TAMPA ELECTRIC COMPANY
LARGE LOAD CUSTOMER CONTRACT

This Large Load Customer Contract ("LLCC" or "Agreement") is made and entered into this ___ day of _____, ____, ("Effective Date") by and between _____ ("Customer") and Tampa Electric Company, a corporation organized in and existing under the laws of the State of Florida, (hereinafter called "Company") (individually "Party" and collectively "Parties").

WITNESSETH:

WHEREAS, the Company is a public electric utility operating under Chapter 366, Florida Statutes, subject to the jurisdiction of the Florida Public Service Commission ("Commission"); and

WHEREAS, the Customer is _____; and

WHEREAS, the Customer has paid the amount required by the Company for purposes of undertaking and completing system impact and engineering studies ("System Studies"), as applicable, associated with connecting to and serving the Customer Facilities and Customer Premises; and

WHEREAS, the Customer seeks retail electric service for a proposed facility projected to have new or incremental monthly peak load of 50 megawatts ("MW") or more at a Single Location; and

WHEREAS, the Customer is required to receive electric service at the Customer Premises and for its facilities under the Company's rate schedule [LLCS-1 or LLCS-2].

NOW, THEREFORE, in consideration of the mutual covenants expressed herein, the Company and the Customer agree as follows:

AGREEMENT

1. General Provisions

a. The foregoing recitals are true and correct, form a material part of this Agreement upon which the Parties relied, and are hereby incorporated by reference into this Agreement.

b. Rules of Construction. For purposes of this Agreement:

(i) terms defined in the singular include the plural and vice versa, and terms used in the masculine include the feminine and neuter and vice versa;

(ii) references to "Articles," "Sections," "Exhibits," and "Attachments" are to articles or sections of, or exhibits or attachments to, this Agreement;

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(iii) all references to a particular entity include that entity's successors and permitted assigns;

(iv) the words "herein," "hereof," and "hereunder" refer to this Agreement as a whole and not to any particular section or subsection;

(v) all accounting terms not specifically defined in this Agreement are to be construed in accordance with generally accepted accounting principles in the United States, consistently applied;

(vi) references to this Agreement include the appendices, Exhibits, Attachments, annexes, schedules, and other attachments to this Agreement, as the same may be amended, supplemented, replaced, restated, or otherwise modified from time to time;

(vii) references to any agreement or form means such agreement or form as may be amended, restated, supplemented, or otherwise modified from time to time;

(viii) the word "including," when used in this Agreement, means including without limitation;

(ix) references to "Dollars" and the symbol "$" means U.S. Dollars;

(x) references to any Governmental Authority include any successor to its applicable functions; and

(xi) references to any Applicable Law include any amendments, successor, or replacement thereto. Other terms used in this Agreement but not so defined will have meanings as commonly used in the English language and, where applicable, in Prudent Utility Practice. Words not otherwise defined herein that have well known and generally accepted technical or trade meanings are used herein in accordance with such recognized meanings.

c. Good Faith and Fair Dealing. The Parties will act reasonably and in accordance with the principles of good faith and fair dealing in the performance of this Agreement. Unless expressly provided otherwise in this Agreement, (a) where the consent, approval, or similar action is required by a Party, such consent or approval will not be unreasonably withheld, conditioned, or delayed; and (b) wherever a Party has the right to determine, require, specify, or take similar action with respect to a matter, such determination, requirement, specification, or similar action will be reasonable.

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d. Other Agreements and Rights.

(i) If the Customer enters into any agreements with the Company in addition to this Agreement, the Parties acknowledge and agree that such agreements will be deemed to be separate and free-standing contracts that do not alter the terms of this Agreement except to the extent specified therein, nor will the terms of this Agreement be deemed to alter the terms of any other contract between the Company and the Customer.

(ii) This Agreement will apply to connection of and electric service to Customer Facilities load located on the Customer's side of the Point of Delivery.

(iii) This Agreement is not applicable to, and does not provide for interconnection or delivery of, back-up or alternative generation located on the Customer's side of the Point of Delivery that serves the Customer Facilities ("Behind the Meter Generation"). Except as necessary to prevent damage to the Company Facilities or the Company System, under no circumstances including during an Emergency, will Behind the Meter Generation be delivered to and injected into the Company System unless otherwise mutually agreed to by separate agreement between the Company and the Customer consistent with Applicable Law and the Company Tariff.

2. Definitions

a. "Affiliate" means with respect to a corporation, partnership, or other entity, each such other corporation, partnership, or other entity that directly or indirectly, through one or more intermediaries, controls, is controlled by, or is under common control with, such corporation, partnership, or other entity.

b. "Agreement" means this Large Load Customer Contract.

c. "Applicable Law" means all duly promulgated federal, state, and local laws, statutes, treaties, codes, ordinances, regulations, rules, certificates, decrees, judgments, directives, or judicial or administrative orders, permits, and other duly authorized actions of any Governmental Authority having jurisdiction over a Party or the Parties, as applicable, their respective facilities, and/or the respective services they provide.

d. "Behind the Meter Generation" has the meaning set forth in Subsection 1.d.iii.

e. "Business Day" means any day except a Saturday, Sunday, or a Federal Reserve Bank holiday.

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f. "Change of Control" means (i) any transfer, assignment, or acquisition of the ownership, of more than fifty percent (50%) of the equity of, or any other ownership interest in, a Party to a Person that was not an Affiliate of the Party immediately prior to such transfer, assignment, or acquisition, or (ii) a change in the direct or indirect ownership of a Party such that upon the occurrence of such change, one or more Persons that were not Affiliates of such Party immediately prior to such change have the power, right, or authority to direct, or cause the direction of, the management and policies of such Party.

g. "CIAC Payments" has the meaning set forth in Subsection 12.a.

h. "Commercially Reasonable" or "Commercially Reasonable Efforts" means, with respect to any action to be taken or attempted by a Party under this Agreement, the level of effort in light of the facts known to such Party at the time a decision is made that: (a) can reasonably be expected to accomplish the desired action at a reasonable cost; (b) is consistent with Prudent Utility Practices; and (c) takes into consideration the amount of advance notice required to take such action, the duration and type of action, and the competitive environment in which such action occurs.

i. "Commission" means the Florida Public Service Commission or successor agency.

j. "Company" means Tampa Electric Company.

k. "Company Facilities" means the transmission voltage equipment, apparatus, and devices owned by the Company for purposes of providing retail electric service at transmission voltage and for connection to the Customer Facilities at the Point of Delivery, and the Company's metering, relays, electric energy collection network, and generation control equipment.

l. "Company System" means: (a) the Company's transmission system; (b) the Company's distribution system; (c) the Company's generation resources and assets; and (d) the Company Facilities.

m. "Company Tariff" shall mean the Company's retail tariff on file with the Commission, and as it may be amended, updated, or revised from time to time subject to and as approved by the Commission.

n. "Contracted Capacity Demand" means the amount of electrical demand, in kW, that the Company has placed In-Service to meet the Customer's full electrical service requirements.

o. "Contribution in Aid of Construction" or "CIAC" has the meaning set forth in Section 12.

p. "Credit Requirement" has the meaning set forth in Section 11.

