

September 30, 2026

ELECTRONIC FILING

Mr. Adam J. Teitzman, Commission Clerk
Office of Commission Clerk
Florida Public Service Commission
2540 Shumard Oak Boulevard
Tallahassee, Florida 32399-0850

Re: Petition for Approval of Large Load Customer Tariffs by Tampa Electric Company; Docket 2026____-EI

Dear Mr. Teitzman:

Attached for filing in the above-referenced docket is a Petition for Approval of Large Load Customer Tariffs by Tampa Electric Company. This letter includes an index of the documents we are e-filing today in support of this Petition.

The testimony and exhibits of Tampa Electric Company's witnesses supporting this Petition are being filed contemporaneously under separate, individual cover letters.

Thank you for your assistance with this matter.

(Document 1 of 4)

Sincerely,

A handwritten signature in blue ink, appearing to read 'J. Jeffry Wahlen'.

J. Jeffry Wahlen

cc: Walt Trierweiler, Public Counsel

JJW/dh
Attachments

BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION

In re: Petition for Approval of Large Load
Customer Tariffs by Tampa Electric
Company.

DOCKET NO. 2026____-EI
FILED: September 30, 2026

Index of Documents

Document No.	Description
1.	Petition for Approval of Large Load Customer Tariffs by Tampa Electric Company (with Exhibits One and Two)
2.	Direct Testimony of Penelope Rusk and Exhibit No. PR-1
3.	Direct Testimony of Jose Aponte and Exhibit No. JA-1
4.	Direct Testimony of Stewart Miller and Exhibit No. SM-1

BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION

In re: Petition for Approval of Large Load
Customer Tariffs by Tampa Electric
Company.

DOCKET NO. 2026____-EI

FILED: September 30, 2026

**PETITION FOR APPROVAL OF LARGE LOAD CUSTOMER TARIFFS
BY TAMPA ELECTRIC COMPANY**

Tampa Electric Company ("Tampa Electric," "company," or "Petitioner") requests that the Florida Public Service Commission ("FPSC" or "Commission") approve the Large Load Customer Tariffs attached to this Petition as Exhibits One and Two, and states:

I. Large Load Customer Law ("Act")

1. Section 366.043, Florida Statutes, governs large load customer tariffs for public electric utilities. It requires public utilities like Tampa Electric to file tariffs that comply with the statute for Commission approval by October 1, 2026. A "large load customer" is a customer with an anticipated monthly peak load of 50 megawatts ("MW") or more, calculated as the highest average load over a 15-minute interval at a single location. Fla. Stat. § 366.043(2)(d) (2026). 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. Fla. Stat. §366.043(4) (2026).

2. The Act prescribes minimum tariff and service requirements for large load customer tariffs. They must "reasonably ensure that each large load customer bears its own full cost of service and that such cost is not shifted to the [company's] general body of ratepayers." They must include "provisions reasonably designed to prevent a public utility from providing electric service to a customer that would otherwise qualify as a large

load customer if that customer is a foreign entity” as defined in the statute. Fla. Stat. §366.043(3)(b) (2026).

3. The term “cost of service” includes, but is not limited to “connection, incremental transmission, incremental generation, and other infrastructure costs; operations and maintenance expenses; and any other costs required to serve a large load customer.” Fla. Stat. §366.043(3)(a) (2026).

4. The Act states that the Commission may approve public utility tariffs that include industry-accepted rate making and other financial tools, including, but not limited to: contributions in aid of construction; demand charges, including minimum demand charges; incremental generation charges; financial guarantees; minimum load factors; take-or-pay provisions or similar provisions requiring payment for contracted capacity, regardless of a large load customer’s actual usage or demand; and minimum period of service contract requirements, including early termination fees or other fees for violation of such contracts. Fla. Stat. §366.043(5) (2026).

5. Although the Act focuses on risk mitigation and protecting the general body of rate payers, large load customers can benefit a utility’s general body of rate payers by spreading fixed costs over more and larger customers and by paying a fair share of a utility’s overall system costs.

II. Tampa Electric’s Proposal

6. Tampa Electric proposes rate schedules LLCS-1, LLCS-2, a Large Load Customer Contract, and related general tariff changes (together, “Proposal”) to comply with the Act. Clean and redline versions of the tariffs in the company’s Proposal are included with this Petition as Exhibits One and Two, respectively.

