issuance of its bonds, notes or other evidences of indebtedness any facilities which do not constitute a part of a Project for the purposes of the Resolution; *provided*, that such bonds, notes or other evidences of indebtedness shall not be payable out of or secured by the Revenues or any Fund or Account held under the Resolution and neither the cost of such facilities nor any expenditure in connection therewith or with the financing thereof shall be payable from the Revenues or from any such Fund or Account.

4. The Bonds shall not be or constitute general obligations or indebtedness of the City or JEA as “bonds” within the meaning of the Constitution of the State of Florida, but shall be payable solely from and secured by a lien upon and pledge of the amounts herein provided. No Holder or Holders of any Bonds issued hereunder shall ever have the right to compel the exercise of the ad valorem taxing power of the City or JEA, if any, or taxation in any form of any real property in the City to pay such Bonds or interest thereon or be entitled to payment of such principal and interest from any other funds of the City or JEA except from the

special funds in the manner provided herein. Nothing in the Resolution shall grant a lien on the Project or any component thereof.

502. Establishment of Funds and Accounts. 1. The following Funds and Accounts, to be held by JEA, are hereby established:

- (a) Construction Fund;
- (b) Revenue Fund;
- (c) Debt Service Fund, which shall consist of a Debt Service Account and a Debt Service Reserve Account, and within such Debt Service Reserve Account, an Initial Subaccount;
- (d) Subordinated Indebtedness Fund;
- (e) Rate Stabilization Fund;
- (f) Renewal and Replacement Fund; and
- (g) General Reserve Fund;

provided, however, that if and to the extent provided in a Supplemental Resolution authorizing Subordinated Indebtedness, the Subordinated Indebtedness Fund shall be held by the entity specified in such Supplemental Resolution.

2. At any time that JEA shall determine, there may be established by Supplemental Resolution a Decommissioning Fund to provide for costs of decommissioning, retirement or disposal of any facilities constituting part of a Project. The entity that shall hold any Decommissioning Fund, the amounts to be deposited in such Fund, and the purposes to which amounts in such Fund are to be applied, shall be set forth in the Supplemental Resolution establishing such Fund or any Supplemental Resolution thereafter adopted in connection therewith in accordance with paragraph (8) of Section 1001 of the Resolution. No Decommissioning Fund shall be part of the Trust Estate.

3. There may be established within any Fund or Account established hereunder such further accounts or subaccounts as an Authorized Officer of JEA may determine.

503. Construction Fund. 1. There shall be paid into the Construction Fund the amounts required to be so paid by the provisions of the Resolution and there may be paid into the Construction Fund at the option of JEA, any moneys received for or in connection with any Project by JEA from any other source, unless required to be otherwise applied as provided by the Resolution or any Project Agreement. Amounts in the Construction Fund shall be applied to the payment of Costs in the manner provided in this Section 503.

2. There shall be established within the Construction Fund a separate Project Account for each Project. There may be established within each Project Account such subaccounts as an Authorized Officer of JEA may determine.

3. The proceeds of insurance maintained pursuant to the Resolution against physical loss of or damage to any Project or of contractors' performance bonds or other assurances of completion with respect thereto, pertaining to the period of construction or acquisition thereof, shall, upon receipt by JEA, be paid into the appropriate Project Account in the Construction Fund, unless required to be applied otherwise pursuant to the provisions of any Project Agreement relating to such Project.

4. Amounts in each Project Account shall be applied to the purpose or purposes specified in the Resolution or any Supplemental Resolution authorizing Bonds relating to the Project for which such Project Account was established.

JEA shall withdraw amounts from the appropriate Project Account in the Construction Fund for the payment of amounts due and owing on account of the Costs of the Project for which such Project Account was established.

5. Notwithstanding any of the other provisions of this Section, to the extent that other moneys are not available therefor, amounts in the Construction Fund shall be applied to the payment of principal of and interest on Bonds when due. JEA shall withdraw amounts to be applied pursuant to the foregoing sentence from any one or more Project Accounts as JEA shall determine.

6. Amounts credited to any Project Account in the Construction Fund which JEA determines at any time to be in excess of the amounts required for the purposes thereof shall be deposited in the Debt Service Reserve Account in the Debt Service Fund, if and to the extent necessary to make the amount in any separate subaccount therein equal to the Debt Service Reserve Requirement related thereto (or, if such excess shall be less than the amount necessary to make up the deficiencies with respect to all of the separate subaccounts in the Debt Service Reserve Account, then such excess shall be applied ratably, in proportion to the deficiency in each such subaccount), and any balance of such excess shall be deposited (a) in the General Reserve Fund for (i) application to the purchase, redemption, payment or provision for payment of Bonds or interest thereon or (ii) transfer to the Renewal and Replacement Fund for application pursuant to Section 512; *provided, however*, that in the event such balance deposited in the General Reserve Fund is less than \$100,000, such balance may be applied to or set aside for any lawful purpose of JEA, (b) in the Renewal and Replacement Fund for application pursuant to Section 512 or (c) in any other Project Account in the Construction Fund for application to the payment of the Costs of any Project then under construction and/or being acquired.

504. Revenues and Revenue Fund. 1. All Revenues shall be deposited promptly by JEA to the credit of the Revenue Fund.

2. At any time and from time to time JEA may deposit in the Revenue Fund from, any, source such additional amounts as JEA deems necessary or desirable; *provided*,

however, that any such amount shall not constitute or be deemed to constitute Revenues for any purpose of the Resolution.

505. Payment of Operation and Maintenance Expenses.

1. Operation and Maintenance Expenses shall be paid from the Revenue Fund as they become due and payable, including payments pursuant to the Project Agreements in the amounts and at the times required thereby.

2. If and to the extent provided in a Supplemental Resolution authorizing Bonds of an Issue, or of a Series of an Issue, amounts from the proceeds of such Bonds may be deposited in the Revenue Fund and set aside therein as working capital or as reserves for Operation and Maintenance Expenses; *provided, however*, that any such amount shall not constitute or be deemed to constitute Revenues for any purpose of the Resolution. JEA may also from time to time set aside additional amounts in the Revenue Fund as working, capital or as reserves for Operation and Maintenance Expenses; *provided, however*, that unless any such amount shall be described in the first sentence of the definition of Revenues in Section 101, such amount shall not constitute or be deemed to constitute Revenues for any purpose of the Resolution.

506. Payments into Certain Funds. 1. As soon as practical in each month after the deposit of Revenues in the Revenue Fund, but in any case not later than the last day of such month, JEA shall withdraw from the Revenue Fund, to the extent of amounts available therein, and deposit in the following Funds and Accounts in the following order the amounts set forth below:

(a) in the Debt Service Fund, (i) for credit to the Debt Service Account, an amount at least equal to the amount, if any, required so that the balance in said Account shall equal the Accrued Aggregate Debt Service as of the last day of the then current month; *provided* that (A) for the purposes of computing the amount to be deposited in said Account, there shall be excluded from the balance in said Account the amount, if any, set aside in said Account from the proceeds of Bonds, Subordinated Indebtedness or other evidences of indebtedness of JEA (including amounts, if any, transferred thereto from the Construction Fund) for the payment of interest on Bonds less that amount of such proceeds to be applied in accordance with the Resolution to the payment of interest accrued and unpaid and to accrue on Bonds to the last day of the then current calendar month; and (B) any amount deposited into said Account during any month that is in excess of the minimum amount required to be deposited therein during such month may be deemed to be accumulated therein with respect to (1) any Sinking Fund Installment or (2) any principal amount of Bonds (including, in the case of any Option Bond, the principal amount thereof tendered for payment prior to the stated maturity thereof) due (or so tendered for payment) on a certain future date for which no Sinking Fund Installments have been established or (3) some combination of (1) and (2) and interest thereon; and (ii) for deposit in each separate subaccount in the Debt Service Reserve Account, the amount, if any, required so that the balance in each such subaccount shall equal the Debt Service Reserve Requirement related thereto as of the

last day of the then current month (or, if the amount on deposit in the Revenue Fund shall not be sufficient to make the deposits required to be made pursuant to this clause (ii) with respect to all of the separate subaccounts in the Debt Service Reserve Account, then such amount on deposit in the Revenue Fund shall be applied ratably, in proportion to the amount necessary for deposit into each such subaccount);

(b) in the Subordinated Indebtedness Fund, an amount at least equal to the amount, if any, as shall be required to be deposited therein in the then current month to pay principal or sinking fund installments of and premiums, if any, and interest on each issue of Subordinated Indebtedness coming due in such month, whether as a result of maturity or prior call for redemption, and to provide reserves therefor, as required by the Supplemental Resolution authorizing such issue of Subordinated Indebtedness;

(c) in the Rate Stabilization Fund, the amount, if any, (i) budgeted for deposit into such Fund as set forth in the then current Annual Budget or (ii) otherwise determined by an Authorized Officer of JEA to be deposited therein; *provided*, that such deposit need not be made until the last day of the Fiscal Year;

(d) in the Renewal and Replacement Fund, an amount determined in the discretion of an Authorized Officer of JEA; *provided, however*, that the amount deposited therein in each Fiscal Year shall be at least equal to the Renewal and Replacement Requirement for that Fiscal Year; and

(e) if any Decommissioning Funds shall have been established pursuant to subsection 2 of Section 502 hereof, in each Decommissioning Fund, the amount budgeted for credit to said Fund for the then current month as set forth in the then current Annual Budget relating to the Project for which such Fund has been established (or, if the amount on deposit in the Revenue Fund shall not be sufficient to make the payments required to be made pursuant to this paragraph (e) with respect to all of the Decommissioning Funds, then such amount on deposit in the Revenue Fund shall be applied (i) ratably, in proportion to the amount budgeted for credit to each such Decommissioning Fund or (ii) in such other manner as JEA may determine).

2. As of the last day of each Bond Year (after payment of the Operation and Maintenance Expenses for such Bond Year and after all payments required to be made into the Rate Stabilization Fund, the Debt Service Fund, the Subordinated Indebtedness Fund, the Renewal and Replacement Fund and the Decommissioning Funds out of Revenues have been made for such Bond Year), JEA shall withdraw from the Revenue Fund and deposit in the General Reserve Fund the remaining balance, if any, of amounts on deposit in the Revenue Fund (other than amounts set aside therein as working capital or reserves for Operation and Maintenance Expenses).

3. Notwithstanding the provisions of subsection 1 of this Section 506, so long as there shall be held in the Debt Service Fund an amount sufficient to pay in full all Outstanding Bonds in accordance with their terms (including the maximum amount of principal

or applicable sinking fund Redemption Price and interest which could become payable thereon), no deposits shall be required to be made into the Debt Service Fund.

507. Debt Service Fund -- Debt Service Account. 1. JEA shall pay out of the Debt Service Account to the respective Paying Agents (i) on or before each interest payment date for any of the Bonds, the amount required for the interest payable on such date; (ii) on or before each Principal Installment due date, the amount required for the Principal Installment payable on such due date; and (iii) on or before any redemption date for the Bonds, the amount required for the payment of interest on the Bonds then to be redeemed. Such amounts shall be applied by the Paying Agents on and after the due dates thereof. JEA shall also pay out of the Debt Service Account the accrued interest included in the purchase price of Bonds purchased for retirement.

2. Amounts accumulated in the Debt Service Account with respect to any Sinking Fund Installment (together with amounts accumulated therein with respect to interest on the Bonds for which such Sinking Fund Installment was established) may be applied by JEA, on or prior to the 40th day preceding the due date of such Sinking Fund Installment, to (i) the purchase of Bonds of the Issue, Series, maturity and interest rate within each maturity for which such Sinking Fund Installment was established, or (ii) the redemption at the applicable sinking fund Redemption Price of such Bonds, if then redeemable by their terms. All purchases of any Bonds pursuant to this subsection 2 shall be made at prices not exceeding the applicable sinking fund Redemption Price of such Bonds plus accrued interest, and such purchases shall be made in such manner as JEA shall determine. The applicable sinking fund Redemption Price (or principal amount of maturing Bonds) of any Bonds so purchased or redeemed shall be deemed to constitute part of the Debt Service Account until such Sinking Fund Installment date, for the purpose of calculating the amount of such Account. As soon as practicable after the 40th day preceding the due date of any such Sinking Fund Installment, JEA shall proceed to call for redemption, by giving notice as provided in Section 404 or the Supplemental Resolution authorizing the Bonds of the Issue, Series, maturity and interest rate within each maturity for which such Sinking Fund Installment was established, on such due date such Bonds (except in the case of Bonds maturing on a Sinking Fund Installment date) in such amount as shall be necessary to complete the retirement of the unsatisfied balance of such Sinking Fund Installment after making allowance for any Bonds purchased or redeemed which JEA has determined to apply as a credit against such Sinking Fund Installment as provided in Section 515. JEA shall pay out of the Debt Service Account to the appropriate Paying Agents, on or before such redemption date or maturity date, the amount required for the redemption of the Bonds so called for redemption or for the payment of such Bonds then maturing, and such amount shall be applied by such Paying Agents to such redemption or payment.

3. Amounts accumulated in the Debt Service Account with respect to any principal amount of Bonds (including, in the case of any Option Bond, the principal amount thereof tendered for payment prior to the stated maturity thereof) due (or so tendered for payment) on a certain future date for which no Sinking Fund Installments have been established (together with amounts accumulated therein with respect to interest on such Bonds) may be applied by JEA, on or prior to the due date thereof, to (i) the purchase of such Bonds or (ii) the redemption at the principal amount of such Bonds, if then redeemable by their terms. All purchases of any Bonds pursuant to this subsection 3 shall be made at prices not exceeding the

principal amount of such Bonds plus accrued interest, and such purchases shall be made in such manner as JEA shall determine. The principal amount of any Bonds so purchased or redeemed shall be deemed to constitute part of the Debt Service Account until such due date, for the purpose of calculating the amount of such Account.

4. The amount, if any, deposited in the Debt Service Account from the proceeds of each Series of Bonds shall be set aside in such Debt Service Account and applied to the payment of interest on Bonds in accordance with certificates of Authorized Officers of JEA filed with the records of JEA pursuant to clause (5) of Section 202 or, in the event that JEA shall modify or amend any such certificate by a subsequent certificate signed by an Authorized Officer of JEA and filed with the records of JEA, then in accordance with the most recent such certificates or amended certificates. The amount, if any, deposited in the Debt Service Account from the proceeds of Subordinated Indebtedness or other evidences of indebtedness of JEA shall be set aside in such Debt Service Account and applied to the payment of interest on Bonds as determined by JEA.

5. In the event of the refunding or defeasance of any Bonds, JEA may withdraw from the Debt Service Account in the Debt Service Fund all or any portion of the amounts accumulated therein and deposit such amounts with the Escrow Agent for the Bonds being refunded or defeased to be held for the payment of the principal or Redemption Price, if applicable, and interest on the Bonds being refunded or defeased; *provided*, that such withdrawal shall not be made unless (a) immediately thereafter the Bonds being refunded or defeased shall be deemed to have been paid pursuant to subsection 2 of Section 1201, and (b) the amount remaining in the Debt Service Account in the Debt Service Fund, after giving effect to the issuance of any obligations being issued to refund any Bonds being refunded and the disposition of the proceeds thereof, shall not be less than the requirement of such Account pursuant to paragraph (b) of subsection 1 of Section 506. In the event of such refunding or defeasance, JEA may also withdraw from the Debt Service Account in the Debt Service Fund all or any portion of the amounts accumulated therein and deposit such amounts in any Fund or Account under the Resolution; *provided* that such withdrawal shall not be made unless items (a) and (b) referred to hereinabove have been satisfied; *provided, further*, that, at the time of such withdrawal, there shall exist no deficiency in any Fund or Account held under the Resolution.

508. Debt Service Fund -- Debt Service Reserve Account. 1. There shall be established in the Debt Service Reserve Account in the Debt Service Fund one or more separate subaccounts, each of which subaccounts shall be for the benefit and security of one or more Series of Bonds, in the manner and to the extent provided in Section 509 or the Supplemental Resolution establishing each such subaccount, as the case may be.

2. If on any day on which the principal or sinking fund Redemption Price of or interest on the Bonds shall be due, the amount on deposit in the Debt Service Account in the Debt Service Fund (exclusive of amounts, if any, set aside in said Account from the proceeds of Bonds, Subordinated Indebtedness or other evidences of indebtedness of JEA (including amounts, if any, transferred thereto from the Construction Fund) for the payment of interest on Bonds on a future date) shall be less than the amount required to pay such principal, Redemption Price or interest, then JEA shall apply amounts from each separate subaccount in the Debt

Service Reserve Account to the extent necessary to cure the deficiency that exists with respect to the Additionally Secured Series of the Bonds secured thereby.