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q. "Customer" is the person or entity specified in the preamble to this Agreement.

r. "Customer Facilities" means all electrical equipment, facilities, and apparatus owned or used by the Customer or other entities receiving electric service at the Customer Premises on the load side of the Point of Delivery and used for purposes of receiving retail electric service from the Company to the Customer Premises at the Point of Delivery.

s. "Customer Premises" has the meaning set forth in Section 8.

t. "Customer Parent Company" means _____.

u. "Basic Service Charge" means the rate specified as such in rate schedule LLCS-1 [or LLCS-2].

v. "Demand Charge" means the rate specified as such in rate schedule LLCS-1 [or LLCS-2].

w. "Effective Date" means the date specified in the preamble to this Agreement.

x. "Emergency" means a condition or situation that in the reasonable, good faith determination of the affected Party based on Prudent Utility Practice contributes to an existing or imminent physical threat of danger to life or a significant threat to health, property, or the environment.

y. "Energy Charge" means the rate specified as such in rate schedule LLCS-1 [or LLCS-2].

z. "Event(s) of Default" has the meaning set forth in Section 19.

aa. "Facility Lender" means any Person lending money or extending credit to the Customer in connection with the development, construction, operation, or maintenance of the Customer Facilities, including any refinancing thereof.

bb. "Force Majeure" includes all acts of God, strikes, wars, blockades, insurrections, riots, arrests and restraints of rules and people, explosions, fires, floods, lightning, wind, fuel shortages, perils of the sea; provided, however, that no occurrence may be claimed to be a Force Majeure occurrence if it is caused by the negligence or lack of due diligence on the part of the Party attempting to make such claim.

cc. "Foreign country of concern" means any country or group listed in Section 366.043 and 692.201, Florida Statutes, and the Company Tariff as such lists may be revised by a change of law or action of the Commission and includes any agency of or any other entity under significant control of such foreign country of concern.

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dd. "Foreign Entity" means an entity that is: (a) owned or controlled by the government of a foreign country of concern; or (b) a partnership, an association, a corporation, an organization, or other combination of persons organized under the laws of or having its principal place of business in a foreign country of concern, or a subsidiary of such entity.

ee. "Governmental Authority" means any federal, state, local, or other governmental regulatory or administrative agency, court, commission, department, board, or other governmental subdivision, legislature, rulemaking board, tribunal, or other Governmental Authority having jurisdiction over the Parties, their respective facilities, or the respective services that they provide, and exercising or entitled to exercise any administrative, executive, police, or taxing authority or power; provided, however, that such term does not include the Customer or the Company.

ff. "Guarantor" means an affiliate of the Customer that has an Investment Grade Credit Rating and is otherwise acceptable to the Company.

gg. "Guaranty" means an irrevocable guarantee, in form and substance acceptable to the Company in its commercially reasonable discretion, supporting the Customer's obligations under this Agreement from a Guarantor.

hh. "Incremental Fuel Transportation Charge" means the rate specified as such in rate schedule LLCS-1 [or LLCS-2] that is designed to recover the incremental cost of the natural gas transportation charges associated with service to the Customer under LLCS-1 [or LLCS-2] and this Agreement.

ii. "Incremental Generation Charge" means the rate specified as such in rate schedule LLCS-1 [or LLCS-2] that is designed to recover the incremental cost of the generating facilities associated with service to the Customer under LLCS-1 [or LLCS-2] and this Agreement.

jj. "Incremental PPA Charge" means the rate specified as such in rate schedule LLCS-1 [or LLCS-2] that is designed to recover the incremental purchased power capacity charge costs associated with service to the Customer under LLCS-1 [or LLCS-2] and this Agreement.

kk. "Incremental Transmission Charge" means the rate specified as such in rate schedule LLCS-1 [or LLCS-2] that is designed to recover the incremental cost of the transmission facilities associated with service to the Customer under LLCS-1 [or LLCS-2] and this Agreement. The costs to be recovered under this rate element shall include, but not be limited to, the on-system and off-system transmission costs to be incurred by or attributed to the Company as a result of this Agreement.

ll. "Initial Term" and "Term" have the meanings set forth in Section 5.

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mm. "Investment Grade Credit Rating" is defined as, with respect to any entity, a rating by Moody's Investors Service of Baa3 or better, or by Standard & Poor's of BBB- or better, or by another recognized rating agency, as determined by the Company in its reasonable discretion, equivalent to such ratings from Moody's Investors Service and Standard & Poor's then assigned to such entity's unsecured, senior long-term debt obligations (not supported by third-party credit enhancements), or issuer or general corporate rating. For the purposes of this definition, the lowest of the ratings then assigned to an entity shall apply.

nn. "In-Service Date" has the meaning set forth in Subsection 10.e.

oo. "Large Load Customer" means a Customer of the Company that seeks or obtains retail electric service for a facility with an anticipated monthly peak load of 50 MW or more, at a Single Location. A Customer may not separate an electrical load at a Single Location into multiple smaller connections to avoid being classified as a Large Load Customer.

pp. "Large Load Customer Service" means retail electric service to a Large Load Customer pursuant to rate schedules LLCS-1 or LLCS-2.

qq. "Letter of Credit" means one or more irrevocable, transferable standby letter(s) of credit issued by a U.S. financial institution or a commercial bank listed as a Schedule I Canadian Chartered Bank, with such bank/financial institution having a credit rating of at least A from Standard & Poor's Ratings Services, a division of The McGraw-Hill Companies, Inc., or any successor to its credit rating services and A2 from Moody's Ratings, in a form and for an amount acceptable to the Party requesting a Letter of Credit under this Agreement in its commercially reasonable discretion. Costs of a Letter of Credit shall be borne by the applicant for such Letter of Credit and not the Party requiring the Letter of Credit.

rr. "Load Ramp Period" is the structured timeline that outlines how the Customer's Contracted Capacity Demand requirements will increase over time to their full electrical requirements.

ss. "Net Present Value" or "NPV" means the sum of the monthly payments, discounted at the Company's most recently Commission-approved weighted average cost of capital.

tt. "Person" means an individual, partnership, corporation (including a business trust), limited liability company, joint stock company, trust, unincorporated association, joint venture, Governmental Authority, or other entity.

uu. "Planning Disruption Fee" has the meaning set forth in Subsection 5.