7. Proposed rate schedule LLCS-1 will apply to the first gigawatt of large load customer load served by the company. This schedule includes rates and charges that will recover (a) the cost of service associated with the planned construction of 600 MW of energy storage devices, 600 MW of new generating capacity arising from the company's planned modernization of Big Bend Unit 4 ("BB4 Mod"), and transmission facilities to connect these generating resources to the grid to serve up to one gigawatt of cumulative large load customer demand (collectively, "New Generation") and (b) a reasonable share of the company's overall average system costs.

8. Proposed rate schedule LLCS-2 will apply to large load customer demand above the first gigawatt of demand to be served under LLCS-1. This schedule reflects a formula approach for developing rates that will recover the full cost of service associated with the planned construction of the specific generating facilities, energy storage devices, and new transmission facilities needed to serve customers seeking service under LLCS-2 as well as a reasonable share of the company's overall average system costs.

9. The proposed Large Load Customer Contract ("LLCC") is a standard contract that will be executed by the company and customers requesting service under rate schedule LLCS-1 or LLCS-2.

10. The general tariff changes include three new definitions¹ in Section 4 of the company's retail tariff ("Company Tariff"), updates to clause-related tariff sheets² to reflect the addition of rate schedules LLCS-1 and LLCS-2, and the addition of the LLCC to

¹ The three new definitions are for Foreign Country of Concern, Foreign Entity, and Large Load Customer. Adding these definitions changed the pagination and location of other defined terms in Section 4, so Exhibit Two reflects these three new definitions and movement of other defined terms to new sheet number in redline format.

² Sheet Nos. 6.020, 6.021, 6.022, 6.023, 6.024, and 6.025.

Section 7 of the Company Tariff. The LLCC includes a standard affidavit of ownership for large load customers to support the company's compliance with Section 366.043(3)(b) on foreign entities.

11. The company's Proposals:
 - a. apply to large load customers as defined in the Act;
 - b. will benefit the company's general body of rate payers because the proposed rates reflected therein will require large load customers to pay their incremental cost of service and a reasonable share of the company's overall system costs;
 - c. are based on (i) a reasonable and cost-effective system expansion plan that uses a combination of new energy storage devices (batteries) and a portion of the new capacity that will result from the company's planned Big Bend Unit 4 modernization project and (ii) revenue requirement calculations prepared using assumptions consistent with the company's last general base rate proceeding;
 - d. reasonably ensure that large load customers will bear their own cost of service and that such costs are not shifted to the company's general body of ratepayers;
 - e. include provisions reasonably designed to prevent Tampa Electric from providing electric service to a customer that would otherwise qualify as a large load customer if that customer is a foreign entity;
 - f. reflect and include industry-accepted rate making and other financial tools, including, but not limited to: contributions in aid of construction; demand

charges, including minimum demand charges; incremental generation charges; financial guarantees; minimum load factors; take-or-pay provisions or similar provisions requiring payment for contracted capacity, regardless of a large load customer's actual usage or demand; and minimum period of service contract requirements, including early termination fees or other fees for violation of such contracts;

- g. otherwise comply with the Act; and
- h. reflect large load customer rates that are fair, just and reasonable as required by Section 366.06, Florida Statutes.

III. Statement of Ultimate Facts Alleged and Providing the Basis for Relief

12. The ultimate facts that entitle Tampa Electric to the relief requested herein are the facts alleged in paragraphs 1 through 11, above.

IV. Information Required by Rule 28-106.201

13. This Petition begins an original proceeding and is not filed in response to a proposed agency action.

14. Petitioner's name is Tampa Electric Company. Its address is 3600 Midtown Drive, Tampa, Florida 33607.

15. Tampa Electric is a Florida corporation and is a wholly owned subsidiary of TECO Holdings, Inc., which is a wholly owned subsidiary of Emera, Inc. The company is an investor-owned electric public utility regulated by the Commission pursuant to Chapter 366, Florida Statutes. Tampa Electric serves approximately 870,000 retail electric customers in Hillsborough and portions of Polk, Pinellas, and Pasco Counties, Florida.

16. Tampa Electric files this Petition pursuant to Sections 120.57, 366.043, 366.06, and 366.07, Florida Statutes, and Rule 28-106.301, Florida Administrative Code, which are the statutes and rules that entitle the company to the relief requested.