3. Whenever the moneys on deposit in any subaccount established in the Debt Service Reserve Account shall exceed the Debt Service Reserve Requirement related thereto, as determined in accordance with the provisions of the Supplemental Resolution establishing such subaccount, and after giving effect to any surety bond, insurance policy, letter of credit or other similar obligation that may be credited to such subaccount in accordance with the provisions of the Supplemental Resolution establishing such subaccount, such excess shall be retained therein or deposited in the Revenue Fund; *provided, however*, that the amount of any such deposit to the Revenue Fund shall not constitute or be deemed to constitute Revenues for any purpose of the Resolution.

4. Whenever the amount in the Debt Service Reserve Account, together with the amount in the Debt Service Account, is sufficient to pay in full all Outstanding Bonds in accordance with their terms (including the maximum amount of principal or applicable sinking fund Redemption Price and interest which could become payable thereon), the funds on deposit in the Debt Service Reserve Account shall be transferred to the Debt Service Account. Prior to said transfer, all investments held in the Debt Service Reserve Account shall be liquidated to the extent necessary in order to provide for the timely payment of principal or Redemption Price, if applicable, and interest on the Bonds.

5. In the event of the refunding or defeasance of any Bonds of an Additionally Secured Series, JEA may withdraw from the separate subaccount in the Debt Service Reserve Account established for the benefit of the Bonds of such Additionally Secured Series all or any portion of the amounts accumulated therein and deposit such amounts with the Escrow Agent for the Bonds being refunded or defeased to be held for the payment of the principal or Redemption Price, if applicable, and interest on the Bonds being refunded or defeased; *provided* that such withdrawal shall not be made unless (a) immediately thereafter the Bonds being refunded or defeased shall be deemed to have been paid pursuant to subsection 2 of Section 1201, and (b) the amount remaining in such separate subaccount in the Debt Service Reserve Account, after giving effect to any surety bond, insurance policy, letter of credit or other similar obligation that may be credited to such subaccount in accordance with the provisions of the Supplemental Resolution establishing such subaccount, and after giving effect to the issuance of any obligations being issued to refund any Bonds being refunded and the disposition of the proceeds thereof, shall not be less than the Debt Service Reserve Requirement related thereto. In the event of such refunding or defeasance, JEA may also withdraw from such separate subaccount in the Debt Service Reserve Account all or any portion of the amounts accumulated therein and deposit such amounts in any Fund or Account under the Resolution; *provided*, that such withdrawal shall not be made unless items (a) and (b) referred to hereinabove have been satisfied; *provided, further*, that, at the time of such withdrawal, there shall exist no deficiency in any Fund or Account held under the Resolution.

509. Establishment of Initial Subaccount in the Debt Service Reserve Account and Application Thereof. 1. There is hereby established an Initial Subaccount in the Debt Service Reserve Account in the Debt Service Fund. Amounts held by JEA in the Initial Subaccount shall

constitute a trust fund for the benefit of the Holders of the Bonds of any Series, if and to the extent that the Supplemental Resolution authorizing such Bonds provides that such Bonds shall be additionally secured by amounts on deposit in the Initial Subaccount; *provided, however*, that if the Bonds of any Series hereafter issued are to be additionally secured by amounts on deposit in the Initial Subaccount, then it shall be a condition precedent to the authentication and delivery of such Bonds that the amount on deposit in the Initial Subaccount, after giving effect to any surety bond, insurance policy or letter of credit that may be credited to the Initial Subaccount in accordance with the provisions of subsection 3 of this Section, and after giving effect to the issuance of such Bonds, shall not be less than the Debt Service Reserve Requirement for the Initial Subaccount. The Bonds of any Series that are additionally secured by amounts on deposit in the Initial Subaccount as aforesaid are herein referred to collectively as the “Initial Subaccount Additionally Secured Bonds.”

2. If on any day on which the principal or sinking fund Redemption Price of or interest on the Bonds shall be due, the amount on deposit in the Debt Service Account in the Debt Service Fund (exclusive of amounts, if any, set aside in said Account from the proceeds of Bonds, Subordinated Indebtedness or other evidences of indebtedness of JEA (including amounts, if any, transferred thereto from the Construction Fund) for the payment of interest on Bonds on a future date) shall be less than the amount required to pay such principal, Redemption Price or interest, then JEA shall apply amounts from the Initial Subaccount to the extent necessary to cure the deficiency that exists with respect to the Initial Subaccount Additionally Secured Bonds.

3. In lieu of maintaining moneys or investments in the Initial Subaccount, JEA at any time may cause to be deposited into the Initial Subaccount for the benefit of the Holders of the Initial Subaccount Additionally Secured Bonds an irrevocable surety bond, an insurance policy or a letter of credit (referred to herein as a “reserve fund credit instrument”) satisfying the requirements set forth below in an amount equal to the difference between the Debt Service Reserve Requirement for the Initial Subaccount and the sums of moneys or value of Investment Securities on deposit in the Initial Subaccount, if any, upon provision of such reserve fund credit instrument.

(a) A surety bond or insurance policy issued by a company licensed to issue an insurance policy guaranteeing the timely payment of debt service on the Initial Subaccount Additionally Secured Bonds (a “municipal bond insurer”) may be deposited in the Initial Subaccount to meet the Debt Service Reserve Requirement for the Initial Subaccount if the claims paying ability of the issuer thereof shall be rated in the Highest Rating Category by each Rating Agency.

(b) A surety bond or insurance policy issued by an entity other than a municipal bond insurer may be deposited in the Initial Subaccount to meet the Debt Service Reserve Requirement for the Initial Subaccount; *provided*, that such entity or its claims paying ability is rated in the Highest Rating Category by each Rating Agency.

(c) An unconditional irrevocable letter of credit issued by a bank may be deposited in the Initial Subaccount to meet the Debt Service Reserve Requirement for

the Initial Subaccount if the issuer thereof is rated at least the Second Highest Rating Category by each Rating Agency. The letter of credit shall be payable in one or more draws upon presentation by the beneficiary thereof of a sight draft accompanied by its certificate that it then holds insufficient funds to make a required payment of principal or interest on the Initial Subaccount Additionally Secured Bonds. The draws shall be payable within two days of presentation of the sight draft. The letter of credit shall be for a term of not less than three years. The issuer of the letter of credit shall be required to notify JEA and the beneficiary thereof, not later than 30 months prior to the stated expiration date of the letter of credit, as to whether such expiration date shall be extended, and if so, shall indicate the new expiration date.

(d) If such notice indicates that the expiration date shall not be extended, JEA shall deposit in the Initial Subaccount an amount sufficient to cause the cash or Investment Securities on deposit in the Initial Subaccount, together with any other qualifying reserve fund credit instruments, to equal the Debt Service Reserve Requirement for the Initial Subaccount, such deposit to be paid in equal installments on at least a semiannual basis over the remaining term of the letter of credit, unless the reserve fund credit instrument is replaced by a reserve fund credit instrument meeting the requirements in any of clauses (a) through (c) above. The letter of credit shall permit a draw in full not less than two weeks prior to the expiration or termination of such letter of credit if the letter of credit has not been replaced or renewed. The beneficiary of the letter of credit shall draw upon the letter of credit prior to its expiration or termination unless an acceptable replacement is in place or the Initial Subaccount is fully funded in its required amount.

(e) The use of any reserve fund credit instrument pursuant to this subsection 3 shall be subject to receipt of an opinion of counsel acceptable to JEA as to the due authorization, execution, delivery and enforceability of such instrument in accordance with its terms, subject to applicable laws affecting creditors' rights generally, and, in the event the issuer of such credit instrument is not a domestic entity, an opinion of foreign counsel. In addition, the use of an irrevocable letter of credit shall be subject to receipt of an opinion of counsel acceptable to JEA and the Credit Enhancer, if any, for the Bonds Additionally Secured by the Initial Subaccount and in form and substance satisfactory to JEA and the Credit Enhancer, if any, for the Bonds Additionally Secured by the Initial Subaccount to the effect that payments under such letter of credit would not constitute avoidable preferences under Section 547 of the U.S. Bankruptcy Code or similar state laws with avoidable preference provisions in the event of the filing of a petition for relief under the U.S. Bankruptcy Code or similar state laws by or against JEA.

(f) The obligation to reimburse the issuer of a reserve fund credit instrument for any fees, expenses, claim or draws upon such reserve fund credit instrument shall be subordinate to the payment of debt service on the Bonds. Subject to the second and third succeeding sentences, the right of the issuer of a reserve fund credit instrument to payment or reimbursement for claims or draws under such reserve fund credit instrument and to payment or reimbursement of its fees and expenses shall be on a

parity with the cash replenishment of the Initial Subaccount. The reserve fund credit instrument shall provide for a revolving feature under which the amount available thereunder will be reinstated to the extent of any reimbursement of draws or claims paid. If the revolving feature is suspended or terminated for any reason, the right of the issuer of the reserve fund credit instrument to reimbursement will be subordinated to cash replenishment of the Initial Subaccount in an amount equal to the difference between the full original amount available under the reserve fund credit instrument and the amount then available for further draws or claims. If (i) the issuer of a reserve fund credit instrument becomes insolvent or (ii) the issuer of a reserve fund credit instrument defaults in its payment obligations thereunder or (iii) the claims-paying ability of the issuer of the insurance policy or surety bond falls below the Highest Rating Category (as rated by any Rating Agency) or (iv) the rating of the issuer of the letter of credit falls below the Second Highest Rating Category (as rated by any Rating Agency), the obligation to reimburse the issuer of the reserve fund credit instrument shall be subordinate to the cash replenishment of the Initial Subaccount.

(g) If (i) the revolving reinstatement feature described in the preceding clause (f) is suspended or terminated or (ii) (A) the rating of the claims paying ability of the issuer of the surety bond or insurance policy falls below the Second Highest Rating Category (as rated by any two of the Rating Agencies) and (B) within 45 days of the occurrence of such ratings reductions by two of the Rating Agencies JEA is unable to obtain confirmation of the underlying ratings on the Initial Subaccount Additionally Secured Bonds from all of the Rating Agencies at the respective ratings assigned to such Initial Subaccount Additionally Secured Bonds immediately before the decline in the rating by the first Rating Agency to reduce such rating or (iii) (A) the rating of the issuer of the letter of credit falls below the Second Highest Rating Category (as rated by any two of the Rating Agencies) and (B) within 45 days of the occurrence of such ratings reductions by two of the Ratings Agencies JEA is unable to obtain confirmation of the underlying ratings on the Initial Subaccount Additionally Secured Bonds from all of the Rating Agencies at the respective ratings assigned to such Initial Subaccount Additionally Secured Bonds immediately before the decline in the rating by the first Rating Agency to reduce such rating, JEA shall either (X) deposit into the Initial Subaccount an amount sufficient to cause the cash or Investment Securities and any other reserve fund credit instruments then on deposit in the Initial Subaccount to equal the Debt Service Reserve Requirement for the Initial Subaccount, such amount to be paid over the ensuing five years in equal installments deposited at least semiannually or (Y) replace such instrument with a surety bond, insurance policy or letter of credit meeting the requirements in any of clauses (a) through (c) above within six months of such occurrence. In the event (1) the rating of the claims-paying ability of the issuer of the surety bond or insurance policy falls below "A-" or "A3" by any two of the Rating Agencies or (2) the rating of the issuer of the letter of credit falls below "A-" or "A3" by any two of the Rating Agencies or (3) the issuer of the reserve fund credit instrument defaults in its payment obligations or (4) the issuer of the reserve fund credit instrument becomes insolvent, JEA shall either (X) deposit into the Initial Subaccount an amount sufficient to cause the cash or Investment Securities and any other reserve fund credit

instruments on deposit in the Initial Subaccount to equal to Debt Service Reserve Requirement for the Initial Subaccount, such amount to be paid over the ensuing year in equal installments on at least a monthly basis or (Y) replace such instrument with a surety bond, insurance policy or letter of credit meeting the requirements in any of clauses (a) through (c) above within six months of such occurrence.

(h) Where applicable, the amount available for draws or claims under the reserve fund credit instrument may be reduced by the amount of cash or value of Investment Securities deposited in the Initial Subaccount pursuant to clause (X) of the final sentence of the preceding clause (g).

(i) In the event that a reserve fund credit instrument shall be deposited into the Initial Subaccount as aforesaid, any amounts owed by JEA to the issuer of such reserve fund credit instrument as a result of a draw thereon or a claim thereunder, as appropriate, shall be included in any calculation of debt service requirements required to be made pursuant to the Resolution for purposes of Section 710 of the Resolution.

(j) The beneficiary of any reserve fund credit instrument shall ascertain the necessity for a claim or draw upon such reserve fund credit instrument and provide timely notice to the issuer of the reserve fund credit instrument in accordance with its terms in order to receive proceeds thereunder prior to each interest payment date for the Bonds of any Initial Subaccount Additionally Secured Bonds.

(k) Cash on deposit in the Initial Subaccount shall be used (or investments purchased with such cash shall be liquidated and the proceeds applied as required) prior to any drawing on any reserve fund credit instrument. If and to the extent that more than one reserve fund credit instrument is deposited in the Initial Subaccount, drawings thereunder and repayments of costs associated therewith shall be made on a pro rata basis, calculated by reference to the maximum amounts available thereunder.

510. Subordinated Indebtedness Fund. 1. Subject to subsection 3 hereof, amounts in the Subordinated Indebtedness Fund shall be applied to the payment of the principal or sinking fund installments of and interest and premium on each issue of Subordinated Indebtedness and reserves therefor and to make other payments in accordance with the provisions of, and subject to the priorities and limitations and restrictions provided in, the Supplemental Resolution authorizing each issue of Subordinated Indebtedness.

2. At any time and from time to time JEA may deposit in the Subordinated Indebtedness Fund for the payment of the principal or sinking fund installments of and interest and premium on each issue of Subordinated Indebtedness amounts received from the proceeds of additional issues of Subordinated Indebtedness or amounts received from any other source.

3. If at any time the amounts in the Debt Service Account or any separate subaccount in the Debt Service Reserve Account in the Debt Service Fund shall be less than the current requirements of such Account or subaccount, respectively, pursuant to paragraph (c) of subsection 1 of Section 506, and there shall not be on deposit in the General Reserve Fund

available moneys sufficient to cure such deficiency, then there shall be withdrawn from the Subordinated Indebtedness Fund for deposit in the Debt Service Account or such separate subaccount(s) in the Debt Service Reserve Account, as the case may be, the amount necessary to make up such deficiency (or, if the amount in said Fund shall be less than the amount necessary to make up the deficiencies with respect to the Debt Service Account and all of the separate subaccounts in the Debt Service Reserve Account, then the amount in said Fund shall be applied first to make up the deficiency in the Debt Service Account, and any balance remaining shall be applied ratably to make up the deficiencies with respect to the separate subaccounts in the Debt Service Reserve Account, in proportion to the deficiency in each such subaccount).

511. Rate Stabilization Fund. 1. Each Fiscal Year JEA shall transfer from the Rate Stabilization Fund to the Revenue Fund the amount, if any, budgeted for transfer into such Fund for the Fiscal Year as set forth in the then current Annual Budget or the amount otherwise determined by an Authorized Officer of JEA.

2. JEA may, from time to time, withdraw amounts on deposit in the Rate Stabilization Fund and (i) transfer such amounts to any other Fund or Account established under the Resolution, (ii) use such amounts to purchase or redeem Bonds, or (iii) use such amounts to otherwise provide for the payment of Bonds or interest thereon.

512. Renewal and Replacement Fund. 1. Amounts in the Renewal and Replacement Fund shall be applied to the Costs of any Project, including Capital Improvements thereto, the payment of extraordinary operation and maintenance costs and contingencies and payments with respect to the prevention or correction of any unusual loss or damage in connection with any Project, all to the extent not paid as Operation and Maintenance Expenses or from the proceeds of Bonds, Subordinated Indebtedness or other evidences of indebtedness of JEA. Amounts in the Renewal and Replacement Fund also may be applied (a) to the purchase, redemption, payment or provision for payment of Bonds or bonds issued under the Electric Resolution, or interest thereon or (b) upon determination of the Governing Body, to the payment of the costs of enlargements, extensions, improvements and replacements of capital assets of any other utility system owned and operated by JEA and not constituting a part of the Project.

