

*Leidos Proprietary*  
**USE AGREEMENT**

**Use of Work Products in connection with JEA's Invitation to Negotiate #127-19 for Strategic Alternatives**

This serves to document the acknowledgement and agreement (the "Use Agreement") between **Macquarie Infrastructure and Real Assets, Inc.** (the "Recipient") and **Leidos Engineering, LLC** ("Leidos" or "Independent Engineer"), with respect to the use of documents prepared by Leidos when providing an independent engineering review of JEA's Electric, Water and Wastewater, and District Energy System facilities (the "Project").

Effective August 21, 2019, Pillsbury Winthrop Shaw Pittman LLP ("Pillsbury") and Leidos executed a Professional Services Agreement ("PSA") for Leidos to provide an Independent Engineer's Report (the "Report") related to the Project for the purpose of supporting JEA's Invitation to Negotiate #127-19 for Strategic Alternatives, as amended from time to time (the "ITN").

The Recipient intends to rely on the Report prepared under the PSA and/or other analyses, data or information prepared by Leidos (collectively "Work Products"). In consideration of Leidos providing Work Products to the Recipient, the Recipient agrees as follows:

1. The services provided by Leidos pursuant to the PSA, and any Work Products, are intended to be used as described in such Work Product and solely in connection with the Recipient's submission of a Reply, Revised Reply and/or Best and Final Offer under the ITN (the "Intended Purpose"). The Recipient shall have the right to use and rely on the Work Products for the Intended Purpose under the terms of this Use Agreement. The Recipient agrees that it will not use the Work Products in furtherance of any purpose other than the Intended Purpose.
2. The Recipient agrees not to make any changes to the Work Products without the prior written approval of Leidos.
3. Leidos acknowledges that the Recipient may provide copies of the Work Products for informational purposes to its attorneys and independent engineers, potential financial parties, investors, underwriters, purchasers, advisors, representatives, insurance regulators or other parties in connection with the Intended Purpose or as required by law, regulation, legal, administrative or regulatory process (the "Recipient Parties") without Leidos' prior consent and without changing the limitation of liability as defined below. However, the Recipient acknowledges and agrees that the Recipient Parties may only have the right to rely on the Work Products provided Leidos and the Recipient Parties enter into a use agreement substantially in the form of this Use Agreement or as otherwise agreed in writing.
4. No employee of Leidos shall have individual liability to the Recipient. To the extent permitted by law, the total aggregate liability of Leidos for any and all claims arising out of the PSA, this Use Agreement, and all other use agreements related to the Project and any party's use of or reliance upon the Work Products, including any claims based upon negligence, errors, omissions, strict liability, breach of contract, contribution, or indemnity, shall not exceed one hundred fifty thousand dollars (U.S. \$150,000.00).
5. In no event and under no circumstances shall Leidos be liable to Recipient for any principal, interest, loss of anticipated revenues, earnings, profits, increased expense of

operations, loss by reason of shutdown or non-operation due to late completion or otherwise or for any other economic, consequential, indirect or special damages.

6. In no event and under no circumstance shall Pillsbury, JEA, or any of their respective affiliates (or any of their respective directors, officers, managers, members, partners, employees, or agents), or any of JEA's other advisors (or any of their respective directors, officers, managers, members, partners, employees, or agents), have any liability to Recipient, Recipient's counsel or other advisors, any Recipient Party, or any other person with respect to the Work Products, including, without limitation, with respect to its accuracy or its completeness.
7. Any dispute or action which arises under this Use Agreement or which relates in any way to this Use Agreement, the subject matter of this Use Agreement, or the Recipient's use of or reliance upon the Work Products shall be subject to binding arbitration in English under the Construction Industry Arbitration Rules as promulgated by the American Arbitration Association and arbitrability shall be subject to the Federal Arbitration Act. EACH PARTY UNDERSTANDS THAT, BY AGREEING TO ARBITRATE ANY DISPUTES BETWEEN THEM, THEY ARE GIVING UP RIGHTS, INCLUDING RIGHTS TO A TRIAL BY JURY, TO THE BROADER DISCOVERY PERMITTED IN COURT PROCEEDINGS, AND TO APPEAL.
8. In any action to enforce or interpret this Use Agreement, the prevailing party shall be entitled to recover, as part of its judgment, reasonable attorneys' fees and costs from the other party.
9. This Use Agreement shall be governed by, and construed in accordance with, the laws of the State of New York. The parties also agree that New York law will apply to any claim and/or litigation arising out of, or in any way related to, the use of or reliance upon the Work Products.
10. Any successor or assignee of Recipient receiving the Work Products must acknowledge and agree to the terms and conditions of this Use Agreement in order to gain any of Recipient's rights hereunder.

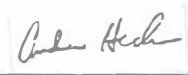
**ACKNOWLEDGED & AGREED**

**Macquarie Infrastructure and Real Assets Inc.**

Signature   
Name \_\_\_\_\_  
Title John Kim  
Assistant Secretary  
Date \_\_\_\_\_

Signature   
Name \_\_\_\_\_  
Title Charles Glorioso  
Compliance Officer  
Date \_\_\_\_\_

**LEIDOS ENGINEERING, LLC**

Signature   
Name Andrew Heck  
Title Contracts Representative  
Date 11/12/2019