17. The agency affected is the FPSC, located at 2540 Shumard Oak Boulevard, Tallahassee, Florida, 32399.

18. The following individuals should receive service of any pleadings, motions, notices, orders, or other document required to be served upon any party to this proceeding:

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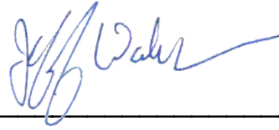
19. The company's substantial interests will be impacted by the Commission's action on this Petition because that action will determine the rates Tampa Electric charges to its customers and the terms under which Tampa Electric will provide service to large load customers.

20. Tampa Electric is not aware of any disputed issues of material fact associated with this Petition.

WHEREFORE, Tampa Electric respectfully requests that the Commission approve the Large Load Customer Tariffs attached as Exhibits One and Two and grant all such other relief as may be reasonable and proper.

DATED this 30th day of September, 2026.

Respectfully submitted,



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ATTORNEYS FOR TAMPA ELECTRIC COMPANY

EXHIBIT ONE

Exhibit One Index

Clean Version

Tariff Section	Tariff Sheet(s)	Bates Stamped Page
4	Technical Terms (Revised Sheet Nos. 4.050, 4.060, 4.070, 4.080, 4.090, 4.100, 4.110)	10
6	Index of Rate Schedules (Revised Sheet No. 6.010)	17
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6	LLCS-1 Rate Schedule (Original Sheet Nos. 6.850, 6.855, 6.860, 6.865, 6.870, 6.875)	24
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FIFTH REVISED SHEET NO. 4.050
CANCELS FOURTH REVISED SHEET NO. 4.050

Easement

A privately owned parcel of land which is dedicated by the owner for the primary purpose of installing, maintaining and replacing Company facilities.

Electrical Contractor

A person responsible for the construction or maintenance of the customer's electrical facilities.

Electrode

Conductor(s) designed to effect a grounding system.

Energy Conservation Recovery Charge

The charge established to recover the cost incurred within the Energy Conservation Cost Recovery Clause for approved conservation programs.

Environmental Recovery Charge

The charge established to recover the cost incurred within the Environmental Cost Recovery Clause for approved environmental compliance costs.

Estimated Net Salvage Value

An estimate of the salvage value of a specific set of existing electric facilities less the costs associated with removing and disposing of the facilities.

Estimated Remaining Net Book Value

An estimate of the original cost less accumulated depreciation of a specific set of existing electric facilities.

Finished Grade

The final grading level of the earth around a building or structure.

Flat Rate

A rate for electricity that has such constant or predictive use that metering is normally unnecessary for billing purposes.

Flicker

The momentary variation of voltage level caused by on/off switching of a load on a circuit.

Foreign Country of Concern

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.

Foreign Entity

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.



THIRD REVISED SHEET NO. 4.060
CANCELS SECOND REVISED SHEET NO. 4.060

Franchise Fee Charge

That fee charged to recover the cost incurred for doing business in a Franchised area.

Frequency

The number of alternating current cycles in one second (normally 60).

Fuel Recovery Charge

That charge established to recover the total fuel and purchased power cost within the Fuel and Purchased Power Cost Recovery Clause.

Ground

Earth potential.

Group Metering

Customer owned and company approved meter centers.

Guarantor

One who initiates or gives a guarantee.

Hand Hole

A small junction box placed in the ground.

High Density Subdivision

A subdivision having a density of 6 or more dwelling units per acre.

High Leg

The conductor in a three-phase delta secondary connection that has a higher voltage-to-ground potential than the other conductors.

High Pressure Sodium

A lamp using sodium as a medium for street and area lighting use.

Horse Power

The nameplate rating of motors and/or other apparatuses. For conversion purposes, one horsepower shall be considered as equivalent to one kilowatt.

In Place Value

Plant in service value (undepreciated) of the facility.

Incandescent

The ordinary light bulb.

Industrial Service

Service to customers engaged in a process which creates or changes raw or unfinished materials into another form or product. (Factories, mills, machine shops, mines, oil wells, refineries, pumping plants, creameries, canning and packing plants, shipyards, etc.; i.e., in extractive fabricating or processing activities.)