2. If and to the extent provided in the Supplemental Resolution or Supplemental Resolutions authorizing Bonds of a Series or Subordinated Indebtedness, amounts from the proceeds of such Bonds or Subordinated Indebtedness may be deposited in the Renewal and Replacement Fund for any purpose of such Fund.

3. No payments shall be made from the Renewal and Replacement Fund if and to the extent that the proceeds of insurance or other moneys recoverable as the result of damage, if any, are available to pay the costs otherwise payable from such Fund.

4. If at any time the amounts in the Debt Service Account or any separate subaccount in the Debt Service Reserve Account in the Debt Service Fund shall be less than the current requirements of such Account or subaccount, respectively, pursuant to paragraph (a) of subsection 1 of Section 506, and there shall not be on deposit in the General Reserve Fund available moneys sufficient to cure such deficiency, then JEA may transfer from the Renewal

and Replacement Fund for deposit in the Debt Service Account or such separate subaccount(s) in the Debt Service Reserve Account, as the case may be, the amount necessary to make up such deficiency (or, if the amount in said Fund shall be less than the amount necessary to make up the deficiencies with respect to the Debt Service Account and all of the separate subaccounts in the Debt Service Reserve Account, then the amount in said Fund may be applied first to make up the deficiency in the Debt Service Account, and any balance remaining may be applied ratably to make up the deficiencies with respect to the separate subaccounts in the Debt Service Reserve Account, in proportion to the deficiency in each such subaccount).

5. If at any time the amounts in the Subordinated Indebtedness Fund shall be less than the current requirement of such Fund and the amounts on deposit in the Debt Service Account and each separate subaccount in the Debt Service Reserve Account in the Debt Service Fund shall equal the current requirements of such Account and subaccounts, respectively, pursuant to paragraph (a) of subsection 1 of Section 506 and such amounts are not required for the payment of Operation and Maintenance Expenses, then JEA may transfer from the Renewal and Replacement Fund for deposit in the Subordinated Indebtedness Fund the amount necessary (or all the moneys in the Renewal and Replacement Fund if less than the amount necessary) to make up such deficiency.

6. If any time amounts in the Renewal and Replacement Fund exceed the Renewal and Replacement Requirement, the excess, if not needed for any of the purposes specified in subsection 4 or 5 of this Section 512, may be deposited in the General Reserve Fund for application pursuant to Section 513 of the Resolution. This subsection shall not be interpreted to affect JEA's ability to transfer amounts from the Renewal and Replacement Fund for the purposes specified in subsections 1, 2 and 3 of this Section 512

513. General Reserve Fund. 1. JEA shall withdraw from the General Reserve Fund and apply moneys in the following amounts and in the following order of priority: (i) JEA shall pay Operation and Maintenance Expenses due and unpaid, (ii) JEA shall deposit in the Debt Service Account and any separate subaccount in the Debt Service Reserve Account in the Debt Service Fund the amount necessary to make up any deficiencies in said Account and subaccounts (or, if the amount in the General Reserve Fund shall be less than the amount necessary to make up the deficiencies with respect to the Debt Service Account and all of the separate subaccounts in the Debt Service Reserve Account, then the amount in said Fund shall be applied first to make up the deficiency in the Debt Service Account, and any balance remaining shall be applied ratably to make up the deficiencies with respect to the separate subaccounts in the Debt Service Reserve Account, in proportion to the deficiency in each such subaccount), (iii) JEA shall deposit in the Subordinated Indebtedness Fund the amount necessary (or all the moneys in the General Reserve Fund if less than the amount necessary) to make up any deficiencies in payments to such Fund required by paragraph (b) of subsection 1 of Section 506 and (iv) JEA shall deposit in the Renewal and Replacement Fund the amount necessary (or all the moneys in the General Reserve Fund if less than the amount necessary) to make up any deficiencies in payments to such Fund required by paragraph (d) of subsection 1 of Section 506.

2. Amounts in the General Reserve Fund not required to meet a deficiency or for transfer as required in subsection 1 of this Section 513 shall upon determination of JEA be

applied to or set aside for any lawful purpose of JEA (including transfers to any other Fund or Account established under the Resolution or transfers to JEA for application in connection with the Electric System, except that the amount of any such transfer to the Revenue Fund shall not constitute or be deemed to constitute Revenues for any purpose of the Resolution); *provided, however*, that, subject to the provisions of subsection 1 of this Section, amounts deposited in the General Reserve Fund pursuant to subsection 6 of Section 503 or subsection 1 of Section 713, and required by the Resolution to be (i) applied to the purchase, redemption, payment or provision for payment of Bonds or interest thereon or (ii) transferred to the Renewal and Replacement Fund shall be applied to such purposes.

514. Cancellation and Destruction of Bonds. Except as provided in Section 309, and except as may be otherwise provided with respect to Option Bonds in the Supplemental Resolution providing for the issuance thereof, all Bonds paid or redeemed, either at or before maturity, shall be delivered to the Bond Registrar when such payment or redemption is made, and such Bonds, together with all Bonds purchased by JEA and delivered to the Bond Registrar for cancellation, shall thereupon promptly be cancelled (other than Book Entry Bonds, to the extent provided in subsection 6 of Section 309, that have been deemed to have been cancelled). Bonds so cancelled may at any time be destroyed by the Bond Registrar, who shall execute a certificate of destruction in duplicate by the signature of one of its authorized officers describing the Bonds so destroyed, and one executed certificate shall be filed with JEA and the other executed certificate shall be retained by the Bond Registrar.

515. Credits Against Sinking Fund Installments. If at any time Bonds of any Issue, Series, maturity and interest rate within a maturity for which Sinking Fund Installments shall have been established are (i) purchased or redeemed other than pursuant to subsection 2 of Section 507 or (ii) deemed to have been paid pursuant to subsection 2 of Section 1201 and, with respect to such Bonds which have been deemed paid, irrevocable instructions have been given to the Escrow Agent therefor to redeem or purchase the same on or prior to the due date of the Sinking Fund Installment to be credited under this Section 515, JEA may from time to time and at any time determine the portions, if any, of such Bonds so purchased, redeemed or deemed to have been paid and not previously applied as a credit against any Sinking Fund Installment which are to be credited against future Sinking Fund Installments. Such determination shall include the amounts of such Bonds to be applied as a credit against such Sinking Fund Installment or Installments and the particular Sinking Fund Installment or Installments against which such Bonds are to be applied as a credit; *provided, however*, that none of such Bonds may be applied as a credit against a Sinking Fund Installment to become due less than 40 days after such determination is made. Except as provided in Section 309 with respect to Book Entry Bonds, all such Bonds to be applied as a credit shall be surrendered to the Bond Registrar for cancellation on or prior to the due date of the Sinking Fund Installment against which they are being applied as a credit. The portion of any such Sinking Fund Installment remaining after the deduction of any such amounts credited toward the same (or the original amount of any such Sinking Fund Installment if no such amounts shall have been credited toward the same) shall constitute the unsatisfied balance of such Sinking Fund Installment for the purpose of calculation of Sinking Fund Installments due on a future date.

516. Subordinated Indebtedness. JEA may, at any time, or from time to time, issue Subordinated Indebtedness for any lawful purpose of JEA related to the Projects, which Subordinated Indebtedness shall be payable out of, and may be secured by a pledge of, such amounts in the Subordinated Indebtedness Fund or the General Reserve Fund as may from time to time be available for the purpose of payment thereof as provided in Section 510 or Section 513; *provided, however,* that any pledge shall be, and shall be expressed to be, subordinate in all respects to the pledge of the Trust Estate created by the Resolution as security for the Bonds.

517. Purchases of Bonds. Any purchase of Bonds (or portions thereof) by or at the direction of JEA pursuant to the Resolution may be made with or without tenders of Bonds and at either public or private sale, in such manner as JEA may determine.

ARTICLE VI

DEPOSITORIES OF MONEYS, SECURITY FOR DEPOSITS AND INVESTMENT OF FUNDS

601. Depositories. 1. All moneys held by JEA under the Resolution (other than moneys on deposit in any Decommissioning Fund) shall be deposited with one or more Depositories in the name of JEA and shall be held in trust and applied only in accordance with the provisions of the Resolution, and each of the Funds and Accounts established by the Resolution shall be a trust fund for the purposes thereof. All moneys held by JEA in any Decommissioning Fund shall be held in such manner as JEA may determine

2. Each Depository shall be a bank or trust company organized under the laws of any state of the United States or a national banking association, having capital stock, surplus and undivided earnings aggregating at least \$10,000,000 and willing and able to accept the office on reasonable and customary terms and authorized by law to act in accordance with the provisions of the Resolution.

602. Deposits. 1. All Revenues and moneys held by any Depository under the Resolution may be placed on demand, savings or time deposit, if and as directed by JEA, provided that such deposits shall permit the moneys so held to be available to use at the time when needed. Any such deposit may be made in the commercial banking department of any Fiduciary which may honor checks and drafts on such deposit with the same force and effect as if it were not such Fiduciary. All moneys held by any Fiduciary, as such, may be deposited by such Fiduciary in its banking department on demand or, if and to the extent directed by JEA and acceptable to such Fiduciary, on savings or time deposit, provided that such moneys on deposit be available for use at the time when needed. Such Fiduciary shall allow and credit on such moneys such interest, if any, as it customarily allows upon similar funds of similar size and under similar conditions or as required by law.

2. All moneys held under the Resolution by any Depository shall be held in such manner as may then be required by applicable federal or State of Florida laws and regulations and applicable state laws and regulations of the state in which such Depository is

located, regarding security for, or granting a preference in the case of, the deposit of public or trust funds or, in the absence of such laws and regulations, shall be either (1) continuously and fully insured by the Federal Deposit Insurance Corporation, or (2) continuously and fully secured by lodging with any other bank, trust company or national banking association or any Federal Reserve Bank, as custodian, as collateral security, such securities as are described in clauses (i), (ii), (iii), (iv) and (vi) of the definition of Defeasance Securities in Section 101 having a market value not less than the amount of such moneys; *provided, however*, that, to the extent permitted by law, it shall not be necessary for the Fiduciaries to give security under this subsection 2 for the deposit of any moneys with them held in trust and set aside by them for the payment of the principal or Redemption Price of or interest on any Bonds, or for any Depository to give security for any moneys which shall be represented by obligations or certificates of deposit purchased as an investment of such moneys.

3. All moneys deposited with each Depository shall be credited to the particular Fund or Account to which such moneys belong.

603. Investment of Certain Funds. Unless further limited as to maturity by the provisions of a Supplemental Resolution, moneys held in the Funds and Accounts established under the Resolution (other than any Decommissioning Fund) may be invested and reinvested by JEA in Investment Securities which will provide moneys not later than such times as shall be needed for payments to be made from such Funds and Accounts. Moneys held in any Decommissioning Fund shall be invested and reinvested by JEA in accordance with the Supplemental Resolution establishing such Fund or any Supplemental Resolution thereafter adopted with respect thereto in accordance with paragraph (8) of Section 1001. In making any investment in any Investment Securities with moneys in any Fund or Account established under the Resolution and held by JEA, JEA may combine such moneys with moneys in any other Fund or Account held by JEA, but solely for purposes of making such investment in such Investment Securities.

Interest (net of that which represents a return of accrued interest paid in connection with the purchase of any investment) earned on any moneys or investments in such Funds and Accounts (and, in the discretion of JEA, any profit realized from the liquidation of such investment), other than the Construction Fund and any Decommissioning Fund, shall be paid into the Revenue Fund. Interest earned on any moneys or investments in any Project Account in the Construction Fund shall be held in such Project Account for the purposes thereof or paid into the Revenue Fund. Interest earned on any moneys or investments in any Decommissioning Fund shall be applied as provided in the Supplemental Resolution establishing such Fund or any Supplemental Resolution thereafter adopted with respect thereto in accordance with paragraph (8) of Section 1001.

If on any day one or more of the Investment Securities on deposit in any Fund or Account established under the Resolution shall be sold, redeemed or otherwise liquidated, any net profit realized by JEA as a result of such sale, redemption or liquidation of all such Investment Securities may be transferred to the Revenue Fund; *provided, however*, that no such transfer shall be made if, on the immediately preceding date of valuation of such Fund or

Account, as the case may be, the amount on deposit therein shall have been less than the amount required to be on deposit therein as provided in the Resolution.

Nothing contained herein shall prevent JEA, to the extent permitted by law, from entering into securities lending agreements or bonds borrowed agreements (“lending agreements”) with banks which are members of the Federal Deposit Insurance Corporation, having capital stock, surplus and undivided earnings aggregating at least \$25,000,000 and government bond dealers recognized as primary dealers by the Federal Reserve Bank of New York, secured by securities, which are obligations described in the definition of Investment Securities in Section 101; *provided*, that each such lending agreement (i) is in commercially reasonable form and is for a commercially reasonable period, and (ii) results in a transfer to JEA of legal title to, or a grant to JEA of a prior perfected security interest in identified securities, which are obligations described in the definition of Investment Securities which are free and clear of any claims by third parties and are segregated in a custodial or trust account held by a third party (other than the borrower) as the agent solely of, or in trust solely for the benefit of, JEA; *provided*, that such securities acquired or pledged pursuant to such lending agreements shall have a current market value not less than 102 percent of the market value of the securities loaned by JEA under such agreement. Any Investment Securities loaned by JEA under any such agreement shall be released from the lien of the pledge of the Trust Estate created hereunder, but only if all rights of JEA under the lending agreement (including, but not limited to, the monetary obligations to JEA of the bank and/or government bond dealer party to such agreement) and any related collateral agreement and all rights of JEA to the identified securities transferred or pledged to JEA in connection therewith are substituted for the securities loaned, and such rights of JEA are hereby declared to be subject to the lien of the pledge of the Trust Estate created hereunder to the same extent that the loaned Investment Securities formerly were subject.

604. Valuation and Sale of Investments. Obligations purchased as an investment of moneys in any Fund created under the provisions of the Resolution and accrued interest thereon shall be deemed at all times to be a part of such Fund, and unless otherwise determined, any profit realized from the liquidation of such investment shall be credited to such Fund, and any loss resulting from the liquidation of such investment shall be charged to the respective Fund.

In computing the amount in any Fund created under the provisions of the Resolution for any purpose provided in the Resolution, obligations purchased as an investment of moneys therein shall be valued at the amortized cost of such obligations. Such computation shall be determined as of September 30 in each year. In the event that JEA causes to be deposited in any separate subaccount in the Debt Service Reserve Account in the Debt Service Fund, pursuant to the provisions of the Supplemental Resolution establishing such subaccount, an irrevocable surety bond, an insurance policy, a letter of credit or any other similar obligation, such surety bond, insurance policy, letter of credit or other obligation shall be valued at the lesser of the face amount thereof or the maximum amount available thereunder.

ARTICLE VII

PARTICULAR COVENANTS OF JEA

JEA covenants and agrees with the Bondholders as follows:

701. Payment of Bonds. JEA shall duly and punctually pay or cause to be paid, but solely from the Trust Estate, and, in the case of the Bonds of each Additionally Secured Series, the separate subaccount in the Debt Service Reserve Account in the Debt Service Fund with respect thereto, the principal or Redemption Price, if any, of every Bond and the interest thereon, at the dates and places and in the manner provided in the Bonds, according to the true intent and meaning thereof.

702. Extension of Payment of Bonds. JEA shall not directly or indirectly extend or assent to the extension of the maturity of any of the Bonds or the time of payment of any claims for interest by the purchase or funding of such Bonds or claims for interest or by any other arrangement, and in case the maturity of any of the Bonds or the time for payment of any such claims for interest shall be extended, such Bonds or claims for interest shall not be entitled, in case of any default under the Resolution, to the benefit of the Resolution or to any payment out of Revenues or Funds established by the Resolution, including the investments and investment income, if any, thereof, or the moneys (except moneys held in trust for the payment of particular Bonds or claims for interest pursuant to the Resolution) held by JEA or the Fiduciaries, except subject to the prior payment of the principal of all Bonds Outstanding the maturity of which has not been extended and of such portion of the accrued interest on the Bonds as shall not be represented by such extended claims for interest. Nothing herein shall be deemed to limit the right of JEA to issue Option Bonds or Refunding Bonds and neither such issuance nor the exercise by the Holder of any Option Bond of any of the rights appertaining to such Option Bond shall be deemed to constitute an extension of maturity of Bonds.