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vv. "Point of Delivery" means the point where the Company's wiring interfaces with the Customer's wiring, and where the Customer assumes the responsibility for further delivery and use of the electricity.

ww. "Protective Insurance Product" means an insurance-type credit support product in favor of the Company in a form that is suitable and satisfactory to the Company in its commercially reasonable discretion in an amount not less than the Security Requirement to be in effect on a non-cancellable basis for its stated term and issued by an insurer licensed to do business in Florida with a minimum financial strength rating of A from AM Best or an equivalent rating from Standard and Poor's or Moody's and as further specified in Section 11.

xx. "Prudent Utility Practice" means any of the practices, methods, standards, and acts engaged in or approved by a significant portion of the electric utility industry during the relevant time period, or any of the practices, methods, standards, and acts which, in the exercise of Commercially Reasonable judgment, in light of the facts known (or reasonably should have been known) at the time the decision was made, would have been expected to accomplish the desired result at a reasonable cost consistent with Applicable Law, permits, codes, standards, equipment manufacturer's recommendations, good business practices, reliability, safety, environmental protection, economy, and expedition. Prudent Utility Practice is not intended to be limited to the optimum practice, method, or act to the exclusion of all others, but rather to those practices, methods, standards, and acts generally acceptable or approved in the region.

yy. "rate schedule LLCS-1" shall mean rate schedule LLCS-1 in the Company Tariff.

zz. "rate schedule LLCS-2" shall mean rate schedule LLCS-2 in the Company Tariff.

aaa. "Reliability Standards" means mandatory reliability standards and recommendations adopted by the North American Electric Reliability Corporation, Federal Energy Regulatory Commission, Florida Reliability Coordinating Council, or the Commission, and any successor entities, as amended from time to time, applicable to the facilities owned, and/or operated by the Customer and the Company, respectively.

bbb. "Security" means a cash deposit (non-interest bearing), a Letter of Credit, a Guaranty (Investment Grade), Protective Insurance Product, or such other form of security as the Company deems in its sole discretion, to be acceptable and as further described in Section 11.

ccc. "Security Term" has the meaning set forth in Subsection 11.a.

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ddd. "Single Location" means a geographic area that is owned (whether partially or wholly), operated, used, or leased by the Customer and/or its affiliates, which can include a contiguous or adjacent lot to the area with the Customer's Point of Delivery, and may be considered the Customer's Premises regardless of lots, easements, public thoroughfares, or rights-of-way.

eee. "System Studies" are the required engineering and system impact studies to be completed by the Company to determine the investments and upgrades and related costs necessary to the Company System in order to connect to and safely and reliably provide reasonably adequate retail electric service with respect to the Contracted Capacity Demand associated with the Customer Facilities. The System Studies are required for all Large Load Customer Service requests to determine: (i) project scope and feasibility, and technical/engineering and operational requirements; (ii) capacity availability, including amount and timing; (iii) expected timeline to connect Customer Facilities to the Company System; and (iv) estimate of cost to connect Customer Facilities to the Company System.

fff. "Termination Fee" means an amount equal to the sum of the NPV of the accelerated payment of the total Incremental Generation Charge, Incremental Transmission Charge, Incremental Fuel Transportation Charge, and Incremental PPA Charge, absent the termination, that would have been paid for by the Customer over the remaining balance of the Initial Term.

ggg. "Term" and "Initial Term" have the meanings set forth in Section 5.

hhh. "Termination Period" has the meaning set forth in Section 19.

3. Documents Included

The following documents marked with an X are included in and are a part of this Agreement:

____	Appendix A	Load Ramp Period, Contracted Capacity Demand, Load Factor, and In-Service Date
____	Appendix B	Current rate schedule LLCS-1 [or LLCS- 2]
____	Appendix C	Parent Company Guaranty, Irrevocable Standby Letter of Credit, Protective Insurance Product, or other Security (as applicable)
____	Appendix D	Notices
____	Appendix E	Affidavit of Ownership

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4. System Studies and Affidavit of Ownership

The following actions must be completed before this Agreement is signed and becomes effective:

(i) The Customer must pay the System Studies charge as required by the Company to undertake and complete the System Studies.

(ii) The Company must provide the System Studies to the Customer.

(iii) The Customer must accept and agree in writing to the results of the System Studies and pay any required CIAC Payments.

(iv) The Customer must provide to the Company an executed Affidavit of Ownership in the form provided in Appendix E.

5. Term

a. The minimum term of this Agreement is twenty (20) years from the initial In-Service Date ("Initial Term"), which includes the Load Ramp Period. This Agreement shall be automatically updated at the end of the Initial Term to reflect the rates, charges, terms, and conditions reflected in the Company's open, applicable, and effective Large Load Customer tariff in effect at the end of the Initial Term. It shall thereafter remain in effect after the Initial Term expires until the Customer gives three (3) years notice of termination to the Company or the Agreement is otherwise terminated by the Company as provided in this Agreement. The word "Term" in this Agreement includes the Initial Term and all periods beyond the end of the Initial Term until the Agreement is properly terminated as provided in this Agreement. The Load Ramp Period shall not exceed five (5) years.

b. Notice and Continuance of Service.

(i) The Company will provide service to the Customer under this Agreement planning and expecting that the Customer will continue service from the Company after the Initial Term. To avoid doubt and facilitate the Company's planning, if the Customer seeks to continue Large Load Customer Service with the Company beyond the Initial Term, the Customer must provide written notice of intent to continue service at least three (3) years prior to the end of the Initial Term. If the Customer fails to provide ninety (90) days' notice as required, the Company shall notify the Customer and the Customer shall have thirty (30) days from the date of the Company's notice to provide the required notice of intent to continue service.

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(ii) If the Customer continues to take service beyond the Initial Term but failed to provide notice of intent to continue service as provided in Section 5(b)(i), it shall pay to the Company a Planning Disruption Fee equal to the Net Present Value of the accelerated payment of thirty-six (36) months of Incremental Generation Charges, Incremental Transmission Charges, Incremental Fuel Transportation Charges, and Incremental PPA Charges. This Planning Disruption Fee is intended to compensate the Company for disruptions to its planning process and potential system impacts resulting from untimely notice and shall be reduced on a monthly pro rata basis for each month before the end of the Initial Term that notice to continue service is actually given. By way of illustration, if the Customer provides notice of intent to continue service six (6) months before the end of the Initial Term, the Planning Disruption Fee payable to the Company will be reduced by 6/36ths of the specified amount.

c. Notice and Termination.