FIFTH REVISED SHEET NO. 4.070
CANCELS FOURTH REVISED SHEET NO. 4.070

Inspector or Inspection Authority

A person or agency authorized to inspect and approve electrical installations.

Integrated Demand

Is the summation of the continuously varying instantaneous demands during a specified time interval performed by metering equipment.

Interconnection Costs

All costs associated with the change-out, upgrading or addition of protective devices, transformers, lines, services, meters, switches, and associated equipment and devices beyond those which would be required to provide normal service to the qualifying facility if no cogeneration were involved.

Kilovar (KVAR)

A kilovolt-ampere (KVA) is a unit of electrical power which is composed of two sub-components: real power (KW) and reactive power (KVAR). KVA is often referred to as apparent power as it represents the total load requirement of an electrical device. When a load is operating at unity (100%) power factor, KVA is equal to KW because there is no reactive power requirement. When a load is operating at less than unity power factor, KVA is greater than KW because of the load's requirement for both real and reactive power.

Kilovolt-Ampere (KVA)

It is the product of the volts times the amperes, divided by 1,000, where the amperes represent the vectorial sum of the ampere current that is in step with the alternating voltage (representing the current to do useful work) and the reactive ampere current flowing in the circuit.

Kilowatt (KW) (1000 watts)

A watt is the electrical unit of power or rate of doing work. It is equal to one ampere flowing under the pressure of one volt at unity power factor.

Kilowatt-Hour (KWH)

Kilowatts times time in hours.

Large Load Customer

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.

Light-Emitting Diode (LED)

A semiconductor light source.

Line Extension

That extension of the circuit to be added to the existing circuit.



FOURTH REVISED SHEET NO. 4.080
CANCELS THIRD REVISED SHEET NO. 4.080

Load

- (1) The customer's equipment requiring electrical power.
- (2) The quantity of electric power required by the customer's equipment, usually expressed in kilowatts or horsepower.

Load Balance

An equally spread load over a multiphase system.

Load Center

The customer's circuit panel or distribution point.

Load Factor

The number of kilowatt-hours used for a given period of time divided by the product of the maximum kilowatt demand established during the period and the number of hours in the period.

Low-Density Subdivision

A subdivision having a density of at least 1.0 dwelling units but less than 6 dwelling units per acre.

Lumen

A unit of light measurement. The intensity of light delivered by one standard candle at a distance of one foot is approximately one (1) lumen.

Luminaire

A lighting fixture for street and area lighting.

Main Distribution System

That part of the Company's Distribution System which does not include overhead service drops, underground service laterals or lighting systems.

Main Switch (Disconnect)

A customer-owned device used to disconnect the customer's total load from the Company's system.

Manufactured Home (includes Mobile Home and Trailer)

A factory assembled structure equipped with the necessary service connections and made so as to be readily moveable as a unit without a permanent foundation.

Metal Halide

A lamp using argon-xenon and mercury as a medium for street and area lighting.

Metering Room

A room in a customer's facility existing solely for the metering equipment.

Meter Socket Enclosure

A meter socket enclosure is a device that provides support and means of electrical connection to a watt-hour meter. It has a wiring chamber with provisions for conduit entrances and exits, and a means of sealing the meter in place.



SEVENTH REVISED SHEET NO. 4.090
CANCELS SIXTH REVISED SHEET NO. 4.090

Multiple Occupancy Buildings

A structure erected and formed of component structural parts and designed to contain five (5) or more individual dwelling units.

National Electrical Code (NEC)

The minimum standard for customer wiring as enacted by the National Fire Protection Association and enforced by local government.

Network

An arrangement of transformers and wiring effecting a highly reliable source of electrical energy in any given area.

Overhead Service

Wiring and associated facilities normally installed by the Company on poles to serve the customer.

Ownership Line

The point where the Company's facilities connect with the customer's facilities.

Pedestal

A meter socket enclosure mounted on a post and fed from an underground source.

Power Factor

Ratio of kilowatts to kilovolt-amperes.

Premises

The property location of customer or Company equipment.

Primary Service

The Term "primary service" refers to the voltage at which the Company distributes electrical energy from its Distribution Substation for customer utilization.

Primary Distribution Service

The delivery of electricity transformed from the transmission system to a distribution service voltage, typically 13kV, whereby the customer may utilize such voltage and is responsible for providing the transformation facilities to reduce the voltage for any secondary distribution service voltage requirement.