703. Offices for Servicing Bonds. Except as may be otherwise provided in any Supplemental Resolution with respect to any Series of Bonds, JEA shall at all times maintain one or more agencies where Bonds may be presented for payment and shall at all times maintain one or more agencies where Bonds may be presented for registration, transfer or exchange, and where notices, demands and other documents may be served upon JEA in respect of the Bonds or of the Resolution. JEA hereby appoints the Bond Registrar to maintain an agency for the registration, transfer or exchange of Bonds, and for the service upon JEA of such notices, demands and other documents and the Bond Registrar shall continuously maintain or make arrangements to provide such services. JEA hereby appoints the Paying Agent or Agents in such cities as its respective agents to maintain such agencies for the payment or redemption of Bonds.

704. Further Assurance. At any and all times JEA shall, as far as it may be authorized by law, pass, make, do, execute, acknowledge and deliver all and every such further resolutions, acts, deeds, conveyances, assignments, transfers and assurances as may be necessary or desirable for the better assuring, conveying, granting, pledging, assigning and confirming all and singular the rights, Revenues and other moneys, securities and funds hereby pledged, or intended so to be, or which JEA may become bound to pledge.

705. Power to Issue Bonds and Pledge Revenues and Other Funds. JEA is duly authorized under all applicable laws to create and issue the Bonds and to adopt the Resolution and to pledge the Trust Estate and, in the case of the Bonds of each Additionally Secured Series, the separate subaccount in the Debt Service Reserve Account in the Debt Service Fund with respect thereto, in the manner and to the extent provided in the Resolution. Except to the extent otherwise provided in the Resolution, the Trust Estate and each separate subaccount in the Debt Service Reserve Account in the Debt Service Fund are and will be free and clear of any pledge, lien, charge or encumbrance thereon or with respect thereto superior to, or of equal rank with, the respective pledges created by the Resolution, and all corporate or other action on the part of JEA to that end has been and will be duly and validly taken. The Bonds and the provisions of the Resolution are and will be the valid and legally enforceable obligations of JEA in accordance with their terms and the terms of the Resolution. JEA shall at all times, to the extent permitted by law, defend, preserve and protect the pledge of the Trust Estate and each separate subaccount in the Debt Service Reserve Account in the Debt Service Fund and all the rights of the Bondholders under the Resolution against all claims, and demands of all persons whomsoever.

706. Power to Fix and Collect Rates, Fees and Charges. JEA has, and will have as long as any Bonds are Outstanding, good right and lawful power to acquire, construct, reconstruct, improve, maintain, operate and repair the Projects and to fix, establish, maintain and collect rates, fees and charges with respect to the use of the capability of and sale of the output, capacity, use or service of the Projects, subject to the terms of the Project Agreements.

707. Creation of Liens; Sale and Lease of Property.

1. JEA shall not issue any bonds, notes, debentures or other evidences of indebtedness of similar nature, other than the Bonds, payable out of or secured by a security interest in or pledge of the Trust Estate or any portion thereof, any separate subaccount in the Debt Service Reserve Account in the Debt Service Fund or other moneys, securities or funds held or set aside by JEA or by the Fiduciaries under the Resolution and shall not create or cause to be created any lien or charge on the Trust Estate or any portion thereof, any separate subaccount in the Debt Service Reserve Account in the Debt Service Fund or such moneys, securities or funds; *provided, however*, that nothing contained in the Resolution shall prevent JEA from issuing, if and to the extent permitted by law, (a) Bond Anticipation Notes or other evidences of indebtedness payable out of, and which may be secured by a pledge of (i) the proceeds of sale of Bonds or investment income therefrom, or (ii) amounts in the Construction Fund derived from the proceeds of sale of said Bond Anticipation Notes or investment income therefrom as may from time to time be available for payment of such Bond Anticipation Notes or other evidences of indebtedness (including redemption premiums, if any, and interest thereon) as part of the Costs of any Project, or (iii) amounts in the General Reserve Fund as may from time to time be available for payment of such Bond Anticipation Notes or other evidences of indebtedness (including redemption premiums, if any, and interest thereon), or (iv) Revenues to be derived on and after such date as the pledge of the Revenues provided in the Resolution shall be discharged and satisfied as provided in Section 1201, or (b) Subordinated Indebtedness.

2. No part of any Project shall be sold, mortgaged, leased or otherwise disposed of, except as follows:

(a) JEA may dispose of, sell or exchange at any time and from time to time any property or facilities constituting part of such Project only if (i) JEA shall determine that such property or facilities are not needed or useful in the operation of such Project, or (ii) the net book value of the property or facilities sold or exchanged is not more than 15 percent of the net book value of the property and facilities of such Project as of the time of the computation, or (iii) there shall be filed with the records of JEA a certificate of an Authorized Officer of JEA stating, in his or her opinion, that the disposal, sale or exchange of such property or facilities will not materially diminish the value of the output, capacity, use and service of such Project being made available for the account of the Electric System pursuant to Section 711. The proceeds of any sale or exchange of any property or facilities constituting a part of a Project not used to acquire other property necessary or desirable for the safe or efficient operation of a Project shall forthwith be deposited in the General Reserve Fund for application pursuant to Section 513 or the Renewal and Replacement Fund for application pursuant to Section 512; or

(b) JEA may sell, lease or otherwise dispose of, or grant easements or other rights with respect to, any part of a Project to the extent required by or pursuant to the Project Agreements related thereto; or

(c) in addition to the Project Agreements, JEA may lease or make contracts or grant licenses for the operation of, or make arrangements for the use of, or grant easements or other rights with respect to, any part of any Project; *provided*, that any such lease, contract, license, arrangement, easement or right (i) does not impede the operation by JEA or its agents of such Project and (ii) does not materially adversely affect the rights or security of the Bondholders under the Resolution. Any payments received by JEA under or in connection with any such lease, contract, license, arrangement, easement or right in respect of any Project or any part thereof shall constitute Revenues; or

(d) JEA may sell, lease or otherwise dispose of any Project, or any part thereof, if, at the time of such sale, lease or other disposition, all Bonds issued to pay the Costs of such Project (including any Refunding Bonds issued to refund such Bonds) shall have been paid or deemed to have been paid within the meaning and with the effect expressed in Section 1201.

708. Annual Budget. Not less than 30 days prior to the beginning of each Fiscal Year, JEA shall prepare and file with the records of JEA an Annual Budget for the ensuing Fiscal Year which shall set forth in reasonable detail the estimated Revenues and Operation and Maintenance Expenses and other expenditures for each Project for such Fiscal Year, and which shall include appropriations for the estimated Operation and Maintenance Expenses for each such Project for such Fiscal Year, including provisions for adequate fuel reserves and any general reserve for operation and Maintenance Expenses and the estimated amount to be expended during such Fiscal Year from the Renewal and Replacement Fund. Such Annual Budget also shall set forth such detail with respect to such Revenues, Operation and Maintenance Expenses and other expenditures, as shall be necessary or, appropriate so as to comply with the Project Agreements

and may set forth such additional material as JEA may determine. JEA shall, at any time, as necessary, adopt an amended Annual Budget for the remainder of the then current Fiscal Year.

709. Acquisition and Construction of the Projects and Their Operation and Maintenance. 1. JEA shall use its best efforts to acquire and/or construct, or cause to be acquired and/or constructed, all Projects, in accordance with the plans and specifications therefor, with due diligence and in a sound and economical manner, all subject to the provisions of the Project Agreements.

2. JEA shall at all times use its best efforts to operate or cause to be operated each Project properly and in an efficient and economical manner, consistent with good business and utility operating practice, and shall use its best efforts to maintain, preserve, reconstruct and keep the same or cause the same to be so maintained, preserved, reconstructed and kept, with the appurtenances and every part and parcel thereof, in good repair, working order and condition, and shall from time to time make, or use its best efforts to cause to be made, all necessary and proper repairs, replacements and renewals so that at all times the operation of such Project may be properly and advantageously conducted, all subject to the provisions of the Project Agreements.

710. Rates, Fees and Charges. JEA shall at all times fix, establish, maintain, charge and collect rates, fees and charges for the use or the sale of the output, capacity, use or service of all Projects which shall be sufficient to provide Net Revenues in each Bond Year which shall be at least equal to the greater of (i) 115 percent of the Aggregate Debt Service for such Bond Year; *provided, however,* that any Principal Installment which is a Refundable Principal Installment may be excluded from Aggregate Debt Service for purposes of the foregoing but only to the extent that JEA intends to pay such Principal Installment from sources other than Revenues, and (ii) the amount which, together with other available funds, shall be sufficient for the payment of:

(a) the amount to be paid during such Bond Year into the Debt Service Account in the Debt Service Fund (other than amounts required to be paid into such Account out of the proceeds of Bonds, Subordinated Indebtedness or other evidences of indebtedness of JEA);

(b) the amount, if any, to be paid during such Bond Year into each separate subaccount in the Debt Service Reserve Account in the Debt Service Fund (other than amounts required to be paid into any such subaccount out of the proceeds of Bonds, Subordinated Indebtedness or other evidences of indebtedness of JEA);

(c) the amount, if any, to be paid during such Bond Year into the Subordinated Indebtedness Fund (other than amounts required to be paid into such Fund out of the proceeds of Bonds, Subordinated Indebtedness or other evidences of indebtedness of JEA);

(d) the amount, if any, to be paid during such Bond Year into the Renewal and Replacement Fund (other than amounts required to be paid into such Fund

out of the proceeds of Bonds, Subordinated Indebtedness or other evidences of indebtedness of JEA);

(e) if any Decommissioning Funds shall have been established pursuant to subsection 2 of Section 502 hereof, the amount, if any, to be paid during such Bond Year into each Decommissioning Fund (other than amounts required to be paid into any such Fund out of the proceeds of Bonds, Subordinated Indebtedness or other evidences of indebtedness of JEA); and

(f) all other charges and liens whatsoever payable out of Revenues during such Bond Year.

711. Allocation to Electric System of Output and Capacity of Projects; Obligations of Electric System. 1. JEA shall allocate to and make available for the account of the Electric System in each year 100 percent of the output, capacity, use and service of each Project. JEA shall make payments from the Electric System into the Revenue Fund for such output, capacity, use and service of each Project at the times and in the amounts which (i) will produce Net Revenues in each Bond Year at least equal to 115 percent of the Aggregate Debt Service for such Bond Year; *provided, however*, that any Principal Installment which is a Refundable Principal Installment may be excluded from Aggregate Debt Service for purposes of the foregoing but only to the extent that JEA intends to pay such Principal Installment from sources other than Revenues and (ii) will produce Revenues sufficient, together with other available funds, for the payment during each month of:

(a) the Operation and Maintenance Expenses due and payable during such month;

(b) the amount, if any, to be set aside in such month in the Revenue Fund (other than amounts required to be paid into such Fund out of the proceeds of Bonds, Subordinated Indebtedness or other evidences of indebtedness of JEA) as working capital or as reserves for Operation and Maintenance Expenses;

(c) the amount to be paid during such month into the Debt Service Account in the Debt Service Fund (other than amounts required to be paid into such Account out of the proceeds of Bonds, Subordinated Indebtedness or other evidences of indebtedness of JEA);

(d) the amount, if any, to be paid during such month into each separate subaccount in the Debt Service Reserve Account in the Debt Service Fund (other than amounts required to be paid into any such subaccount out of the proceeds of Bonds, Subordinated Indebtedness or other evidences of indebtedness of JEA);

(e) the amount, if any, to be paid during such month into the Subordinated Indebtedness Fund (other than amounts required to be paid into such Fund out of the proceeds of Bonds, Subordinated Indebtedness or other evidences of indebtedness of JEA);

(f) the amount, if any, to be paid during such month into the Renewal and Replacement Fund (other than amounts required to be paid into such Fund out of the proceeds of Bonds, Subordinated Indebtedness or other evidences of indebtedness of JEA);

(g) if any Decommissioning Funds shall have been established pursuant to subsection 2 of Section 502 hereof, the amount, if any, to be paid during such month into each Decommissioning Fund (other than amounts required to be paid into any such Fund out of the proceeds of Bonds, Subordinated Indebtedness or other evidences of indebtedness of JEA); and

(h) all other charges and liens whatsoever payable out of Revenues during such month.

During any period in which the Debt Service for any Series of Bonds containing Build America Bonds shall be calculated in the manner provided in the *proviso* contained in clause (i) of the first paragraph of the definition thereof contained in Section 101 hereof, no later than each interest payment date for such Build America Bonds then Outstanding, JEA shall withdraw from the Revenue Fund and transfer to the Debt Service Account in the Debt Service Fund an amount equal to the amount of the cash subsidy payment payable to JEA by the U.S. Treasury in respect of the interest payable on such Build America Bonds on such interest payment date, without regard to any reduction thereto made by the U.S. Treasury for the purpose of offsetting any amount due from JEA to it. Any such cash subsidy payment received by JEA from the U.S. Treasury in respect of the interest payable on any Build America Bonds shall be deposited by JEA upon the receipt thereof in the Revenue Fund, but no such payment shall constitute Revenues for any purpose of this Resolution.

2. So long as the Electric Resolution shall not be satisfied and discharged, all payments to be made pursuant to subsection 1 of this Section 711 shall constitute a “Cost of Operation and Maintenance” (as defined in the Electric Resolution) to be paid directly from the Electric System Revenue Fund under the Electric Resolution. After the satisfaction and discharge of the Electric Resolution, JEA shall continue to make such payments from the revenues, income, rents and receipts derived by JEA from the ownership and operation of the Electric System as an operating expense of said Electric System. All such payments from the Electric System shall be made whether or not any Project or any part thereof is acquired, completed, operable or operating and notwithstanding the suspension, interruption, interference, reduction or curtailment of the output of any Project for any reason whatsoever, in whole or in part.

3. So long as the Electric Resolution shall not be satisfied and discharged, JEA shall not consent or agree to or permit any amendment or supplement to the Electric Resolution (other than a supplement thereto to authorize a series of additional parity bonds as permitted by the Electric Resolution) which will in any manner materially impair or materially adversely affect the obligation of JEA to pay for the output, capacity, use and service of the Projects in accordance with this Section 711 or the priority of such obligation under the Electric Resolution.

4. Except as otherwise provided in this subsection 4, after the satisfaction and discharge of the Electric Resolution, (i) JEA shall not become liable for any bonds, notes, debentures or other evidences of indebtedness of similar nature payable out of or secured by a pledge of or lien or charge on any of the revenues, income, rents or receipts to be derived by JEA from the ownership or operation of the Electric System which shall rank on a parity with or in priority over or, except for bonds, notes, debentures or other evidences of indebtedness issued in connection with obligations of the type described in clause (ii) below, on a parity with the obligation of JEA to pay, from the revenues, income, rents and receipts derived by JEA from the ownership or operation of the Electric System, for the output, capacity, use and service of the Projects in accordance with this Section 711, and (ii) JEA shall not become liable for any obligation under any agreement to purchase or pay for electric power and energy or other goods or services whether or not the same are made available or furnished or any other obligation under which JEA lends credit to or guarantees any debt, claim or other obligation of any other person, firm or corporation which shall rank in priority over the obligation of JEA to pay, from the revenues, income, rents and receipts derived by JEA from the ownership or operation of the Electric System, for the output, capacity, use or service of the Projects in accordance with this Section 711; *provided, however*, that nothing contained in this subsection 4 shall prohibit or restrict JEA from establishing one or more other separate bulk power supply utilities or systems pursuant to Chapter 80-513, Laws of Florida, as amended, or any other law, and issuing its bonds therefor as provided in said Chapter 80-513, as amended, or such other law, and from making payments from the revenues, income, rents and receipts derived by JEA from the ownership or operation of the Electric System for the purchase of output, capacity, use or service of any of the facilities of any such separate bulk power supply utility or system, including payments with respect to debt service on such bonds, on a parity with (but not in priority over) the obligation of JEA to pay, from the revenues, income, rents and receipts derived by JEA from the ownership or operation of the Electric System, for the output, capacity, use and service of any Project in accordance with this Section 711.

712. Maintenance of Insurance. 1. JEA shall at all times keep or cause to be kept the properties of each Project which are of an insurable nature and of the character usually insured by those operating properties similar to such Project insured against loss or damage by fire and from other causes customarily insured against and in such relative amounts as are usually obtained, but only to the extent the cost therefor is reasonable, in the judgment of JEA. JEA shall at all times maintain or cause to be maintained insurance or reserves (in the nature of self insurance) against loss or damage from such hazards and risks to the person and property of others as are usually insured or reserved against by those operating properties similar to the properties of each Project.

2. JEA shall also use its best efforts to maintain or cause to be maintained any additional or other insurance which it shall deem necessary or advisable to protect its interests and those of the Bondholders.

