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SUPPLEMENTAL TRUST INDENTURE

BY AND BETWEEN

CITY OF JACKSONVILLE, FLORIDA

AND

THE BANK OF NEW YORK MELLON

as Successor Trustee

Dated as of September 1, 2024

Amending the  
Trust Indenture

Dated as of March 1, 1994

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THIS SUPPLEMENTAL TRUST INDENTURE is made and entered into as of the 1<sup>st</sup> day of September 2024 ("the Supplement"), by and between the City of Jacksonville, Florida (the "Issuer") and The Bank of New York Mellon (formerly known as The Bank of New York), a New York banking corporation, as successor trustee (the "Trustee") under the Trust Indenture, dated as of March 1, 1994, by and between the Trustee and the Issuer (the "Indenture").

W I T N E S S E T H:

WHEREAS, the Issuer and the Trustee entered into the Indenture which provided for the issuance by the Issuer of its Pollution Control Revenue Refunding Bonds (Florida Power & Light Company Project) Series 1994 (the "Series 1994 Bonds"); and

WHEREAS, proceeds of the Series 1994 Bonds were loaned to Florida Power & Light Company ("FPL") to refinance certain bonds previously issued by the Issuer for the benefit of FPL, which loan was made pursuant to a Loan Agreement dated as of March 1, 1994 between the Issuer and FPL (the "Loan Agreement"); and

WHEREAS, the Series 1994 Bonds currently mature on September 1, 2024, and FPL has requested the Issuer and the Trustee to approve an extension of the maturity date of the Series 1994 Bonds to September 1, 2029; and

WHEREAS, the Series 1994 Bonds were recently subject to mandatory tender for purchase on August 21, 2024 and remarketed to new holders on August 21, 2024, 100% of which new holders have consented to the extension of the maturity date for the Series 1994 Bonds and, based upon such bondholder consent and receipt of the opinions required to be delivered pursuant to the Indenture, the Issuer and the Trustee have agreed to the extension of the maturity date for the Series 1994 Bonds; and

WHEREAS, all acts and things necessary to constitute this Supplement a valid indenture and agreement according to its terms have been done and performed.

NOW, THEREFORE, for good and valuable consideration, the sufficiency of which is hereby acknowledged, the Issuer and the Trustee hereby agree as follows:

Section 1. Definitions. All terms used herein that are defined in the Indenture shall have the meanings assigned to them therein.

Section 2. Amendment to Indenture. The Indenture is hereby amended in the following respects:

(a) The definition of "Maturity Date" contained in Section 101 of the Indenture is hereby amended to read in its entirety as follows:

"Maturity Date" shall mean September 1, 2029.

(b) The form of Bond attached as Exhibit A to the Indenture is hereby amended by changing the Maturity Date on the first page thereof to read "September 1, 2029."

Section 3. Ratification of Indenture; Consent of Holders. As amended hereby, the Indenture is in all respects ratified and confirmed and the Indenture as so amended hereby shall be read, taken and construed as one and the same instrument. The extension of the Maturity Date as provided for in this Supplement shall become effective as of the date of execution of this Supplement. The Trustee is hereby directed to authenticate a new bond certificate reflecting the new maturity date and to cancel and dispose of the initial bond certificate representing the Series 1994 Bonds in accordance with the Trustee's procedures for the disposition of cancelled securities.

Section 4. Joinder by FPL. FPL, by executing the acknowledgement below, joins in this Supplement for purposes of consenting to and acknowledging the extension of the Maturity Date of the Series 1994 Bonds, agrees to continue to be bound by the terms of the Loan Agreement through the new Maturity Date of the Series 1994 Bonds, and agrees to pay costs incurred in obtaining the written consent of the holders of the Series 1994 Bonds.

Section 5. Severability. If any provision of this Supplement shall be held or deemed to be or shall, in fact, be inoperative or unenforceable as applied in any particular case and any jurisdiction or jurisdictions or in all jurisdictions, or in all cases, because it conflicts with any other provision or provisions hereof or any constitution, statute, rule or public policy, or for any other reason, such circumstances shall not have the effect of rendering the provision in question inoperative or unenforceable in any other case or circumstance, or of rendering any other provision or provisions herein contained invalid, inoperative or unenforceable to any extent whatever.

The invalidity of any one or more phrases, sentences, clauses, sections or subsections contained in this Supplement shall not affect the remaining portions of this Supplement or any part thereto.

Section 6. Counterparts. This Supplement may be executed in several counterparts, each of which shall be an original and all of which shall constitute one instrument.

Section 7. Governing Law. This Supplement shall be governed by and construed in accordance with the laws of the State of Florida.

Section 8. Concerning the Trustee. The recitals contained herein shall be taken as the statements of the Issuer and FPL, and the Trustee assumes no responsibility for their correctness. The Trustee makes no representations as to the validity or sufficiency of this Supplement. All of the provisions contained in the Indenture and the Agreement in respect of the rights, privileges, protections, indemnities and immunities granted to the Trustee thereunder shall be applicable in respect of this Supplement as fully and with like effect as if set forth herein in full.

IN WITNESS WHEREOF, the Issuer has caused these presents to be signed in its name and on its behalf and attested by its duly authorized officers and to evidence its acceptance of the trusts hereby created the Trustee has caused these presents to be signed in its name and on its behalf by its duly authorized officer, all as of the day and year first above written.

CITY OF JACKSONVILLE, FLORIDA

(SEAL)

By: \_\_\_\_\_  
Donna Deegan, Mayor

ATTEST:

\_\_\_\_\_  
James R. McCain, Jr.  
Corporation Secretary

Form Approved:

\_\_\_\_\_  
Office of General Counsel

THE BANK OF NEW YORK MELLON, as  
Successor Trustee

By: \_\_\_\_\_  
Name:  
Title:

Acknowledged and consented to as of this  
1<sup>st</sup> day of September, 2024.

FLORIDA POWER & LIGHT COMPANY

By: \_\_\_\_\_