Exhibit A
TERM SHEET FOR SETTLEMENT OF LITIGATION AND ALL RELATED CLAIMS AMONG JEA, THE CITY OF JACKSONVILLE AND MEAG POWER

This Term Sheet sets forth the terms agreed to by and among JEA, City of Jacksonville and the Municipal Electric Authority of Georgia ("MEAG Power") (hereinafter collectively referred to as the "Parties") with respect to all disputed issues relating to Plant Vogtle Units 3 & 4 and the Amended & Restated Power Purchase Agreement dated as of December 31, 2014 (the "Project J PPA"). All terms defined in the Project J PPA shall have the meanings given in the Project J PPA when used herein. The terms set forth herein are subject to the approval of the JEA Board, the City of Jacksonville and the MEAG Power Board.

The terms of settlement are as follows:

(1) The Parties agree to dismiss with prejudice the following civil actions, including all claims and counterclaims asserted, or that could have been asserted, therein:

(a) City of Jacksonville, Florida, a Florida municipal corporation, and JEA, a body politic and corporate vs. Municipal Electric Authority of Georgia, a public body corporate and politic of the State of Georgia, Civil Action File No. 1-19-CV-3234-MHC in the United States District Court for the Northern District of Georgia, Atlanta Division;

(b) Municipal Electric Authority of Georgia vs. JEA, Case No. 1:18-cv-4295-MHC in the United States District Court for the Northern District of Georgia and Case No. 19-11373
in the United States Court of Appeals for the Eleventh Circuit.

As part of this settlement, the Parties agree to accept without challenge or appeal the Order entered by Judge Cohen dated June 17, 2020, including without limitation his determination that the JEA PPA is Valid and Enforceable.

(2) The JEA and MEAG Power agree to amend Section 203(b) of the JEA PPA by increasing the Buyer’s Additional Compensation Obligation by $0.75. Accordingly, the JEA PPA shall be amended to provide that Buyer’s Additional Compensation Obligation shall be calculated by multiplying the total amount of Energy delivered to Buyer from each Additional Unit at the Delivery Point during the preceding calendar year by a fixed rate for each MWh determined as follows:

(a) For each Additional Unit, during the first sixty (60) months following such Additional Unit’s Commercial Operation Date, the fixed rate shall be $1.25/MWh;

(b) For each Additional Unit, during the period commencing on the sixty-first (61st) through the one hundred twentieth (120th) month following such Additional Unit’s Commercial Operation Date, the fixed rate shall be $2.25/MWh;

(c) For each Additional Unit, during the period commencing on the one hundred twenty-first (121st) month through
the one hundred eightyeth (180th) month following such Additional Unit’s Commercial Operation Date, the fixed rate shall be $3.25/MWh;

(d) For each Additional Unit, during the period commencing on the one hundred eighty-first (181st) month through the two hundred fortyeth (240th) month following such Additional Unit’s Commercial Operation Date, the fixed rate shall be $4.25/MWh.

(3) The JEA and MEAG Power further agree to amend the JEA PPA to provide that, subject to the rights granted to other Additional Units PPA Participants in their Project J Power Sales Contracts, JEA shall have a right of first refusal to purchase all or any portion of the entitlement share of an Additional Units PPA Participant to the Output of Project J in the event that any Additional Units PPA Participant requests MEAG Power to effectuate a sale of such entitlement share pursuant to Section 310 of such Participant’s Project J Power Sales Contract. This right of first refusal shall be applicable during the period commencing ten (10) years following each unit’s Commercial Operation Date and continuing until the expiration of 20-years following each unit’s Commercial Operation Date. In order to exercise its right of first refusal as described above, JEA will be required to enter into a power sales contract with MEAG Power with respect to
such entitlement share and the terms and conditions of such power sales contract will be identical to the terms and conditions of the existing Project J Power Sales Contracts, except JEA will be required to pay the price offered by a third-party purchaser or the fully embedded costs as provided for in the Project J Power Sales Contract, whichever is greater;

(4) JEA and the City of Jacksonville agree that MEAG Power may, in its sole discretion, determine to validate the amendment to the JEA PPA and the JEA PPA as so amended, and in the case of any such validation, to provide all requested cooperation and support in aid of any such validation proceedings. The Parties agree that this provision is not equivalent to the implied duty of good faith and fair dealing. It is an independently enforceable express duty that requires compliance with MEAG's specific requests for cooperation and support in aid of any validation proceedings.

(5) The Parties agree to present this Term Sheet to their respective governing bodies or, in the case of the City, a member of the Mayor's administration with the requisite authorization, for approval by or before July 31, 2020. If the terms set forth herein are agreed to by the respective governing bodies or authorized administrative official, the Term Sheet will become a binding legal document and the
Parties will move forward expeditiously to complete and execute the final settlement documents necessary to fully implement the terms set forth herein, including the amendment to the JEA PPA and the formal dismissals of the pending claims to be filed with the respective courts.

The terms set forth above are agreed to by the respective signatories this 30 day of July, 2020.

JE
By: [Signature]
Name: Paul E. McElroy
Title: Interim CEO

CITY OF JACKSONVILLE

By: [Signature]
Name: Brian Hughes
Title: Chief Administrative Officer
For: Mayor Lenny Curry
Under Authority of:
Executive Order No: 2019-02

MUNICIPAL ELECTRIC AUTHORITY OF GEORGIA

BY: [Signature]
Name: James E. Fuller
Title: President and CEO