3. Any such insurance shall be in the form of policies or contracts for insurance with insurers of good standing and shall be payable to JEA unless otherwise required by any Project Agreement.

713. Reconstruction; Application of Insurance Proceeds; Condemnation Awards.

1. If any useful portion of any Project shall be damaged or destroyed or taken by any governmental authority under the power of eminent domain or otherwise (“Condemnation”), JEA shall, as expeditiously as possible, continuously and diligently proceed with the reconstruction or replacement thereof or take any other action deemed to be in the best interest of JEA. Except as provided in subsection 3 of Section 503, the proceeds of any insurance paid or award received on account of such damage, destruction (other than any business interruption loss insurance or insurance proceeds deposited in the Construction Fund pursuant to subsection 3 of Section 503) or Condemnation, unless held and applied under the applicable Project Agreements, shall be held by JEA in a special account and made available for, and to the extent necessary be applied to, the cost of such reconstruction or replacement. Pending such application, such proceeds may be invested by JEA in Investment Securities which mature not later than such times as shall be necessary to provide moneys when needed to pay such costs of reconstruction or replacement or may be invested as otherwise provided for under such Project Agreements. Interest earned on such account or investments shall be deposited in the Revenue Fund unless otherwise required under such Project Agreements. Any such proceeds not applied within 36 months after receipt thereof by JEA to repairing or replacing damaged, destroyed or taken property, or in respect of which notice in writing of intention to apply the same to the work of repairing or replacing the property damaged, destroyed or taken shall not have been filed with the records of JEA within such 36 months, or which JEA shall at any time determine are not to be so applied, unless otherwise applied or to be applied under the applicable Project Agreements, shall be deposited (a) in the General Reserve Fund for (i) application to the purchase, redemption, payment or provision for payment of Bonds or interest thereon or (ii) transfer to the Renewal and Replacement Fund for application pursuant to Section 512; *provided, however*, that in the event such amount deposited in the General Reserve Fund is less than \$100,000, such amount may be applied to or set aside for any lawful purpose of JEA or (b) in the Renewal and Replacement Fund for application pursuant to Section 512. Notwithstanding the foregoing, in the event that payments for any such repairing or replacing of property damaged, destroyed or taken prior to the availability of proceeds of insurance or Condemnation therefor are made from the Renewal and Replacement Fund, or from the General Reserve Fund, or from other funds of JEA not held in any Fund or Account established pursuant to the Resolution, such proceeds when received shall be deposited in the Renewal and Replacement Fund or in the General Reserve Fund, in each such case, to the extent of such payments therefrom, or shall be paid over to JEA, free and clear of any trust, lien or pledge securing the Bonds or otherwise existing under the Resolution, as appropriate.

2. If the proceeds of insurance or Condemnation authorized by this Section to be applied to the reconstruction or replacement of any portion of any Project are insufficient for such purpose, the deficiency may be supplied out of moneys in the Renewal and Replacement Fund.

3. The proceeds of business interruption loss insurance, if any, shall be paid into the Revenue Fund unless otherwise required by the applicable Project Agreements.

714. Accounts and Reports. 1. JEA shall keep or cause to be kept with respect to the Projects proper books of record and account (separate from all other records and accounts) in

accordance with generally accepted accounting principles in which complete and correct entries shall be made of its transactions relating to all Projects, the amount of Revenues and the application thereof and each Fund and Account established under the Resolution, and which, together with all Project Agreements and all contracts and all other books and papers of JEA, including insurance policies, relating to all Projects, shall, subject to the terms thereof, at all times be subject to the inspection of the Holders of an aggregate of not less than five percent in principal amount of the Bonds, then Outstanding or their representatives duly authorized in writing.

2. JEA shall annually, within 120 days after the close of each Fiscal Year, file with the records of JEA and otherwise as provided by law, a copy of its financial statements for such Fiscal Year, accompanied by an Accountant's Certificate. Such Accountant's Certificate shall state whether or not, to the knowledge of the signer, JEA is in default with respect to any of the covenants, agreements or conditions on its part contained in the Resolution, and if so, the nature of such default.

3. The reports, statements and other documents required to be prepared or obtained by JEA pursuant to any provisions of the Resolution shall be available for the inspection of Bondholders at the office of JEA and shall be mailed or electronically provided to each Bondholder who shall file a written request therefor with JEA. JEA may charge each Bondholder requesting such reports, statements and other documents a reasonable fee to cover reproduction, handling and postage.

715. Payment of Taxes and Charges. JEA will from time to time duly pay and discharge, or cause to be paid and discharged, all taxes, assessments and other governmental charges, or required payments in lieu thereof, lawfully imposed upon the properties of JEA or upon the rights, revenues, income, receipts, and other moneys, securities and funds of JEA when the same shall become due (including all rights, moneys and other property transferred, assigned or pledged under the Resolution), and all lawful claims for labor and material and supplies, except those taxes, assessments, charges or claims which JEA shall in good faith contest by proper legal proceedings if JEA shall in all such cases have set aside on its books reserves deemed adequate with respect thereto.

716. Power to Operate the Electric System and Collect Rates and Fees. JEA has, and will have so long as any Bonds are Outstanding, good right and lawful power to construct, reconstruct, improve, maintain, operate and repair the Electric System, and to fix and collect rates, fees, rents and other charges in connection therewith.

717. Sale or Mortgage of the Electric System. JEA will not sell all or substantially all of the physical properties of the Electric System, nor will it create or cause to be created any mortgage or other lien on such properties to secure the repayment of borrowed money or the payment of the deferred purchase price of property. For purposes of this Section 717 "substantially all of the physical properties of the Electric System" shall be deemed to mean physical properties of the Electric System having an aggregate depreciated cost of not less than 90 percent of the total depreciated cost of all of the physical properties of the Electric System at the time.

718. Operation and Maintenance of the Electric System. JEA shall at all times operate or cause to be operated the Electric System properly and in an efficient and economical manner, consistent with good business and utility operating practices, and shall maintain, preserve, reconstruct and keep the same or cause the same to be so maintained, preserved, reconstructed and kept, with the appurtenances and every part and parcel thereof, in good repair, working order and condition, and shall from time to time make, or cause to be made, all necessary and proper repairs, replacements and renewals so that at all times the operation of the Electric System may be properly and advantageously conducted.

719. Rates and Fees of the Electric System. 1. JEA shall at all times fix, establish, maintain, charge and collect fees and other charges for the sale of the output, capacity, use or service of the Electric System as shall be required to provide moneys from the Electric System at least sufficient in each fiscal year with respect to the Electric System for the payment of all charges or liens whatsoever payable out of revenues of the Electric System during such fiscal year, including all payments required to be made by JEA out of revenues of the Electric System (i) pursuant to the SJRPP Resolution, (ii) pursuant to this Resolution and (iii) in connection with any other bulk power supply utility or system theretofore created by JEA (other than (x) the SJRPP System and (y) all Projects the acquisition and/or construction of which have theretofore been authorized pursuant to this Resolution).

2. Except as otherwise provided in the Electric Resolution, JEA will not furnish or supply or cause to be furnished or supplied any use, output, capacity or service of the Electric System, free of charge to any person, firm or corporation, public or private; and JEA will enforce promptly the payment of any and all accounts owing to JEA by reason of the ownership and operation of the Electric System.

720. Maintenance of Insurance for the Electric System. 1. JEA shall at all times keep or cause to be kept the properties of the Electric System which are of an insurable nature and of the character usually insured by those operating properties similar to the Electric System insured against loss or damage by fire and from other causes customarily insured against and in such relative amounts as are usually obtained, but only to the extent the cost therefor is reasonable, in the judgment of JEA. JEA shall at all times maintain or cause to be maintained insurance or reserves (in the nature of self insurance) against loss or damage from such hazards and risks to the person and property of others as are usually insured or reserved against by those operating properties similar to the properties of the Electric System, but only to the extent the cost therefor is reasonable, in the judgment of JEA.

2. Any such insurance shall be in the form of policies or contracts for insurance with insurers of good standing and shall be payable to JEA.

721. Compliance with SJRPP Resolution. So long as the SJRPP Resolution shall not be satisfied and discharged, JEA shall comply, for and on behalf of the Holders of the Bonds, with each of the covenants, agreements, terms and conditions on its part contained in the SJRPP Resolution, as such covenants, agreements, terms and conditions may be modified or amended from time to time in accordance with the provisions of the SJRPP Resolution.

722. Operation and Maintenance of Separate Bulk Power Supply Systems. So long as JEA's interest in any facility or facilities for the generation, transmission or exchanging of electric power and energy (hereinafter in this Section referred to as a "system"), including the SJRPP System but excluding any Project undertaken under the Resolution, is owned and operated as a separate bulk power supply utility or system pursuant to and in accordance with Chapter 80-513, Laws of Florida, Special Acts of 1980, as amended, JEA shall at all times operate or cause to be operated such system properly and in an efficient and economical manner, consistent with good business and utility operating practices, and shall maintain, preserve, reconstruct and keep the same or cause the same to be so maintained, preserved, reconstructed and kept, with the appurtenances and every part and parcel thereof, in good repair, working order and condition, and shall from time to time make, or cause to be made, all necessary, and proper repairs, replacements and renewals so that at all times the operation of such system may be properly and advantageously conducted.

723. General. 1. JEA shall at all times maintain its corporate existence (or, if JEA shall be dissolved or abolished, a successor shall be named to assume the rights and obligations of JEA) and shall do and perform or cause to be done and performed all acts and things required to be done or performed by or on behalf of JEA under the provisions of the Acts and the Resolution.

2. Upon the date of authentication and delivery of any of the Bonds, all conditions, acts and things required by law and the Resolution to exist, to have happened and to have been performed prior to and in connection with the issuance of such Bonds shall exist, have happened and have been performed, and the issuance of such Bonds, together with, all other obligations of JEA, shall comply in all respects with the applicable laws of the State of Florida.

ARTICLE VIII

REMEDIES OF BONDHOLDERS

801. Events of Default. If one or more of the following Events of Default shall happen:

(i) if default shall be made in the due and punctual payment of the principal or Redemption Price of any Bond when and as the same shall become due and payable, whether at maturity or by call for redemption, or otherwise;

(ii) if default shall be made in the due and punctual payment of any installment of interest on any Bond or the unsatisfied balance of any Sinking Fund Installment therefor (except when such Sinking Fund Installment is due on the maturity date of such Bond), when and as such interest installment or Sinking Fund Installment shall become due and payable and such default shall continue for a period of 30 days;

(iii) if default shall be made by JEA in the performance or observance of any other of the covenants, agreements or conditions on its part in the

Resolution or in the Bonds contained, and such default shall continue for a period of 60 days after written notice thereof to JEA by the Holders of not less than 10 percent in principal amount of the Bonds Outstanding;

(iv) if there shall occur the dissolution (without a successor being named to assume the rights and obligations) or liquidation of JEA or the filing by JEA of a voluntary petition in bankruptcy, or adjudication of JEA as a bankrupt, or assignment by JEA for the benefit of its creditors, or the entry by JEA into an agreement of composition with its creditors, or the approval by a court of competent jurisdiction of a petition applicable to JEA in any proceeding for its reorganization instituted under the provisions of the Bankruptcy Code, as amended, or under any similar act in any jurisdiction which may now be in effect or hereafter enacted; or

(v) if an order or decree shall be entered, with the consent or acquiescence of JEA, appointing a receiver or receivers of the Projects, or any part thereof, or of the rents, fees, charges or other revenues therefrom, or if such order or decree, having been entered without the consent or acquiescence of JEA shall not be vacated or discharged or stayed within 90 days after the entry thereof;

then, and in each and every such case, so long as such Event of Default shall not have been remedied, unless the principal of all the Bonds shall have already become due and payable, the Holders of not less than 25 percent in principal amount of the Bonds Outstanding (by notice in writing to JEA), may declare the principal of all the Bonds then Outstanding, and the interest accrued thereon, to be due and payable immediately, and upon any such declaration the same shall become and be immediately due and payable, anything contained to the contrary in the Resolution or in any of the Bonds notwithstanding; *provided, however*, that in the event a Supplemental Resolution authorizing Bonds for which Credit Enhancement is being provided provides that the principal of such Bonds, and the accrued interest thereon, may not be declared due and payable immediately (nor such declaration be rescinded and annulled, as provided in the following sentence) without the consent in writing of the Credit Enhancer therefor, then such Bonds, and the interest accrued thereon, shall not become due and payable immediately as aforesaid (nor may such declaration be rescinded and annulled, as provided in the following sentence) without such written consent, and, in that event, the remedies available to the Holders of such Bonds (or such Credit Enhancer, on behalf of such Holders) shall be limited to those set forth in Sections 802, 804 and 805. The right of the Holders of not less than 25 percent in principal amount of the Bonds to make such declaration as aforesaid, however, is subject to the condition that if, at any time after such declaration, but before the Bonds shall have matured by their terms, all overdue installments of interest upon the Bonds, together with interest on such overdue installments of interest to the extent permitted by law and all other sums then payable by JEA under the Resolution (except the principal of, and interest accrued since the next preceding interest date on, the Bonds due and payable solely by virtue of such declaration) shall either be paid by or for the account of JEA or provision shall be made for such payment, and all defaults under the Bonds or under the Resolution (other than the payment of principal and interest due and payable solely by reason of such declaration) shall be made good or adequate provision shall be made therefor, then and in every such case the Holders of 25 percent in principal amount of the Bonds Outstanding, by written notice to JEA, may rescind such declaration and annul such

default in its entirety, but no such rescission or annulment shall extend to or affect any subsequent default or impair or exhaust any right or power consequent thereon.

802. Accounting and Examination of Records After Default. 1. JEA covenants that if an Event of Default shall have happened and shall not have been remedied, the books of record and account of JEA and all other records relating to any Project shall at all times be subject to the inspection and use of the Holders and of their agents and attorneys.

2. JEA covenants that if an Event of Default shall have happened and shall not have been remedied, JEA, upon demand of the Holders of not less than 25 percent in principal amount of the Bonds at the time Outstanding, will account, as if it were the trustee of an express trust, for all Revenues and other moneys, securities and funds pledged or held under the Resolution for such period as shall be stated in such demand.

803. Application of Revenues and Other Moneys After Default. 1. During the continuance of an Event of Default, JEA shall apply all moneys, securities, funds and Revenues held or received by JEA under the Resolution (other than (x) amounts on deposit in any separate subaccount in the Debt Service Reserve Account in the Debt Service Fund and (y) amounts on deposit in any Decommissioning Fund) as follows and in the following order:

(i) Operation and Maintenance Expenses--to the payment of the amounts required for Operation and Maintenance Expenses and for the reasonable renewals, repairs and replacements of any Project necessary in the judgment of JEA to prevent a diminution in the value of the output, capacity, use and service of such Project being made available for the account of the Electric System pursuant to Section 711;

(ii) Principal or Redemption Price and Interest -- to the payment of the interest and principal or Redemption Price then due on the Bonds, as follows:

(a) unless the principal of all the Bonds shall have become or have been declared due and payable,

First: Interest--to the payment to the persons entitled thereto of all installments of interest then due in the order of the maturity of such installments, together with accrued and unpaid interest on the Bonds theretofore called for redemption, and, if the amount available shall not be sufficient to pay in full any installment or installments maturing on the same date, then to the payment thereof ratably, according to the amounts due thereon, to the persons entitled thereto, without any discrimination or preference; and

Second: Principal or Redemption Price--to the payment to the persons entitled thereto of the unpaid principal or Redemption Price of any Bonds which shall have become due, whether at maturity or by call for redemption, in the order of their due dates, and, if the amount available shall not be sufficient to pay in full all the Bonds due on any date, then to the payment thereof ratably, according to the amounts of principal or Redemption Price due on such date, to the persons entitled thereto, without any discrimination or preference; or

(b) if the principal of all the Bonds shall have become or have been declared due and payable, to the payment of the principal and interest then due and unpaid upon the Bonds without preference or priority of principal over interest or of interest over principal, or of any installment of interest over any other installment of interest, or of any Bond over any other Bond, ratably, according to the amounts due respectively for principal and interest, to the persons entitled thereto without any discrimination or preference except as to any difference in the respective rates of interest specified in the Bonds;

(iii) Subordinated Indebtedness--to the payment of principal, redemption price and interest then due on Subordinated Indebtedness in accordance with the Supplemental Resolution(s) authorizing such Subordinated Indebtedness.