(i) If the Customer allows this LLCC to expire at the end of the Initial Term and ceases receiving Large Load Customer Service thereafter, the Customer shall provide to the Company written notice of intent to cease service at least three (3) years prior to the end of the Initial Term. If the Customer fails to provide such written notice and stops receiving Large Load Customer Service from the Company after the Initial Term, the Customer shall pay a Planning Disruption Fee to Tampa Electric as specified in Subsection 5.b.(ii) The Planning Disruption Fee shall be reduced on a monthly pro rata basis for each month before the end of the Initial Term that notice of intent to cease service is actually given. By way of illustration, if the Customer provides notice of intent to cease service six (6) months before the end of the Initial Term, the Planning Disruption Fee payable to the Company will be reduced by 6/36ths of the specified amount. If the Customer fails to provide ninety (90) days notice of intent to cease service as required, the Company shall notify the Customer and the Customer shall have thirty (30) days from the date of the Company's notice to provide the required notice of intent to cease service.

(ii) If the Customer terminates this Agreement to be effective prior to the end of the Initial Term, the Customer must pay a Termination Fee as defined herein to Tampa Electric within thirty (30) days of such termination. For the avoidance of doubt, no Termination Fee shall be payable if the Customer terminates this Agreement following an uncured Company Event of Default under Section 19.

(iii) The Company may terminate this Agreement if the Customer fails to cure an Event of Default set forth in Section 19, and in each instance the Customer shall pay the Termination Fee as defined in Subsection 2.fff.

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d. Termination Before In-Service Date.

If the Customer terminates this Agreement prior to the planned In-Service Date specified in Appendix A, the Customer shall pay to the Company a Before In-Service Cancellation Fee equal to (i) the dollar amount of all out of pocket costs incurred by Company as of the cancellation date to perform under this Agreement plus (ii) the sum of the projected monthly Incremental Generation Charge, Incremental Transmission Charge, Incremental Fuel Transportation Charge, and Incremental PPA Charge specified in rate schedule LLCS-1 [or LLCS-2] based on Load Ramp Period for the twenty-four (24) months after the cancellation date.

6. Service

a. The Company will furnish service at a voltage of _____kV. The Customer will be _____ metered and _____ served.

b. Interruption of Service.

(i) The Company will use Prudent Utility Practice to furnish electric service consistent with the Company Tariff.

(ii) The Company will notify the Customer as soon as possible before an scheduled interruption or curtailment occurs. However, there may be conditions when the Company will not be able to provide the Customer with advance notice and immediate interruption or curtailment may occur.

(iii) The Customer agrees that the Company will not be held liable for any damages or injuries that may occur as a result of interruption of electric service.

(iv) The Continuity of Service provisions set forth in Subsection 5.2.2.2 of the Company Tariff apply to the Customer and to this Agreement.

7. Generation Resources

The Customer has no right or entitlement to select the type, size, characteristics, or location of the Company System, including the generation resource(s) to be used by the Company to calculate rates for and/or serve the Contracted Capacity Demand and Customer Facilities under this Agreement.

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8. Customer Facilities

a. The Customer Facilities are located at a Single Location with the following service location: _____ ("Customer Premises").

b. The Parties agree to the Contracted Capacity Demand during the Load Ramp Period for the Customer Facilities as set forth in Appendix A.

c. The Customer will not add or install additional load to the Customer Facilities at the Customer Premises above the Contracted Capacity Demand without the Company's prior written approval and without first having paid to the Company for the purposes of undertaking and completing additional System Studies, as applicable, associated with connecting and serving such additional load and, if applicable, entering into a new LLCC and satisfying any other requirements the Company may reasonably require.

9. Construction, Ownership, Operation, and Management of Electrical Facilities

a. By way of System Studies, the Parties have identified certain equipment that must be designed, engineered, procured, permitted, constructed, owned, operated, and maintained for the Company to deliver, and for the Customer to accept, retail electric transmission voltage for the Customer Facilities at the Customer Premises.

b. Unless otherwise mutually agreed by the Parties, the Customer shall be responsible for acquiring all Federal, state, local, and other Governmental Authority permits, licenses, or other approvals that may be required for the development of the Customer Premises site and the construction, operation, and maintenance of the Customer Facilities, and must comply with and satisfy any conditions imposed on any such approvals. For the avoidance of doubt, this Subsection 9.b. includes such approvals necessary for the benefit of, or on behalf of, any Customer Facilities to be located and constructed on the Customer Premises for the Customer Facilities or otherwise on land owned or leased by the Customer or Affiliates of the Customer. The Customer shall be solely responsible for all costs associated with approvals under this Subsection 9.b.

c. All Customer Facilities and any related equipment necessary for the Customer to receive and use the power and energy delivered hereunder shall be procured, permitted, installed, paid for, owned, operated, and maintained by the Customer in accordance with Applicable Law and Prudent Utility Practice.

d. The Customer will, at its sole cost and expense, construct, own, operate, and maintain the Customer Facilities.

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e. The Customer will not operate any equipment in a manner that will cause voltage disturbances on the Company System. The Customer will, during the Term of this Agreement, protect, defend, indemnify, and hold the Company free and unharmed from and against any third-party liabilities whatsoever resulting from or in connection with the Customer's failure to adhere to the foregoing provisions of this Subsection 9.e.

f. The Company will use Commercially Reasonable Efforts to (i) design, engineer, procure, permit, construct, own, operate, and maintain the Company Facilities in accordance with Applicable Law and Prudent Utility Practice; and (ii) operate such Company Facilities in a manner consistent with Prudent Utility Practice, that protects the Customer Facilities, from transients, faults, and other operating contingencies.

g. Reliability Standards.

(i) The Customer will be responsible for compliance with all Reliability Standards applicable to the Customer Facilities and the Company will be responsible for compliance with all Reliability Standards applicable to the Company System. Each Party will be responsible for the costs of compliance with such Reliability Standards for their respective facilities and systems, including (a) costs associated with modifying their respective facilities or systems to comply with changes in such Reliability Standards; and (b) any financial penalties for non-compliance.

(ii) Each Party shall share data or other documentation with the other Party as may be required to demonstrate a Party's compliance with the Reliability Standards where an individual Party has possession of data or documentation necessary for the other Party to demonstrate compliance.

h. Right of Installation. The Customer covenants that it owns or controls the Premises and is authorized to and will grant, or will cause the property owner to grant, at no cost to the Company easements suitable and satisfactory to the Company for the installation of Company Facilities as specified in the System Study. Without limiting the generality of this provision, the Customer will provide or cause to be provided exclusive easements as prepared by the Company for the area necessary for Company Facilities that require perimeter security fencing and non-exclusive easements as prepared by the Company for Company Facilities that do not require perimeter security fencing. Prior to the Company's construction of the Company Facilities, the Customer shall clear the Company's easement areas on the Premises of all trees, tree stumps, and other obstructions that conflict with construction, including the drainage of all flooded areas and shall make the easement areas ready for construction and installation of Company Facilities by the Company.