Primary Voltage

The voltage level in a local geographic area which is available after the Company has provided transformation from the transmission system.

Qualifying Facility

A cogenerator or small power producer which obtains qualifying status under Section 201 of PURPA and Subpart B of FERC regulations.

Raceway

A mechanical structure for supporting wiring, conduits or bus.



SIXTH REVISED SHEET NO. 4.100
CANCELS FIFTH REVISED SHEET NO. 4.100

Rate Schedule

The approved standard used for calculation of bills.

Relay Service

Premium service supplied to a customer from more than one distinct source capable of automatic or customer controlled manual switching upon loss of the preferred source. A distinct source is a distribution source originating from a unique distribution substation transformer.

Renewable Energy

Electrical energy produced from renewable sources defined in applicable Florida Statutes.

Residential Service

Service to customers in private residences and individually metered apartments and condominiums when all energy is used for domestic purposes.

Right-of-Way

The established path for the installation of the Company's wiring on public property.

Rules and Regulations

The approved standards and methods for service to the Company's customers.

Rural

Outside the geographical limits of any incorporated cities, except areas which exhibit urban characteristics.

Secondary Distribution Service

The delivery of electricity transformed to the lowest utilized service voltage, typically ranging from 120 volts to 480 volts.

Service

- (1) The supply of electrical energy, measured in kilowatt-hours and kilowatt demand.
- (2) The conductors and equipment for delivering energy from the electricity supply system to the wiring system of the premises served.

Service Area

The established geographical boundaries of the Company.

Service Drop

The overhead service conductor(s) from the last pole or other aerial support to and including the connections to the service entrance conductors at the building.

Service Entrance

That portion of the wiring system between the point of attachment to the Company's distribution system and the load side terminals of the main switch or switches. This will include the grounding equipment.



SEVENTH REVISED SHEET NO. 4.110
CANCELS SIXTH REVISED SHEET NO. 4.110

Service Equipment

The necessary equipment, usually consisting of circuit-breaker or switch, fuses and their accessories, located near the point of entrance of supply conductors' to a building and intended to constitute the main control and means of disconnection for the supply to that building.

Service Location

The point established by the company for the location of the service entrance.

Set Pole

An existing pole on which company facilities may be attached.

Single Phase

One phase of a three phase system (see three phase)

Storm Surcharge

The charge that will recover the cost of storms charged to the storm reserve

Storm Protection Plan Recovery Charge

The charge established to recover the cost incurred within the Storm Protection Plan Cost Recovery Clause for approved hardening efforts to further protect the grid from hurricanes or other extreme weather events.

Subdivision

A tract of land which is divided into five (5) or more building lots or upon which five (5) or more separate dwelling units are to be located, or land on which new multiple-occupancy buildings are constructed.

Sub-Meter or Test Meter

A meter used to check electric usage on a particular electrical load for a non-billing purpose.

Subtransmission Service

The delivery of electricity at the lowest transmission system voltage, whereby the customer may utilize such service voltage and is responsible for providing transformation facilities to reduce the voltage for any primary distribution service voltage requirement and to further reduce the voltage for any secondary distribution service voltage requirement.

Subtransmission Voltage

The lowest transmission system voltage, typically 69kV.

Tariff

The assembled volume containing the "rules", "regulations", "rate schedules", "standard forms", "contracts", and other material as required by, and filed with, the Florida Public Service Commission and constituting a contract between the Company and its Customers with the force and effect of law.