During the continuance of an Event of Default, JEA shall apply all amounts on deposit in each separate subaccount in the Debt Service Reserve Account in the Debt Service Fund as follows and in the following order:

(a) unless the principal of all of the Bonds shall have become or have been declared due and payable,

First: Interest--to the payment to the persons entitled thereto of all installments of interest then due on the Bonds of each Additionally Secured Series secured by such separate subaccount in the order of the maturity of such installments, together with accrued and unpaid interest on the Bonds of such Additionally Secured Series theretofore called for redemption, and, if the amount available shall not be sufficient to pay in full any such installment or installments maturing on the same date, then to the payment thereof ratably, according to the amounts due thereon, to the persons entitled thereto, without any discrimination or preference; and

Second: Principal or Redemption Price--to the payment to the persons entitled thereto of the unpaid principal or sinking fund Redemption Price of any Bonds of such Additionally Secured Series which shall have become due, whether at maturity or by call for redemption, in the order of their due dates, and, if the amount available shall not be sufficient to pay in full all such Bonds due on any date, then to the payment thereof ratably, according to the amounts of principal or sinking fund Redemption Price due on such date, to the persons entitled thereto, without any discrimination or preference; or

(b) if the principal of all of the Bonds shall have become or have been declared due and payable, to the payment of the principal and interest then due and unpaid upon the Bonds of each Additionally Secured Series secured by such separate subaccount without preference or priority of principal over interest or of interest over principal, or of any installment of interest over any other installment of interest, or of any such Bond over any other such Bond, ratably, according to the amounts due respectively for principal and interest, to the persons entitled thereto without any discrimination or preference except as to any difference in the respective rates of interest specified in such Bonds.

During the continuance of an Event of Default, JEA shall apply all amounts on deposit in any Decommissioning Fund only for the purposes for which such Fund was established.

2. If and whenever all overdue installments of interest on all Bonds, together with the reasonable and proper charges, expenses, and liabilities of the Fiduciaries, and all other sums payable by JEA under the Resolution including the principal and Redemption Price of and accrued unpaid interest on all Bonds which shall then be payable by declaration or otherwise, shall either be paid by or for the account of JEA, and all defaults under the Resolution or the Bonds shall be made good, JEA and the Holders shall be restored, respectively, to their former positions and rights under the Resolution. No such restoration of JEA and the Holders to their former positions and rights shall extend to or affect any subsequent default under the Resolution or impair any right consequent thereon.

804. Appointment of Receiver. If an Event of Default shall happen and shall not have been remedied, the Bondholders shall be entitled as a matter of right, upon application to a court of competent jurisdiction, to have appointed a receiver of the Projects.

805. Remedies Not Exclusive. No remedy by the terms of the Resolution conferred upon or reserved to the Bondholders is intended to be exclusive of any other remedy, but each and every such remedy shall be cumulative and shall be in addition to every other remedy given under the Resolution or existing at law or in equity or by statute on or after the date of adoption of the Resolution.

806. Effect of Waiver and Other Circumstances. 1. No delay or omission of any Bondholder to exercise any right or power arising upon the happening of an Event of Default shall impair any right or power or shall be construed to be a waiver of any such Event of Default or be an acquiescence therein; and every power and remedy given by this Article to the Bondholders may be exercised from time to time and as often as may be deemed expedient by the Bondholders.

2. Prior to the declaration of maturity of the Bonds as provided in Section 801, the Holders of not less than a majority in principal amount of the Bonds at the time Outstanding, or their attorneys-in-fact duly authorized, may on behalf of the Holders of all of the Bonds waive any past default under the Resolution and its consequences, except a default in the payment of interest on or principal or Redemption Price, if any, of any of the Bonds. No such waiver shall extend to any subsequent or other default or impair any right consequent thereon.

807. Notice of Default. JEA shall promptly mail written notice of the occurrence of any Event of Default to each Holder of Bonds then Outstanding at its address, if any, appearing upon the registry books of JEA, and, if Bearer Commercial Paper Notes shall be Outstanding, JEA shall also publish such notice once a week for at least two consecutive weeks in an Authorized Newspaper.

ARTICLE IX

THE FIDUCIARIES

901. Paying Agents. 1. JEA shall appoint one or more Paying Agents for the Bonds of each Series of each Issue, and may at any time or from time to time appoint one or more other Paying Agents. Each Paying Agent shall be an officer of JEA, a transfer agent duly registered pursuant to the Securities Exchange Act of 1934, as amended, or a bank or trust company organized under the laws of any state of the United States or a national banking association, having capital stock, surplus and undivided earnings aggregating at least \$25,000,000, and willing and able to accept the office on reasonable and customary terms and authorized by law to perform all the duties imposed upon it by the Resolution.

2. Each Paying Agent shall signify its acceptance of the duties and obligations imposed upon it by the Resolution by executing and delivering to JEA a written acceptance thereof.

3. Unless otherwise provided, the principal offices of the Paying Agents are designated as the respective offices or agencies of JEA for the payment of the interest on and principal or Redemption Price of the Bonds.

4. Any Paying Agent may at any time resign and be discharged of the duties and obligations created by the Resolution by giving at least 60 days' written notice to JEA and the other Paying Agents; *provided*, that no such resignation shall be effective until a successor shall have been appointed. Any Paying Agent may be removed at any time by an instrument filed with such Paying Agent and signed by an Authorized Officer of JEA; *provided*, that no such removal shall be effective until a successor shall have been appointed. In the event of the resignation or removal of any Paying Agent, such Paying Agent shall pay over, assign and deliver any moneys and records held by it in such capacity to its successor.

902. Responsibilities of Fiduciaries. The recitals of fact herein and in the Bonds contained shall be taken as the statements of JEA and no Fiduciary assumes any responsibility for the correctness of the same. No Fiduciary makes any representations as to the validity or sufficiency of the Resolution or of any Bonds issued thereunder or as to the security afforded by the Resolution, and no Fiduciary shall incur any liability in respect thereof. The Bond Registrar shall, however, be responsible for its representation contained in its certificate of authentication on the Bonds. No Fiduciary shall be under any responsibility or duty with respect to the application of any moneys paid by such Fiduciary in accordance with the provisions of the Resolution to JEA or to any other Fiduciary. No Fiduciary shall be under any obligation or duty to perform any act which would involve it in expense or liability or to institute or defend any suit in respect thereof, or to advance any of its own moneys, unless properly indemnified. No Fiduciary shall be liable in connection with the, performance of its duties hereunder except for its own negligence, misconduct or default.

903. Evidence on Which Fiduciaries May Act. 1. Each Fiduciary, upon receipt of any notice, resolution, request, consent, order, certificate, report, opinion, bond or other paper or

document furnished to it pursuant to any provision of the Resolution, shall examine such instrument to determine whether it conforms to the requirements of the Resolution and shall be protected in acting upon any such instrument believed by it to be genuine and to have been signed or presented by the proper party or parties. Each Fiduciary may consult with counsel, who may or may not be counsel to JEA, and the opinion of such counsel shall be full and complete authorization and protection in respect of any action taken or suffered by it under the Resolution in good faith and in accordance therewith.

2. Whenever any Fiduciary shall deem it necessary or desirable that a matter be proved or established prior to taking or suffering any action under the Resolution, such matter (unless other evidence in respect thereof be therein specifically prescribed) may be deemed to be conclusively proved and established by a certificate of an Authorized Officer of JEA, and such certificate shall be full warrant for any action taken or suffered in good faith under the provisions of the Resolution upon the faith thereof; but in its discretion the Fiduciary may in lieu thereof accept other evidence of such fact or matter or may require such further or additional evidence as to it may seem reasonable.

3. Except as otherwise expressly provided in the Resolution, any request, order, notice or other direction required or permitted to be furnished pursuant to any provision thereof by JEA to any Fiduciary shall be sufficiently executed in the name of JEA by an Authorized Officer of JEA.

904. Compensation. JEA shall pay to each Fiduciary from time to time reasonable compensation for all services rendered under the Resolution, and also all reasonable expenses, charges, counsel fees and other disbursements, including those of its attorneys, agents and employees, incurred in and about the performance of its powers and duties under the Resolution, in accordance with the agreements made from time to time between JEA and the Fiduciary. Subject to the provisions of Section 902, JEA further agrees to indemnify and save each Fiduciary harmless against any liabilities which it may incur in the exercise and performance of its powers and duties hereunder and which are not due to its negligence, misconduct or default.

905. Certain Permitted Acts. Any Fiduciary may become the owner of any Bonds, with the same rights it would have if it were not a Fiduciary. To the extent permitted by law, any Fiduciary may act as depository for, and permit any of its officers or directors to act as a member of, or in any other capacity with respect to, any committee formed to protect the rights of Bondholders or to effect or aid in any reorganization growing out of the enforcement of the Bonds or the Resolution, whether or not any such committee shall represent the Holders of a majority in principal amount of the Bonds then Outstanding.

906. Merger or Consolidation. Any company into which any Fiduciary may be merged or converted or with which it may be consolidated, or any company resulting from any merger, conversion or consolidation to which it shall be a party or any company to which any Fiduciary may sell or transfer all or substantially all of its corporate trust business; *provided*, such company shall be a bank or trust company organized under the laws of any state of the United States or a national banking association and shall be authorized by law to perform all the

duties imposed upon it by the Resolution, shall be the successor to such Fiduciary without the execution or filing of any paper or the performance of any further act.

907. Adoption of Authentication. In case any of the Bonds contemplated to be issued under the Resolution shall have been authenticated but not delivered, any successor Bond Registrar may adopt the certificate of authentication of any predecessor Bond Registrar so authenticating such Bonds and deliver such Bonds so authenticated; and in case any of the said Bonds shall not have been authenticated,, any successor Bond Registrar may authenticate such Bonds in the name of the predecessor Bond Registrar, or in the name of the successor Bond Registrar, and in all such cases such certificate shall have the full force which it is anywhere in said Bonds or in the Resolution provided that the certificate of the Bond Registrar shall have.

ARTICLE X

SUPPLEMENTAL RESOLUTIONS

1001. Supplemental Resolutions Effective Without Delivery of Counsel's Opinion as to No Material Adverse Effect and Without Consent of Bondholders. For any one or more of the following purposes and at any time or from time to time, a Supplemental Resolution of JEA may be adopted, which, upon its adoption and compliance with the provisions of Section 1004, shall be fully effective in accordance with its terms:

(1) to close the Resolution against, or provide limitations and restrictions in addition to the limitations and restrictions contained in the Resolution on, the authentication and delivery of Bonds or the issuance of other evidences of indebtedness;

(2) to add to the covenants and agreements of JEA in the Resolution other covenants and agreements to be observed by JEA which are not contrary to or inconsistent with the Resolution as theretofore in effect;

(3) to add to the limitations and restrictions in the Resolution other limitations and restrictions to be observed by JEA which are not contrary to or inconsistent with the Resolution as theretofore in effect;

(4) to authorize Bonds of an Issue or of a Series of an Issue and, in connection therewith, specify and determine the matters and things referred to in Article II, and also any other matters and things relative to such Bonds which are not contrary to or inconsistent with the Resolution as theretofore in effect, or to amend, modify or rescind any such authorization, specification or determination at any time prior to the first authentication and delivery of such Bonds;

(5) to provide for the issuance, execution, delivery, authentication, payment, registration, transfer and exchange of Bonds in coupon form payable to bearer or in uncertificated form, and, in connection therewith, to specify and determine any matters and things relative thereto;

(6) to confirm, as further assurance, any security interest or pledge under, and the subjection to any security interest or pledge created or to be created by, the Resolution of the Revenues or of any other moneys, securities or funds;

(7) if and to the extent authorized in a Supplemental Resolution authorizing an Additionally Secured Series of Bonds, to specify the qualifications of any provider of an obligation similar to a surety bond, insurance policy or letter of credit for deposit into the particular subaccount in the Debt Service Reserve Account securing the Bonds of such Additionally Secured Series;

(8) to authorize the establishment of a Decommissioning Fund as provided in subsection 2 of Section 502 and, in connection therewith, to specify and determine the matters and things referred to in said subsection, or to modify any such matters and things in any other respect whatsoever;

(9) to modify any of the provisions of the Resolution in any other respect whatever; *provided*, that (i) such modification shall be, and be expressed to be, effective only after all Bonds of each Series Outstanding at the date of the adoption of such Supplemental Resolution shall cease to be Outstanding, and (ii) such Supplemental Resolution shall be specifically referred to in the text of all Bonds of any Series authenticated and delivered after the date of the adoption of such Supplemental Resolution and of Bonds issued in exchange therefor or in place thereof;

(10) to identify and authorize the acquisition and/or construction of any Project;

(11) to designate any agreement entered into in connection with a Project as a "Project Agreement" therefor; and

(12) to authorize Subordinated Indebtedness and, in connection therewith, specify and determine any matters and things relative to such Subordinated Indebtedness which are not contrary to or inconsistent with the Resolution as theretofore in effect, or to amend, modify or rescind any such authorization, specification or determination at any time prior to the first authentication and delivery of such Subordinated Indebtedness.

1002. Supplemental Resolutions Effective Upon Delivery of Counsel's Opinion as to No Material Adverse Effect. For any one or more of the following purposes and at any time or from time to time, a Supplemental Resolution may be adopted, which, upon (i) delivery of a Counsel's Opinion to the effect that the provisions of such, Supplemental Resolution will not have a material adverse effect on the interests of the Holders of Outstanding Bonds (in rendering such opinion, such counsel may rely on such certifications of (a) any banking or financial institution serving as financial advisor to JEA, as to financial and economic matters, (b) a consulting engineer, as to matters within its field of expertise and (c) such other experts, as to matters within their fields of expertise as it, in its reasonable judgment, determines necessary or

appropriate) and (ii) compliance with the provision of Section 1004, shall be fully effective in accordance with its terms:

(1) to cure any ambiguity, supply any omission, or cure or correct any defect or inconsistent provision in the Resolution;

(2) to insert such provisions clarifying matters or questions arising under the Resolution as are necessary or desirable and are not contrary to or inconsistent with the Resolution as theretofore in effect; or

(3) to make any other modification to amendment of the Resolution which such counsel in its reasonable judgment shall determine will not have a material adverse effect on the interests of Bondholders.

Notwithstanding any other provision of the Resolution, in determining whether the interests of the Holders of Outstanding Bonds are materially adversely affected, such counsel shall consider the effect on the Holders of any Bonds for which Credit Enhancement has been provided without regard to such Credit Enhancement.

1003. Supplemental Resolutions Effective with Consent of Bondholders. At any time or from time to time, a Supplemental Resolution may be adopted subject to consent by Bondholders in accordance with and subject to the provisions of Article XI, which Supplemental Resolution, upon compliance with the provisions of said Article XI, shall become fully effective in accordance with its terms as provided in said Article XI.

1004. General Provisions. 1. The Resolution shall not be modified or amended in any respect except as provided in and in accordance with and subject to the provisions of this Article X and Article XI. Nothing in this Article X or Article XI contained shall affect or limit the right or obligation of JEA to adopt, make, do, execute, acknowledge or deliver any resolution, act or other instrument pursuant to the provisions of Section 704 or the right or obligation of JEA to execute and deliver to any Fiduciary any instrument which elsewhere in the Resolution it is provided shall be delivered to said Fiduciary.

2. Any Supplemental Resolution referred to and permitted or authorized by Section 1001 or 1002 may be adopted by JEA without the consent of any of the Bondholders, but shall become effective only on the conditions, to the extent and at the time provided in said Sections, respectively. Prior to the effectiveness of any such Supplemental Resolution JEA shall secure a Counsel's Opinion stating that such Supplemental Resolution has been duly and lawfully adopted in accordance with the provisions of the Resolution, is authorized or permitted by the Resolution, and is valid and binding upon JEA in accordance with its terms.

3. No Supplemental Resolution shall change or modify any of the rights or obligations of any Fiduciary without its written assent thereto.

4. Promptly following the adoption thereof, JEA shall send to each Credit Enhancer a copy of each Supplemental Resolution adopted pursuant to Section 1002 or Article

XI of the Resolution, together with a full transcript of all proceedings relating to the adoption thereof.

ARTICLE XI

AMENDMENTS

1101. Mailing. Any provision in this Article for the mailing of a notice or other paper to Bondholders shall be fully complied with if it is mailed postage prepaid (i) to each Holder of affected Bonds then Outstanding at its address, if any, appearing upon the registry books of JEA and (ii) to each Holder of any affected Bearer Commercial Paper Note who shall have filed with JEA an address for notices.