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i. **Disconnection.** Except in the case of an Emergency, a Force Majeure event, or a requirement to comply with Reliability Standards or Applicable Law, the Parties will consult reasonably with each other prior to disconnecting the Customer Facilities from the Company Facilities.

j. **Outages.** In accordance with Prudent Utility Practice, each Party may, in cooperation with the other Party, remove from service its system elements that may affect the other Party's system as necessary to perform maintenance or testing or to replace installed equipment. Absent an Emergency, a Force Majeure event, or a requirement to comply with Reliability Standards or Applicable Law, the Party scheduling such maintenance, testing, or replacement will use good faith efforts to schedule such maintenance, testing, or replacement on a date mutually acceptable to both Parties, in accordance with Prudent Utility Practice. The Parties will comply with all current Company reporting requirements, as they may be revised from time to time, and as they apply to the Customer or the Company.

k. **Curtailment or Interruption**. The Company reserves the right to limit or curtail electric service to the Customer from time to time as necessary for the Company to comply with the Reliability Standards applicable to all or portions of the Company System. Nothing in this Agreement shall prevent or otherwise hinder the ability of the Company to curtail or interrupt electric service to the Customer Facilities when such curtailment or interruption is intended to ensure grid stability, reduce the likelihood of wider service outages, or ensure public safety during an Emergency or other exceptional circumstances.

l. **Emergency.** In an Emergency, the affected Party will provide prompt notice of the Emergency to the other Party and may, in accordance with Prudent Utility Practice and using its reasonable judgment, take such action as is reasonable and necessary to prevent, avoid, or mitigate injury, danger, and/or loss.

m. **Safety Standards.**

(i) The Parties agree that all work performed under this Agreement will be performed in accordance with all Applicable Law, standards, practices, and procedures pertaining to the safety of persons or property. To the extent a Party performs work on the other Party's property, the Party performing the work will also abide by the safety or other access rules applicable to such other Party's property.

(ii) Each Party will be solely responsible for the safety and supervision of its own employees, agents, representatives, and contractors.

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n. Environmental Considerations.

(i) Each Party will remain responsible for compliance with all Applicable Laws with respect to the environment and applicable to its own respective property, facilities, and operations. Each Party will promptly notify the other Party upon discovering any release of any hazardous substance by it on the property or facilities of the other Party, or which may migrate to, or adversely affect, the property, facilities, or operations of the other Party and will promptly furnish to the other Party copies of any reports filed with any Governmental Authority addressing such events.

(ii) The Party responsible for the release of any hazardous substance on the property or facilities of the other Party, or which may migrate to, or adversely affect the property, facilities, or operations of the other Party, will promptly furnish to the other Party copies of any reports filed with any Governmental Authority addressing such events.

10. In-Service Date

a. The Parties agree to the Load Ramp Schedule, Contracted Capacity Demand, projected Load Factor, and the projected In-Service Dates provided in Appendix A.

b. The Company will use Commercially Reasonable Efforts to meet the estimated In-Service Date, provided, however, that the Parties understand the Company has no obligation to provide electric service to the Customer Facilities: (i) unless and until there is sufficient generation, transmission, and purchased power capacity to provide such service, or (ii) if providing such service would affect the safe and adequate service or voltage to other customers served by the Company.

c. The Customer agrees and acknowledges that events beyond the Company's reasonable control may delay the Customer's ability to receive and the Company's ability to provide service pursuant to this Agreement and agrees to hold the Company harmless for costs associated with any delays caused by such events beyond the Company's control.

d. If the Company determines that it is unable to meet the estimated In-Service Date for any reason, the Company will notify the Customer and describe the reasons for any delay. The Parties agree to collaborate and use Commercially Reasonable Efforts to agree upon an updated estimated In-Service Date.

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e. Notwithstanding the foregoing statements in Section 10, the In-Service Date will be the latest to occur of: (i) the date on which the Company completes the installation of the Company Facilities and capacity necessary to begin providing service to the Customer Facilities; (ii) the date on which the Company has sufficient generation, transmission, and purchased power capacity to provide service to the Customer Facilities; or (iii) the date on which the Company can provide service to the Customer Facilities without negatively affecting the safe and adequate service or voltage to other customers served by the Company.

f. Unless the actual In-Service Date is delayed due to events within the reasonable control of the Company, the Customer shall begin paying the rates and charges specified in rate schedule LLCS-1 [or LLCS-2], as of the projected In-Service Date in Appendix A, and shall pay such charges through the remainder of the Term, except as otherwise provided in this Agreement. If the actual In-Service Date is delayed due to events within the reasonable control of the Company, the Customer shall begin paying such rates and charges as of the actual In-Service Date as specified in the previous subsection.

11. Security Requirements

a. The Customer shall provide credit support to the Company to secure the Customer's obligations hereunder ("Security") in an amount no less than the Credit Requirement as defined below. The Security shall be in the form of a cash deposit (non-interest bearing), a Letter of Credit, a Guaranty (Investment Grade), Protective Insurance Product , or such other form of Security as the Company deems in its sole discretion, to be acceptable, and shall be delivered to the Company no later than five (5) days after the Effective Date of this Agreement and shall be maintained until the later of (i) the expiration of the Term or (ii) the date on which the Customer has satisfied in full all of its obligations under the Agreement ("Security Term"). The Security agreed to by the Parties shall be attached to this Agreement as Appendix C and shall become part of the Agreement. The Customer's obligation to maintain Security for the Security Term may be satisfied through one or more Security instruments in effect successively (including successive or renewal Protective Insurance Products or Letters of Credit), provided that Security meeting the requirements of this Section 11 is maintained at all times without interruption. Renewal of a Protective Insurance Product is subject to the mutual agreement of the Customer and the issuing insurer, and neither is under any obligation to renew; the obligation to maintain conforming Security, whether by renewal or by replacement with another form of Security permitted by this Section 11, rests solely with the Customer. Any tri-party acknowledgement or similar agreement among the Company, the Customer, and the issuer of a Protective Insurance Product relating to the Security shall be attached as part of Appendix C.

