

Date:

«Full_Name»

Dear «First_Name»:

ELECTRIC

WATER

SEWER

This Retention Incentive Agreement establishes the terms of your continued employment with JEA throughout the evaluation period in consideration of possible acquisition or change of control. We will refer to the date of any acquisition as the change of control date.

1. Duration

The term of this Agreement will begin January 16, 2018 and end on the date of change of control (sale, acquisition or change of management due to acquisition or sale) or unless terminated before that date.

2. Title

You will be employed as «Job_Title», devoting your best professional efforts, time and skill to the performance of the duties originally undertaken under your current job description. You will continue to report to «Report_To».

3. Compensation

Your annual base salary is «Salary», and you will be paid in accordance with JEA's normal payroll procedures.

4. Retention Incentive

You will be eligible for a retention incentive of up to 1 X your annual base salary, subject to the terms described below. The retention incentive will be paid to you only if you are still employed by JEA on the change of control date. The retention incentive will be paid to you through the next reasonable payroll cycle following the respective agreement term dates.

5. Termination

If JEA terminates your employment without cause before the end of the duration of this agreement or if you should resign for good reason, JEA will be obligated to pay you only the amount up to that point on a prorated basis. If your employment should be terminated for cause or if you should resign, no payment or prorated payment will be due to you.

For purposes of this Agreement, cause means:

Your willful and continued failure to perform substantially your duties with JEA

Your willful engagement in illegal conduct or gross misconduct.

For purposes of this Agreement, good reason means:

JEA unlawfully discriminates or retaliates against you.

6. Governing Law

The validity, interpretation and performance of this Agreement shall, in all respects, be governed by the relevant laws of this state.

7. Modification

No provision of this Agreement may be modified, altered or amended, except by collective agreement between JEA and you in writing.

8. Arbitration

By signing this Agreement, you agree that any claims or disputes covered by this Agreement or resulting from your employment during the term of the Agreement must be submitted to binding arbitration and that this arbitration will be the only remedy for resolution of any such claim or dispute. This promise to resolve claims by arbitration is equally binding upon both you and JEA

If you accept the terms of this Agreement, please sign below in the space provided and return to Angelia Hiers, Chief Human Resources Officer, by January 23, 2018.

Employee Signature: _____

Manager Signature: _____