1102. Powers of Amendment. Any modification or amendment of the Resolution and of the rights and obligations of JEA and of the Holders of the Bonds thereunder, in any particular, may be made by a Supplemental Resolution, with the written consent given as provided in Section 1103 (i) of the Holders of not less than a majority in principal amount of the Bonds affected by such modification or amendment Outstanding at the time such consent is given, and (ii) in case the modification or amendment changes the terms of any Sinking Fund Installment, of the Holders of not less than a majority in principal amount of the Bonds of the particular Issue, Series and maturity entitled to such Sinking Fund Installment and Outstanding at the time such consent is given; *provided, however*, that if such modification or amendment will, by its terms, not take effect so long as any Bonds of any specified like Issue, Series and maturity remain Outstanding, the consent of the Holders of such Bonds shall not be required and such Bonds shall not be deemed to be Outstanding for the purpose of any calculation of Outstanding Bonds under this Section. No such modification or amendment shall permit a change in the terms of redemption or maturity of the principal of any Outstanding Bond or of any installment of interest thereon or a reduction in the principal amount or the Redemption Price thereof or in the rate of interest thereon without the consent of the Holder of such Bond, or shall reduce the percentages or otherwise affect the classes of Bonds the consent of the Holders of which is required to effect any such modification or amendment, or shall change or modify any of the rights or obligations of any Fiduciary without its written assent thereto. For the purpose of this Section, a Series shall be deemed to be affected by a modification or amendment of the Resolution if the same adversely affects or diminishes the rights of the Holders of Bonds of such Series. JEA may in its discretion determine whether or not in accordance with the foregoing powers of amendment Bonds of any particular Series or maturity or any particular Commercial Paper Notes or Medium-Term Notes would be affected by any modification or amendment of the Resolution and any such determination shall, absent manifest error, be binding and conclusive on JEA and all Holders of Bonds. For the purpose of this Section, a change in the terms of redemption of any Outstanding Bond shall be deemed only to affect such Bond, and shall be deemed not to affect any other Bond. For the purpose of this Section, the Holders of any Bonds may include the initial Holders thereof, regardless of whether such Bonds are being held for resale.

1103. Consent of Bondholders. JEA may at any time adopt a Supplemental Resolution making a modification or amendment permitted by the provisions of Section 1102 to take effect

when and as provided in this Section. A copy of such Supplemental Resolution (or brief summary thereof or reference thereto), together with a request to affected Bondholders for their consent thereto, shall be mailed by JEA to affected Bondholders (but failure of any affected Bondholder to receive such copy and request shall not affect the validity of the Supplemental Resolution when consented to as in this Section provided); *provided, however*, that if any Bearer Commercial Paper Notes then shall be Outstanding, JEA shall also publish such copy, summary or reference and such request for consent in an Authorized Newspaper at least once a week for two successive weeks. Such Supplemental Resolution shall not be effective unless and until (i) there shall have been filed with JEA (a) the written consents of Holders of the percentages of affected Outstanding Bonds specified in Section 1102 and (b) a Counsel's Opinion stating that such Supplemental Resolution has been duly and lawfully adopted and filed by JEA in accordance with the provisions of the Resolution, is authorized or permitted by the Resolution, and is valid and binding upon JEA in accordance with its terms, and (ii) a notice shall have been mailed as hereinafter in this Section 1103 provided. Each such consent shall be effective only if accompanied by proof of the holding, at the date of such consent, of the Bonds with respect to which such consent is given, which proof shall be such as is permitted by Section 1202. A certificate or certificates executed by an Authorized Officer of JEA stating that such Officer has examined such proof and that such proof is sufficient in accordance with Section 1202 shall be *prima facie* evidence that the consents have been given by the Holders of the Bonds described in such certificate or certificates. Any such consent shall be binding upon the Holder of the affected Bonds giving such consent and, anything in Section 1202 to the contrary notwithstanding, upon any subsequent Holder of such affected Bonds and of any Bonds issued in exchange therefor (whether or not such subsequent Holder thereof has notice thereof), and such consent (once given) may not be revoked. At any time after the Holders of the required percentages of affected Bonds shall have filed their consents to the Supplemental Resolution, an Authorized Officer of JEA shall make and file with the records of JEA a written statement that the Holders of such required percentages of affected Bonds have filed consents. Such written statements shall be *prima facie* evidence that such consents have been so filed. At any time thereafter, notice stating in substance that the Supplemental Resolution adopted by JEA on a stated date (a copy of which is on file with JEA) has been consented to by the Holders of the required percentages of affected Bonds and will be effective as provided in this Section 1103, may be given to affected Bondholders by JEA by mailing such notice to affected Bondholders (but failure of any affected Bondholder to receive such notice shall not prevent such Supplemental Resolution from becoming effective and binding as in this Section 1103 provided) not more than 90 days after the Holders of the required percentages of affected Bonds shall have filed their consents to the Supplemental Resolution and the written statement of an Authorized Officer of JEA hereinabove provided for is filed. JEA shall file with its records proof of the mailing of such notice. A record, consisting of the certificates or statements required or permitted by this Section 1103 to be made by JEA, shall be proof of the matters therein stated. Such Supplemental Resolution making such amendment or modification shall be deemed conclusively binding upon JEA, the Fiduciaries and the Holders of all Bonds at the expiration of 40 days after the filing with the records of JEA of the proof of the mailing of such last mentioned notice, except in the event of a final decree of a court of competent jurisdiction setting aside such Supplemental Resolution in a legal action or equitable proceeding for such purpose commenced within such 40 day period; *provided, however*, that any Fiduciary and JEA during such 40 day

period and any such further period during which any such action or proceeding may be pending shall be entitled in their absolute discretion to take such action, or to refrain from taking such action, with respect to such Supplemental Resolution as they may deem expedient.

1104. Modifications by Unanimous Consent. The terms and provisions of the Resolution and the rights and obligations of JEA and of the Holders of the Bonds thereunder may be modified or amended in any respect upon the adoption by JEA of a Supplemental Resolution and the consent of the Holders of all of the affected Bonds then Outstanding, such consent to be given as provided in Section 1103 except that no notice to affected Bondholders by mailing (or publication) shall be required; *provided, however*, that no such modification or amendment shall change or modify any of the rights or obligations of any Fiduciary without the filing with the records of JEA of the written assent thereto of such Fiduciary in addition to the consent of the affected Bondholders.

1105. Exclusion of Bonds. Bonds owned or held by or for the account of JEA shall not be deemed outstanding for the purpose of consent or other action or any calculation of affected outstanding Bonds provided for in this Article XI, and JEA shall not be entitled with respect to such Bonds to give any consent or take any other action provided for in this Article. At the time of any consent or other action taken under this Article, an Authorized Officer of JEA shall file with the records of JEA a certificate as to all Bonds so to be excluded.

1106. Notation on Bonds. Bonds authenticated and delivered after the effective date of any action taken as in Article X or this Article XI provided may, if JEA so determines, bear a notation by endorsement or otherwise in form approved by JEA as to such action, and in that case upon demand of the Holder of any Bond Outstanding at such effective date and presentation of its Bond for the purpose at the principal office of the Bond Registrar or upon any transfer or exchange of any Bond Outstanding at such effective date, suitable notation shall be made on such Bond or upon any Bond issued upon any such transfer or exchange by the Bond Registrar as to any such action. If JEA shall so determine, new Bonds so modified as in the opinion of JEA to conform to such action shall be prepared, authenticated and delivered, and upon demand of the Holder of any Bond then Outstanding shall be exchanged, without cost to such Bondholder, for Bonds of the same Issue, Series, principal amount, maturity and interest rate then Outstanding, upon surrender of such Bonds. Any action taken as in Article X or this Article XI provided shall be effective and binding upon all Holders of Bonds notwithstanding that the notation is not endorsed on all Bonds.

ARTICLE XII

MISCELLANEOUS

1201. Defeasance. 1. If JEA shall pay or cause to be paid, or there shall otherwise be paid, to the Holders of all Bonds the principal or Redemption Price, if applicable, and interest due or to become due thereon, at the times and in the manner stipulated therein and in the Resolution, then the pledge of the Trust Estate and each separate subaccount in the Debt Service Reserve Account in the Debt Service Fund, and all covenants, agreements and other obligations of JEA to the Bondholders, shall thereupon cease, terminate and become void and be discharged

and satisfied. In such event, the Fiduciaries shall pay over or deliver to JEA all moneys or securities held by them pursuant to the Resolution which are not required for the payment of principal or Redemption Price, if applicable, of and interest on Bonds. If JEA shall pay or cause to be paid, or there shall otherwise be paid, to the Holders of any Outstanding Bonds the principal or Redemption Price, if applicable, and interest due or to become due thereon, at the times and in the manner stipulated therein and in the Resolution, such Bonds shall cease to be entitled to any lien, benefit or security under the Resolution, and all covenants, agreements and obligations of JEA to the Holders of such Bonds shall thereupon cease, terminate and become void and be discharged and satisfied.

2. Bonds or interest installments for the payment or redemption of which moneys shall have been set aside and shall be held in trust by the Paying Agents (through deposit by JEA of funds for such payment or redemption or otherwise) at the maturity or redemption date thereof shall be deemed to have been paid within the meaning and with the effect expressed in subsection 1 of this Section 1201. In addition, any Outstanding Bonds shall prior to the maturity or redemption date thereof be deemed to have been paid within the meaning and with the effect expressed in subsection 1 of this Section (a) upon compliance with the provisions of subsection 3 of this Section or (b) if JEA shall have satisfied all of the conditions precedent to such Bonds being so deemed to have been paid set forth in the Supplemental Resolution or Supplemental Resolutions authorizing the Issue and Series of which such Bonds are a part.

3. Subject to the provisions of subsections 4 through 8 of this Section 1201, any Outstanding Bonds shall prior to the maturity or redemption date thereof be deemed to have been paid within the meaning and with the effect expressed in subsection 1 of this Section 1201 if (a) in case any of said Bonds are to be redeemed on any date prior to their maturity, JEA shall have given to the Escrow Agent therefor instructions accepted in writing by such Escrow Agent to give as provided in Article IV notice of redemption of such Bonds (other than Bonds which have been purchased or otherwise acquired by JEA as hereinafter provided prior to the giving of such notice of redemption) on said date, (b) there shall have been deposited with the Escrow Agent therefor either moneys (including moneys withdrawn and deposited pursuant to subsection 5 of Section 507 and subsection 5 of Section 508) in an amount which shall be sufficient, or Defeasance Securities the principal of and the interest on which when due will provide moneys which, together with the moneys, if any, deposited with such Escrow Agent at the same time, shall be sufficient, to pay when due the principal or Redemption Price, if applicable, and interest due and to become due on said Bonds on or prior to the redemption date or maturity date thereof, as the case may be, and (c) in the event said Bonds are not to be redeemed or paid at maturity within the next succeeding 60 days, JEA shall have given such Escrow Agent in form satisfactory to it instructions to give, as soon as practicable, by first-class mail, postage prepaid, to the Holders of such Bonds at their last addresses appearing on the books of JEA kept at the office of the Bond Registrar a notice that the deposit required by clause (b) above has been made with such Escrow Agent and that said Bonds are deemed to have been paid in accordance with this Section 1201 and stating such maturity or redemption date upon which moneys are expected, subject to the provisions of subsection 8 of this Section 1201, to be available for the payment of the principal or Redemption Price, if applicable, on said Bonds (other than Bonds which have been purchased or otherwise acquired by JEA and delivered to such Escrow Agent as hereinafter provided prior to the giving of the notice of redemption

referred to in clause (a) hereof). Any notice given pursuant to the preceding sentence with respect to Bonds which constitute less than all of the Outstanding Bonds of any maturity within a Series shall specify the letter and number or other distinguishing mark of each such Bond. The Escrow Agent shall, as and to the extent necessary, apply moneys held by it pursuant to this Section 1201 to the retirement of said Bonds in amounts equal to the unsatisfied balances (determined as provided in Section 515) of any Sinking Fund Installments with respect to such Bonds, all in the manner provided in the Resolution. The Escrow Agent, shall, if so directed by JEA (i) prior to the maturity date of Bonds deemed to have been paid in accordance with this Section 1201 which are not to be redeemed prior to their maturity date or (ii) prior to the giving of the notice of redemption referred to in clause (a) above with respect to any Bonds deemed to have been paid in accordance with this Section 1201 which are to be redeemed on any date prior to their maturity, apply moneys deposited with it in respect of such Bonds and redeem or sell Defeasance Securities so deposited with the Escrow Agent and apply the proceeds thereof to the purchase of such Bonds and, except as provided in Section 309 with respect to Book Entry Bonds, the Escrow Agent shall immediately thereafter surrender all such Bonds so purchased to the Bond Registrar for cancellation; provided, however, that the moneys and Defeasance Securities remaining on deposit with the Escrow Agent after the purchase and cancellation of such Bonds (or, in the case of a purchase of a portion of Book Entry Bonds, the deemed cancellation thereof in accordance with subsection 6 of Section 309) shall be sufficient to pay when due the Principal Installments or Redemption Price, if applicable, and interest due or to become due on all Bonds, in respect of which such moneys and Defeasance Securities are being held by the Escrow Agent on or prior to the redemption date or maturity date thereof, as the case may be. If, at any time (i) prior to the maturity date of Bonds deemed to have been paid in accordance with this Section 1201 which are not to be redeemed prior to their maturity date or (ii) prior to the giving of the notice of redemption referred to in clause (a) with respect to any Bonds deemed to have been paid in accordance with this Section 1201 which are to be redeemed on any date prior to their maturity, JEA shall purchase or otherwise acquire any such Bonds and, except as provided in Section 309 with respect to Book Entry Bonds, deliver such Bonds to the Escrow Agent prior to their maturity date or redemption date, as the case may be, the Escrow Agent shall immediately surrender all such Bonds so delivered to the Bond Registrar for cancellation; *provided, however,* that the moneys and Defeasance Securities remaining on deposit with the Escrow Agent after the purchase and cancellation of such Bonds (or, in the case of a purchase of Book Entry Bonds, the deemed cancellation thereof in accordance with subsection 6 of Section 309) shall be sufficient to pay when due the Principal Installments or Redemption Price, if applicable, and interest due or to become due on all Bonds, in respect of which moneys and Defeasance Securities are being held by the Escrow Agent on or prior to the redemption date or maturity date thereof, as the case may be. If, at any time (i) prior to the maturity date of Bonds deemed to have been paid in accordance with this Section 1201 which are not to be redeemed prior to their maturity date or (ii) prior to the giving of the notice of redemption referred to in clause (a) with respect to any Bonds deemed to have been paid in accordance with this Section 1201 which are to be redeemed on any date prior to their maturity, JEA shall purchase or otherwise acquire any such Bonds and, except as provided in Section 309 with respect to Book Entry Bonds, deliver such Bonds to the Escrow Agent prior to their maturity date or redemption date, as the case may be, the Escrow Agent shall immediately surrender all such Bonds so delivered to the Bond Registrar(s) therefor for cancellation; such

delivery of Bonds to the Escrow Agent (or, in the case of a purchase of Book Entry Bonds, the deemed cancellation thereof in accordance with subsection 6 of Section 309) shall be accompanied by directions from JEA to the Escrow Agent as to the manner in which such Bonds are to be applied against the obligation of the Escrow Agent to pay or redeem Bonds deemed paid in accordance with this Section 1201. The directions given by JEA to the Escrow Agent referred to in the preceding sentences shall also specify the portion, if any, of such Bonds so purchased or delivered and cancelled or deemed cancelled to be applied against the obligation of the Escrow Agent to pay Bonds deemed paid in accordance with this Section 1201 upon their maturity date or dates and the portion, if any, of such Bonds so purchased or delivered and cancelled or deemed cancelled to be applied against the obligation of the Escrow Agent to redeem Bonds deemed paid in accordance with this Section 1201 on any date or dates prior to their maturity. In the event that on any date as a result of any purchases, acquisitions and cancellations or deemed cancellations of Bonds as provided in this Section 1201 the total amount of moneys and Defeasance Securities remaining on deposit with the Escrow Agent under this Section 1201 is in excess of the total amount which would have been required to be deposited with the Escrow Agent on such date in respect of the remaining Bonds in order to satisfy clause (b) of this subsection 3 of Section 1201, the Escrow Agent shall, if requested by JEA, pay the amount of such excess to JEA free and clear of any trust, lien or pledge securing said Bonds or otherwise existing under the Resolution. Except as otherwise provided in this subsection 3 of Section 1201 and in subsections 4 through 8 of this Section 1201, neither Defeasance Securities nor moneys deposited with the Escrow Agent pursuant to this Section 1201 nor principal or interest payments on any such Defeasance Securities shall be withdrawn or used for any purpose other than, and shall be held in trust for, the payment of the principal or Redemption Price, if applicable, and interest on said Bonds; *provided* that any cash received from such principal or interest payments on such Defeasance Securities deposited with the Escrow Agent, (A) to the extent such cash will not be required at any time for such purpose, shall be paid over to JEA as received by the Escrow Agent, free and clear of any trust, lien or pledge securing said Bonds or otherwise existing under the Resolution, and (B) to the extent such cash will be required for such purpose at a later date, shall, to the extent practicable, be reinvested in Defeasance Securities maturing at times and in amounts sufficient to pay when due the principal or Redemption Price, if applicable, and interest to become due on said Bonds on or prior to such redemption date or maturity date thereof, as the case may be, and interest earned from such reinvestments shall be paid over to JEA as received by the Escrow Agent, (C) to the extent such cash will not be required at any time for such purpose, free and clear of any trust, lien or pledge securing said Bonds or otherwise existing under the Resolution, and (D) to the extent such cash will be required for such purpose at a later date, shall, to the extent practicable, be reinvested in Defeasance Securities maturing at times and in amounts sufficient to pay when due the principal or Redemption Price, if applicable, and interest to become due on said Bonds on or prior to such redemption date or maturity date thereof, as the case may be, and interest earned from such reinvestments shall be paid over to JEA as received by the Escrow Agent, free and clear of any trust, lien or pledge securing said Bonds or otherwise existing under the Resolution..