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b. The "Credit Requirement" for a Customer (or such Customer's Guarantor) with an Investment Grade Credit Rating will be Security in the amount of fifty percent (50%) of the product of $2.0 million multiplied by the MW Contracted Capacity Demand.

c. The "Credit Requirement" for a Customer using a Protective Insurance Product will be Security in the amount of fifty percent (50%) of the product of $2.0 million multiplied by the MW Contracted Capacity Demand.

d. The "Credit Requirement" for a Customer without an Investment Grade Credit Rating will be Security in the amount of $2.0 million multiplied by the MW Contracted Capacity Demand.

e. The "Credit Requirement" for a Customer providing any other form of Security shall be determined by the Company in accordance with the thresholds set forth above depending on the type of Security provided and the entity providing the Security.

f. If during the Term of this Agreement, any Security fails to meet the requirements of this Section 11 (including without limitation meeting the requirements of an Investment Grade Credit Rating or minimum insurance rating, by the Customer, its Guarantor, the insurer issuing its Protective Insurance Product or the requirements for a Letter of Credit), the Customer shall replace the Security (and/or provide an additional Security), as applicable, within three (3) Business Days (or, with respect to the replacement of a Protective Insurance Product, within thirty (30) calendar days, provided such product remains in full force and effect during such period) of receipt of notice from the Company requesting such action with any form of Security meeting the requirements of this Section 11, or other Security acceptable to the Company in its sole discretion. The Security shall remain in full force and effect until all obligations of the Agreement have been satisfied.

g. The Customer acknowledges and agrees that the Security shall be a source of non-reimbursable funds for the Company in the event the Customer does not fulfill its obligations to the Company under this Agreement. Amounts payable under a Protective Insurance Product shall be paid in accordance with the terms of such policy and any related tri-party acknowledgement. The Customer acknowledges and agrees that the Company shall have the right to draw on and retain the full amount of the Security if fewer than thirty (30) days remain until the Security's expiration and the Security has not been renewed. With respect to a Protective Insurance Product, if fewer than thirty (30) days remain until the stated expiration of such policy and the Customer has not delivered renewal or replacement Security meeting the requirements of this Section 11, such failure shall be treated as a failure of the Security under Subsection 11.f, and the Customer shall deliver conforming replacement Security prior to such stated expiration.

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The expiration of such policy at the end of its stated term in accordance with its terms, and any election by the Customer or the issuing insurer not to renew, shall not constitute a claim under, or a default of the issuer of, such policy. The Company will release or refund to Customer the Security provided under this Agreement within thirty (30) days after the Customer's satisfaction of all obligations under this Agreement or termination of this Agreement; provided, that for a Customer Event of Default, such Security will remain in place until the Termination Fee has been paid and will only be released to the extent the Security exceeds the Termination Fee. The Company may require the Customer to adjust any Security to conform to any amendments to this Agreement. Any such adjustment to a Protective Insurance Product may be affected by an endorsement agreed with the issuing insurer or by supplemental Security provided by the Customer in any form permitted by this Section 11.

12. CIAC

a. The Parties agree that the Customer's incremental generation and transmission costs for Large Load Customer Service under rate schedule LLCS-1 [or LLCS-2] will be recovered through the Incremental Generation Charge and Incremental Transmission Charge established in rate schedule LLCS-1 [or LLCS-2]. The Customer shall pay the incremental cost of distribution and other infrastructure costs to be incurred by the Company to provide Large Load Customer Service to the Customer, if any, as a Contribution in Aid of Construction ("CIAC Payments") before the Effective Date of this Agreement. Within a reasonable time after completion of the applicable construction, the Company shall provide the Customer a final reconciliation of the CIAC Payments to the costs actually incurred for the items funded by such CIAC Payments and shall refund any excess CIAC Payments to the Customer or collect any CIAC shortfall from the Customer so that the Customer pays the actual CIAC amount incurred by the Company.

b. The Company has no obligation to begin any construction-related activities associated with extending electric service to the Customer Facilities, including ordering or acquiring any necessary equipment, unless and until the Company has received the required CIAC Payments.

13. Rates, Rules, and Regulations

a. The Company agrees to furnish and deliver, and the Customer agrees to take and receive, electricity pursuant to the rates, rules, regulations as set forth in rate schedule LLCS-1 [or LLCS-2] of the Company Tariff, which is attached as Appendix B to this Agreement.

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Continued from Sheet No. 7.1075

b. Service under this Agreement is subject to: (i) orders of Governmental Authorities having jurisdiction; (ii) rate schedule [LLCS-1 or LLCS-2] (including the monthly rate components); and (iii) the Company Tariff. Any change approved by the Commission with respect to the foregoing will be effective on its approval date and will apply prospectively to service under the Agreement.

14. Notice

a. All notices, requests, statements, demands, and other communications under this Agreement must, unless otherwise specified herein, be in writing and delivered in person or sent by e-mail, reliable overnight delivery service, or registered or certified mail, postage prepaid to the address of the Party specified in Appendix D. A notice sent by e-mail shall be effective if receipt is acknowledged by the intended recipient and, if so, shall be deemed received on the Business Day on which such Notice was transmitted if received before 5:00 p.m. (and if received after 5:00 p.m. on the next Business Day). Notice by United States mail, or hand delivery, is effective on the day actually received, if received during a Business Day, and otherwise shall be effective at the beginning of the next Business Day. Notice by overnight delivery service is effective on the next Business Day after it was sent. A Party may change its addresses by providing notice of same in accordance herewith.

b. **Force Majeure**. If either Party shall be unable, by reason of Force Majeure, to carry out its obligations under this Agreement, either wholly or in part, the Party so failing shall give written notice and the full particulars of such cause or causes to the other Party as soon as possible after the occurrence of any such cause; and such obligations shall be suspended during continuance of such hindrance, which, however, shall be remedied with all possible dispatch; and the obligations, terms, and conditions of this Agreement shall be extended for such period as may be necessary for the purpose of making good any suspension so caused.

15. Assignment

a. **Affidavit of Ownership.** The effectiveness of this Agreement is conditioned on the Customer's execution of the Affidavit of Ownership included as Appendix E to this Agreement. Through this Affidavit, the Customer affirms that the Customer and other entities supplied with electric service for ultimate use at the Customer Facilities are not Foreign Entities. The Customer shall notify the Company within thirty (30) days if the Customer or other entities become a Foreign Entity.

b. **Consent Required**. Except as provided in this Section 15, neither Party may assign or otherwise transfer this Agreement or its rights or obligations hereunder without the other Party's prior written consent, which consent may not be unreasonably delayed, conditioned, or withheld. Any assignment or other transfer in violation of this provision is null and void.

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c. Permitted Assignment. Notwithstanding the foregoing:

(i) The Customer's consent is not required for the Company to assign or transfer this Agreement or its rights or obligations hereunder with respect to:

(a) transactions between or among Affiliates of the Company, including any corporate reorganization, merger, combination or similar transaction or transfer of assets or ownership interests between or among Affiliates of the Company; or

(b) Change of Control of the Company, in which case the Company shall notify the Customer of any such assignment or transfer no later than fifteen (15) days after the assignment or transfer.

(ii) The Company's consent is not required for the Customer to assign, transfer, or otherwise pledge this Agreement or its rights or obligations hereunder with respect to:

(a) a Change of Control of the Customer;

(b) for collateral purposes to a Facility Lender (or for such Facility Lender, after exercising its foreclosure rights, to assign this Agreement to a third party); or

(c) transactions between or among Affiliates of the Customer, including any corporate reorganization, merger, combination or similar transaction, or transfer of assets or ownership interests between or among Affiliates of the Customer;

provided, in each case (other than pursuant to a collateral assignment to a Facility Lender), that:

(1) the Customer re-executes the Affidavit of Ownership included as Appendix E to this Agreement;

(2) the credit rating applicable to the successor, surviving entity, assignee or transferee, immediately after giving effect to such event is equal to or greater than the credit rating of the Customer, or such successor, surviving entity, assignee or transferee provides Security satisfying the requirements of Section 11;

(3) no Event of Default shall have occurred and be continuing immediately before, or can reasonably be expected to occur upon or as a result of, such assignment or transfer; and

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(4) such assignee or transferee has assumed in writing all of the obligations of the Customer under this Agreement (including the Customer's obligations to post and maintain security under Section 11) and has agreed to be bound by all the terms and conditions of this Agreement accruing or arising from and after the effectiveness of such assignment or transfer; and

(5) with respect to any Protective Insurance Product then in effect, the issuing insurer has consented to such assignment or transfer, or has issued an endorsement or replacement policy in favor of the Company for the account of the assignee or transferee (such consent, endorsement, or replacement not to be unreasonably withheld, conditioned, or delayed), such that the Security is fully preserved in favor of the Company as required by Subsection 15.e;

The Customer shall notify the Company of any such assignment or transfer no later than fifteen (15) days after the assignment or transfer.

(iii) For any permitted collateral assignment, the Company will execute a consent and agreement to enable such assignment as reasonably required by a Facility Lender, including reasonable notice and cure rights. Any assignment to a Facility Lender will not relieve the Customer of its obligations or liabilities under this Agreement. The Company has no obligation to provide consent, or enter into any new agreement, that would materially increase the Company's obligations under this Agreement or that would be reasonably expected to adversely affect the Company. The Customer will pay directly or reimburse the Company for its reasonable out-of-pocket expenses incurred in the negotiation of any documents requested by the Customer or a Facility Lender.

d. Notwithstanding any other provision in the Agreement, this Agreement may not be assigned to a Foreign Entity and any attempt to do so shall be void ab initio.

e. Notwithstanding any other provision in the Agreement, any Assignment of this Agreement must fully preserve the Security in favor of the Company. Any assignment or attempt to assign this Agreement that does not fully preserve the Security in favor of the Company or diminishes the value of the Security to the Company shall be void and have no force or effect.

16. Indemnity to the Company

The Customer agrees that the Indemnity to Company provisions set forth in Subsection 5.2.2.4 of the Company Tariff apply to the Customer and to this Agreement and that it shall indemnify and hold the Company harmless as otherwise provided in this Agreement. The indemnification and hold harmless provisions in this Agreement shall survive the termination of this Agreement.

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17. Limitation on Consequential Damages

The Customer agrees that the Limitation on Consequential Damages provisions set forth in Subsection 5.2.2.5 of the Company Tariff approved by and on file with the Commission apply to the Customer and to this Agreement.

18. Risk of Loss

a. The Parties agree that title to, and risk of loss related to, the energy delivered pursuant to this Agreement shall transfer from the Company to the Customer at the Point of Delivery.

b. Except under circumstances of gross negligence or intentional wrongdoing, including, without limitation, willful misconduct by the other Party, each Party will have the full risk of loss for its own property and material, and each Party will obtain and maintain insurance coverage accordingly under its own insurance and risk management procedures. To the extent permitted by each Party's insurer, at no additional cost to that Party, each Party will require its property insurer to waive the right of subrogation.

19. Events of Default

a. The Company maintains the right to discontinue service pursuant to Subsection 5.2.14 of the Company Tariff and for the Events of Default specified herein.

b. The occurrence with respect to a Party of any of the following events or conditions constitutes an Event of Default with respect to such Party:

(i) Such Party becomes bankrupt;

(ii) The Customer or other entities that receive electric service at the Customer Premises become a Foreign Entity;

(iii) Such Party assigns or transfers this Agreement in violation of Section 15 of this Agreement;

(iv) The Customer materially breaches any provision of this Agreement, rate schedule LLCS-1 [or LLCS-2], or the Company Tariff and fails to cure any such breach within thirty (30) days after receipt of written notice by the Company of the existence and nature of such alleged breach; provided, however, that if such breach is not reasonably capable of being cured within such thirty (30) day period, then the Customer will have additional time (not exceeding an additional thirty (30) days) as is reasonably necessary to cure the breach so long as the Customer promptly commences and diligently pursues the cure; or

Continued to Sheet No. 7.1100

Continued from Sheet No. 7.1095

(v) The Company materially breaches any provision of this Agreement and fails to cure any such breach within thirty (30) days after receipt of written notice by the Customer of the existence and nature of such alleged breach; provided, however, that if such breach is not reasonably capable of being cured within such thirty (30) day period, then the Company will have additional time (not exceeding an additional thirty (30) days) as is reasonably necessary to cure the breach so long as the Company promptly commences and diligently pursues the cure.

c. Termination for Event of Default.

(i) If a Party fails to cure an Event of Default within the applicable cure period, and the default is not contested pursuant to the dispute resolution process set forth in Section 21, the non-defaulting Party will have the right to terminate this Agreement.

(ii) Prior to any termination pursuant to Section 19(c)(i), the Company shall notify the Customer at least ninety (90) days in advance and describe the Customer's failure to comply. The Company may then terminate service under this Agreement at the end of the ninety (90) day notice period ("Termination Period"); provided, if the Customer cures the Event of Default or other compliance deficiencies described by the Company, to the Company's reasonable satisfaction, prior to the end of the Termination Period, the Company will not terminate this Agreement.

20. Jurisdiction

This Agreement is subject to the jurisdiction of the Commission as part of the provision of retail electric service by the Company pursuant to the Company Tariff.

21. Dispute Resolution and Venue

If a dispute arises between the Parties regarding this Agreement, either Party will give written notice to the other Party. If the Parties are unable to resolve the dispute between themselves within sixty (60) days, either Party may submit the dispute to a court of competent jurisdiction in Florida or in the United States District Court having jurisdiction in Florida, with venue in Hillsborough County, Florida in either instance. Each Party waives a trial by jury and agrees that each such court shall have personal jurisdiction over it with respect to such proceeding, and waives any objections it may have, and expressly consents to such personal jurisdiction.

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Continued from Sheet No. 7.1100

22. Miscellaneous

a. No Third-Party Beneficiary. Except as expressly provided herein, this Agreement is for the sole and exclusive benefit of the Parties and is not intended to create a contractual relationship with, or cause of action or other rights in favor of, any Person other than the Parties.

b. Subcontractors and Agents.