4. For purposes of determining whether Variable Rate Bonds shall be deemed to have been paid prior to the maturity or redemption date thereof, as the case may be, by the deposit of moneys, or Defeasance Securities and moneys, if any, in accordance with the

first sentence of subsection 3 of Section 1201, the interest to come due on such Variable Rate Bonds on or prior to the maturity date or redemption date thereof, as the case may be, shall be calculated at the maximum rate permitted by the terms thereof; *provided, however*, that if on any date, as a result of such Variable Rate Bonds having borne interest at less than such maximum rate for any period, the total amount of moneys and Defeasance Securities on deposit with the Escrow Agent for the payment of interest on such Variable Rate Bonds is in excess of the total amount which would have been required to be deposited with the Escrow Agent on such date in respect of such Variable Rate Bonds in order to satisfy the first sentence of subsection 3 of Section 1201, the Escrow Agent shall, if requested by JEA, pay the amount of such excess to JEA free and clear of any trust, lien or pledge securing the Bonds or otherwise existing under the Resolution.

5. Option Bonds shall be deemed to have been paid in accordance with the first sentence of subsection 3 of this Section 1201 only if, in addition to satisfying the requirements of clauses (a) and (c) of such sentence, there shall have been deposited with the Escrow Agent moneys (including moneys withdrawn and deposited pursuant to subsection 5 of Section 507 and subsection 5 of Section 508) in an amount which shall be sufficient to pay when due the maximum amount of principal of and premium, if any, and interest on such Bonds which could become payable to the Holders of such Bonds upon the exercise of any options provided to the Holders of such Bonds; *provided, however*, that if, at the time a deposit is made with the Escrow Agent pursuant to subsection 3 of this Section, the options originally exercisable by the Holder of an Option Bond are no longer exercisable, such Bond shall not be considered an Option Bond for purposes of this subsection 5. If any portion of the moneys deposited with the Escrow Agent for the payment of the principal of and premium, if any, and interest on Option Bonds is not required for such purpose, the Escrow Agent shall, if requested by JEA, pay the amount of such excess to JEA free and clear of any trust, lien or pledge securing said Bonds or otherwise existing under the Resolution.

6. Defeasance Securities described in clause (g) of the definition thereof may be included in the Defeasance Securities deposited with the Escrow Agent in order to satisfy the requirements of clause (b) of subsection 3 of this Section 1201 only if the determination as to whether the moneys and Defeasance Securities to be deposited with the Escrow Agent in order to satisfy the requirements of such clause (b) would be sufficient to pay when due either on the maturity date thereof or, in the case of any Bonds to be redeemed prior to the maturity date thereof, on the redemption date or dates specified in any notice of redemption to be given by the Escrow Agent or in the instructions to give a notice of redemption provided to the Escrow Agent in accordance with subsection 3 of this Section 1201, the principal and Redemption Price, if applicable, and interest on the Bonds which will be deemed to have been paid as provided in subsection 3 of this Section 1201 is made both (i) on the, assumption that the Defeasance Securities described in such clause (g) were not redeemed at the option of the issuer prior to the maturity date thereof and (ii) on the assumptions that such Defeasance Securities would be redeemed by the issuer thereof at its option on each date on which such option could be exercised, that as of such date or dates interest ceased to accrue on such Defeasance Securities and that the proceeds of such redemption would not be reinvested by the Escrow Agent.

7. In the event that after compliance with the provisions of subsection 6 of this Section 1201 the Defeasance Securities described in clause (e) of the definition thereof are included in the Defeasance Securities deposited with the Escrow Agent in order to satisfy the requirements of clause (b) of subsection 3 of this Section 1201 and any such Defeasance Securities are actually redeemed by the issuer thereof prior to their maturity date, then the Escrow Agent at the direction of JEA; *provided*, that the aggregate of the moneys and Defeasance Securities to be held by the Escrow Agent, taking into account any changes in redemption dates or instructions to publish notice of redemption given to the Escrow Agent by JEA in accordance with subsection 8 of this Section 1201, shall at all times be sufficient to satisfy the requirements of clause (b) of subsection 3 of this Section 1201, shall reinvest the proceeds of such redemption in Defeasance Securities.

8. In the event that after compliance with the provisions of paragraph 6 of this Section 1201 the Defeasance Securities described in clause (g) of the definition thereof are included in the Defeasance Securities deposited with the Escrow Agent in order to satisfy the requirements of clause (b) of subsection 3 of this Section 1201, then any notice of redemption to be given by the Escrow Agent and any set of instructions relating to a notice of redemption given to the Escrow Agent may provide, at the option of JEA, that any redemption date or dates in respect of all or any portion of the Bonds to be redeemed on such date or dates may at the option of JEA be changed to any other permissible redemption date or dates and that redemption dates may be established for any Bonds deemed to have been paid in accordance with this Section 1201 upon their maturity date or dates at any time prior to the actual giving of any applicable notice of redemption in the event that all or any portion of any Defeasance Securities described in clause (g) of the definition thereof have been called for redemption pursuant to an irrevocable notice of redemption or have been redeemed by the issuer thereof prior to the maturity date thereof; no such change of redemption date or dates or establishment of redemption date or dates may be made unless taking into account such changed redemption date or dates or newly established redemption date or dates the moneys and Defeasance Securities on deposit with the Escrow Agent including any Defeasance Securities deposited with the Escrow Agent in connection with any reinvestment of redemption proceeds in accordance with subsection 7 of this Section 1201 pursuant to clause (b) of subsection 3 of this Section 1201 would be sufficient to pay when due the principal and Redemption Price, if applicable, and interest on all Bonds deemed to have been paid in accordance with subsection 3 of this Section 1201 which have not as yet been paid.

9. Anything in the Resolution to the contrary notwithstanding, any moneys held by a Fiduciary in trust for the payment and discharge of any of the Bonds which remain unclaimed for six years after the date when such Bonds have become due and payable, either at their stated maturity dates or by call for earlier redemption, if such moneys were held by the Fiduciary at such date, or for six years after the date of deposit of such moneys if deposited with the Fiduciary after the said date when such Bonds become due and payable, shall, at the written request of JEA, be repaid by the Fiduciary to JEA, as its absolute property and free from trust, and the Fiduciary shall thereupon be released and discharged with respect thereto and the Bondholders shall look only to JEA for the payment of such Bonds; *provided, however*, that before being required to make any such payment to JEA the Fiduciary shall, at the expense of JEA, cause to be published at least twice, at an interval of not less than seven days between

publications, in an Authorized Newspaper, a notice that said moneys remain unclaimed and that, after a date named in said notice, which date shall not be less than 30 days after the date of the first publication of such notice, the balance of such moneys then unclaimed will be returned to JEA.

1202. Evidence of Signatures of Bondholders and Ownership of Bonds. 1. Any request, consent, revocation of consent or other instrument which the Resolution may require or permit to be signed and executed by the Bondholders may be in one or more instruments of similar tenor, and shall be signed or executed by such Bondholders or by their attorneys appointed in writing. Proof of the execution of any such instrument, or of an instrument appointing any such attorney, shall be sufficient for any purpose of the Resolution (except as otherwise therein expressly provided) if made in the following manner, or in any other manner satisfactory to JEA, which may nevertheless in its discretion require further or other proof in cases where it deems the same desirable:

(a) The fact and date of the execution by any Bondholder or his attorney of such instrument may be proved by a guarantee of the signature thereon by a bank or trust company or by the certificate of any notary public or other officer authorized to take acknowledgements of deeds, that the person signing such request or other instrument acknowledged to him the execution thereof, or by an affidavit of a witness of such execution, duly sworn to before such notary public or other officer. Where such execution is by an officer of a corporation or association or a member of a partnership, on behalf of such corporation, association or partnership, such signature, guarantee, certificate or affidavit shall also constitute sufficient proof of the authority of such officer or member.

(b) The amount of Bearer Commercial Paper Notes held by any person executing any instrument as a Holder, the date of such person's holding such Bearer Commercial Paper Notes, and the numbers and other identification thereof, may be proved by a certificate, which need not be acknowledged or verified, in form satisfactory to an Authorized Officer of JEA, executed by an Authorized Officer of JEA or by a member of a financial firm or by an officer of a bank, trust company, insurance company, or financial corporation or other depository wherever situated, or by a registered representative of a securities firm or corporation which is a member of the National Association of Securities Dealers, Inc., showing at the date therein mentioned that such person exhibited to such member, officer or registered representative or had on deposit with such depository the Bearer Commercial Paper Notes described in such certificate. Such certificate may be given by a member of a financial firm or by an officer of any bank, trust company, insurance company or financial corporation or depository or by a registered representative of a securities firm or corporation which is a member of the National Association of Securities Dealers, Inc. with respect to Bearer Commercial Paper Notes owned by it. In addition to the foregoing provisions, JEA may from time to time make such reasonable regulations as it may deem advisable permitting other proof of holding of Bearer Commercial Paper Notes.

2. The ownership of Bonds (other than Bearer Commercial Paper Notes) and the amount, numbers and other identification, and date of holding the same shall be proved by the registry books.

3. Any request or consent by the owner of any Bond shall bind all future owners of such Bond in respect of anything done or suffered to be done by JEA or any Fiduciary in accordance therewith.

4. Subject to the provisions of Section 1208 of the Resolution, underwriters or initial purchasers of Bonds of any Series may consent to any modification or amendment to the Resolution; and such consent, if given at a time at which such underwriters or initial purchasers own such Series of Bonds, shall bind subsequent owners of such Series of Bonds.

1203. Moneys Held for Particular Bonds. The amounts held by any Fiduciary for the payment of the interest, principal or Redemption Price due on any date with respect to particular Bonds shall, on and after such date and pending such payment, be set aside on its books and held in trust by it for the Holders of the Bonds entitled thereto.

1204. Preservation and Inspection of Documents. All documents received by any Fiduciary under the provisions of the Resolution shall be, retained in its possession and shall be subject at all reasonable times to the inspection of JEA, any other Fiduciary, and by Bondholders and their agents and their representatives, any of whom may make copies thereof.

1205. Parties Interested Herein. Nothing in the Resolution expressed or implied is intended or shall be construed to confer upon, or to give to, any person or corporation, other than JEA, the Fiduciaries, the Holders of the Bonds and any Credit Enhancers, any right, remedy or claim under or by reason of the Resolution or any covenant, condition or stipulation thereof; and all the covenants, stipulations, promises and agreements in the Resolution contained by and on behalf of JEA shall be for the sole and exclusive benefit of JEA, the Fiduciaries, the Holders of the Bonds and any Credit Enhancers; *provided, however,* that the foregoing shall not be construed so as to limit or restrict JEA's right to covenant in any other instrument for the benefit of any other entity that JEA will comply with any or all of such covenants, stipulations, promises or agreements, and that JEA will not amend, modify, supplement or change the same.

1206. No Recourse on the Bonds. No recourse shall be had for the payment of the principal of or interest on the Bonds or for any claim based thereon or on the Resolution against any present or former member or officer of JEA or any person executing the Bonds.

1207. Publication of Notice; Suspension of Publication. 1. Any publication to be made under the provisions of the Resolution in successive weeks or on successive dates may be made in each instance upon any business day of the week and need not be made in the same Authorized Newspaper for any or all of the successive publications but may be made in a different Authorized Newspaper.

2. If, because of the temporary or permanent suspension of the publication or general circulation of any Authorized Newspaper or for any other reason, it is impossible or impractical to publish any notice pursuant to the Resolution in the manner herein provided, then such publication in lieu thereof shall constitute a sufficient publication of such notice.

3. All notices and other documents required or permitted to be given to Holders of Bonds also shall be given to each Credit Enhancer, at the address to be specified by it by notice in writing to JEA.

1208. Action by Credit Enhancer When Action by Bondholders Required. Except as otherwise provided in a Supplemental Resolution authorizing Bonds for which Credit Enhancement is being provided, if not in default in respect of any of its obligations with respect to Credit Enhancement for the Bonds of a Series, or a maturity within a Series, the Credit Enhancer for, and not the actual Holders of, the Bonds of a Series, or a maturity within a Series, or an interest rate within a maturity, for which such Credit Enhancement is being provided, shall be deemed to be the Holder of Bonds of any Series, or maturity within a Series, or an interest rate within a maturity, as to which it is the Credit Enhancer at all times for the purpose of (i) giving any approval or consent to the effectiveness of any Supplemental Resolution or any amendment, change or modification of the Resolution as specified in Sections 1003, 1102, 1103 and 1104 or any other provision hereof, which requires the written approval or consent of Holders; *provided, however*, that the provisions of this Section shall not apply to any change in the terms of redemption or maturity of the principal of any Outstanding Bond or of any installment of interest thereon or a reduction in the principal amount or the Redemption Price thereof or in the rate of interest thereon, or shall reduce the percentages or otherwise affect the classes of Bonds the consent of the Holders of which is required to effect any such modification or amendment, or shall change or modify any of the rights or obligations of any Fiduciary without its written assent thereto and (ii) giving any approval or consent, exercising any remedies or taking any other action in accordance with the provisions of Article VIII hereof.

1209. Severability of Invalid Provisions. If any one or more of the covenants or agreements provided in the Resolution on the part of JEA or any Fiduciary to be performed should be contrary to law, then such covenant or covenants or agreement or agreements shall be deemed severable from the remaining covenants and agreements, and shall in no way affect the validity of the other provisions of the Resolution.

1210. Holidays. Except as may be provided otherwise in a Supplemental Resolution,, if the date for making any payment or the last date for performance of any act or the exercising of any right, as provided in the Resolution, shall be a legal holiday or a day on which banking institutions in the cities in which are located the principal offices of the Paying Agents are authorized by law to remain closed, such payment may be made or act performed or right exercised on the next succeeding day not a legal holiday or a day on which such banking institutions are authorized by law to remain closed, with the same force and effect as if done on the nominal date provided in the Resolution, and no interest shall accrue for the period after such nominal date unless otherwise provided by Supplemental Resolution.

1211. Validation of Bonds Authorized. Upon request of an Authorized Officer of JEA, JEA's Bond Counsel or the office of the General Counsel of the City is hereby authorized to institute appropriate proceedings in the Circuit Court of the Fourth Judicial Circuit of Florida, in and for Duval County, Florida, for the validation of the Bonds or of the Bonds of any Issue. The proper officers of JEA are hereby authorized to verify on behalf of JEA any pleadings in such proceedings.

1212. Rescission of Article IV of May 1998 Amending Resolution. JEA hereby rescinds Article IV of the May 1998 Amending Resolution, and such Article shall have no further force or effect.

ARTICLE XIII

EFFECTIVE DATE

1301. Effective Date. This Bulk Power Supply System Revenue Bond Resolution shall become effective immediately.

Approved and adopted by JEA on November 18, 2008.

JEA

By /s/ Catherine B. Whatley
Vice Chair

Attest:

 /s/ Ashton Hudson
Secretary

Form Approved:

 /s/ Edward C. Tannen
Assistant General Counsel