(i) Nothing in this Agreement will prevent a Party from utilizing the services of any subcontractor or agent as it deems appropriate to perform its obligations under this Agreement; provided, however, that each Party will require its subcontractors and agents to comply with all applicable terms and conditions of this Agreement in providing such services and each Party shall remain primarily liable to the other Party for the performance of such subcontractor or agent.

(ii) The creation of any subcontract or agency relationship will not relieve the hiring Party of any of its obligations under this Agreement. The hiring Party will be fully responsible to the other Party for the acts or omissions of any subcontractor or agent the hiring Party hires as if no subcontract had been made; provided, however, that in no event will the Company be liable for the actions or inactions of the Customer or its subcontractors or agents with respect to obligations of the Customer. Any applicable obligation imposed by this Agreement upon the hiring Party shall be equally binding upon, and will be construed as having application to, any subcontractor or agent of such Party.

(iii) The obligations under Section 22.b.(ii) will not be limited in any way by any limitation of subcontractor's or agent's insurance.

c. Headings. The section and paragraph headings in this Agreement are for reference purposes only and will not affect, in any way, the meaning or interpretation of this Agreement.

d. Governing Law. This Agreement will be construed and enforced in accordance with the laws of the State of Florida.

e. No Joint System. The Parties each own and operate separate interconnected electric systems, and no provision of this Agreement will be interpreted to mean or imply the Parties have established or intend to establish a jointly owned electric system, a joint venture, trust, a partnership or any other type of association.

Continued to Sheet No. 7.1110

Continued from Sheet No. 7.1105

f. Relationship to Company Tariff. The Parties acknowledge that all the rights and obligations identified in the Company Tariff will apply to this Agreement, and nothing contained herein will abrogate any of the rights or entitlements of the Company or the Customer pursuant to the Company Tariff other than as explicitly set forth in this Agreement, subject to any required approval of the Commission or other applicable regulatory authority for the provision of retail electric service to the Customer. In the event any term of this Agreement conflicts with the Company Tariff, the terms of this Agreement will control.

g. Entire Agreement. This Agreement supersedes all previous agreements and representations either written or oral heretofore made between the Company and the Customer with respect to the matters herein contained. This Agreement, when duly executed, constitutes the only agreement between the Parties hereto relative to the matters herein described.

h. Severability. If any Governmental Authority holds or declares that any provision of this Agreement is invalid, or if as a result of a change in any Applicable Law, any provision of this Agreement is rendered invalid or results in the impossibility of performance thereof, the remainder of this Agreement not affected thereby will continue in full force and effect. In such an event, the Parties will promptly renegotiate in good faith new provisions to restore this Agreement as nearly as possible to its original intent and effect.

i. Counterparts. This Agreement may be executed in any number of counterparts, and each executed counterpart will have the same force and effect as an original instrument.

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Continued to Sheet No. 7.1115

Continued from Sheet No. 7.1110

IN WITNESS WHEREOF, the Parties, each of whom represents and warrants that he or she is duly authorized to execute this Agreement, have caused this instrument to be executed in due form of law.

Customer:
_____
By/Title:
_____
Name (print):
_____
Signature:
_____
Date: _____
Phone #: _____
Email: _____

Tampa Electric Company
Representative:
By/Title: _____
Signature:_____
Department: _____
Date: _____

Tampa Electric Company:
By/Title: _____
Signature:_____
Department: _____
Date: _____

Appendix A

Load Ramp, Contracted Capacity Demand,
Load Factor and In-Service Date

[To be Inserted]

Appendix B

Rate Schedule [LLCS-1 or LLCS-2]

[To be Inserted]

Appendix C

Parent Company Guaranty,
Irrevocable Standby Letter of Credit,
Protective Insurance Product,
or Other Security

[To be Inserted]

Appendix D

Notices

Addresses for Notices

For Customer:	For Company:
With Copies to:	With Copies to:
For Operational Matters:	

Appendix E

Affidavit of Ownership

Tampa Electric Company

Large Load Customer Contract

Affidavit of Ownership

State of FLORIDA

County of _____

Before me this day personally appeared _____ ("Affiant") who, being duly sworn, deposed and said:

1. For purposes of this Affidavit:

   a. The term "foreign country of concern" means the People's Republic of China, the Russian Federation, the Islamic Republic of Iran, the Democratic People's Republic of Korea, the Republic of Cuba, the Venezuelan regime of Nicolás Maduro, or the Syrian Arab Republic, including any agency of or any other entity under significant control of such foreign country of concern.

   b. The term "Foreign Entity(ies)" means an entity that is: (a) owned or controlled by the government of a foreign country of concern; or (b) a partnership, an association, a corporation, an organization, or other combination of persons organized under the laws of or having its principal place of business in a foreign country of concern, or a subsidiary of such entity.

   c. The term "Large Load Customer Contract" means the Large Load Customer Contract, between _____ ("Customer") and Tampa Electric Company, dated [month day, year] ("LLCC").

   d. The terms "Customer Facilities" and "Customer Premises" have the meanings ascribed to them in the LLCC.

   e. The term "Other Entities" means any entities that are or will be supplied with electric service for ultimate use at the Customer Premises or with Customer Facilities.

2. I am employed by Customer as _____ (position). I have personal knowledge of the matters stated in this Affidavit.

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Continued from Sheet No. 7.1150

3. I am fully informed and understand the ownership structure of Customer, who the owners of Customer are, and the business arrangements between Customer and any Other Entities. I also understand and am fully informed about the ownership structure of the Other Entities, if any, and who the owners of Other Entities are. I have been expressly authorized by the Other Entities to make the representations in the Affidavit about them.

4. Customer and all Other Entities are not Foreign Entities as of the date of this Affidavit.

5. Pursuant to the LLCC, Customer has agreed that it will not become a Foreign Entity during the Term of the LLCC ("Term") and that it will notify the Company within thirty (30) days if it becomes a Foreign Entity during the Term.

6. The documents governing the business arrangement between Customer and Other Entities specify that the Other Entities will not become Foreign Entities during the Term and that the Other Entities will notify Customer within thirty (30) days if they become a Foreign Entity during the Term, in which case Customer will notify the Company within thirty (30) days.

7. Under penalty of perjury, I declare that I have read the foregoing affidavit and that the facts stated in it are true to the best of my information and belief.

_____
Signature of Affiant

Sworn to (or affirmed) and subscribed before me by means of ___ physical presence or ___ online notarization on this _____ day of _____, 20____, by _____ who ___ is personally known to me or ____ produced a _____ as identification.

(SEAL)

_____
Signature of Notary Public

_____
Printed Name of Notary Public