TWENTY-EIGHTH REVISED SHEET NO. 6.010
 CANCELS TWENTY-SEVENTH REVISED SHEET NO. 6.010

INDEX OF RATE SCHEDULES

<u>Schedule</u>	<u>Classification</u>	<u>Sheet No.</u>
	Additional Billing Charges	6.020
	Payment of Bills	6.023
CETM	Clean Energy Transition Mechanism	6.025
RS	Residential Service	6.030
GS	General Service - Non Demand	6.050
GSD	General Service - Demand	6.080
GSLDPR	General Service Large Demand Primary	6.140
GSLDSU	General Service Large Demand Subtransmission	6.160
CS	Construction Service	6.290
GST	Time-of-Day General Service - Non-Demand (Optional)	6.320
GSDT	Time-of-Day General Service - Demand (Optional)	6.330
GSLDTPR	General Service Demand Time-of Day Primary	6.370
GSLDTSU	General Service Demand Time-of-Day Subtransmission	6.400
RSVP-1	Residential Service Variable Pricing	6.560
SBD	Standby And Supplemental Demand Service	6.600
SBDT	Time-of-Day Standby And Supplemental Demand Service (Optional)	6.605
SBLDPR	Standby Large Demand Primary	6.610
SBLDSU	Standby Large Demand Subtransmission	6.630
SBLDTPR	Standby Large Demand Time-of-Day Primary	6.650
SBLDTSU	Standby Large Demand Time-of-Day Subtransmission	6.670
EDR	Economic Development Rider	6.720
CISR-2	Commercial/Industrial Service Rider	6.740
LS-1	Street and Outdoor Lighting Service	6.800
LS-2	Customer Specified Lighting Service	6.830
LLCS-1	Large Load Customer Service - 1	6.850
LLCS-2	Large Load Customer Service - 2	6.880

ISSUED BY: A. D. Collins, President

DATE EFFECTIVE:



NINETY-THIRD REVISED SHEET NO. 6.020
 CANCELS NINETY-SECOND REVISED SHEET NO. 6.020

ADDITIONAL BILLING CHARGES

TOTAL FUEL AND PURCHASED POWER COST RECOVERY CLAUSE: The total fuel and purchased power cost recovery factor shall be applied to each kilowatt-hour delivered, and shall be computed in accordance with the formula prescribed by the Florida Public Service Commission. The following fuel recovery factors by rate schedule have been approved by the Commission:

RECOVERY PERIOD (January 2026 through December 2026)					
Rate Schedules	¢/kWh Fuel			¢/kWh Capacity	¢/kWh Environmental
	Standard	Peak	Off-Peak		
RS (up to 1,000 kWh)	3.210			0.264	0.087
RS (over 1,000 kWh)	4.210			0.264	0.087
RSVP-1 (P ₁)	3.516			0.264	0.087
(P ₂)	3.516			0.264	0.087
(P ₃)	3.516			0.264	0.087
(P ₄)	3.516			0.264	0.087
GS, GST	3.516	3.822	3.376	0.221	0.080
CS	3.516			0.221	0.080
LS-1, LS-2	3.452			0.032	0.049
GSD Optional					
Secondary	3.516			0.176	0.072
Primary	3.481			0.174	0.071
Subtransmission	3.446			0.172	0.071
Rate Schedules	¢/kWh Fuel			\$/kW Capacity	¢/kWh Environmental
	Standard	Peak	Off-Peak		
GSD, GSDT, SBD, SBDT					
Secondary	3.516	3.822	3.376	0.72	0.072
Primary	3.481	3.784	3.342	0.71	0.071
Subtransmission	3.446	3.746	3.308	0.71	0.071
GSLDPR, GSLDTPR	3.481	3.784	3.342	0.66	0.064
SBLDPR, SBLDTPR	3.481	3.784	3.342	0.66	0.064
GSLDSU, GSLDTSU	3.446	3.746	3.308	0.61	0.063
SBLDSU, SBLDTSU	3.446	3.746	3.308	0.61	0.063
LLCS-1, LLCS-2	3.446	3.746	3.308	0.61	0.063

Continued to Sheet No. 6.021

ISSUED BY: A. D. Collins, President

DATE EFFECTIVE:



**FORTY-FOURTH REVISED SHEET NO. 6.021
CANCELS FORTY-THIRD REVISED SHEET NO. 6.021**

Continued from Sheet No. 6.020

Rate Schedules	¢/kWh Energy Conservation	¢/kWh Storm Protection Plan
RS (up to 1,000 kWh)	0.270	0.717
RS (over 1,000 kWh)	0.270	0.717
RSVP-1 (P ₁)	(3.381)	0.717
(P ₂)	(1.324)	0.717
(P ₃)	7.435	0.717
(P ₄)	41.340	0.717
GS, GST	0.233	0.568
CS	0.233	0.568
LS-1, LS-2	0.070	0.574
GSD Optional		
Secondary	0.194	0.493
Primary	0.192	0.488
Subtransmission	0.190	0.483
Rate Schedules	\$/kW Energy Conservation	\$/kW Storm Protection Plan
GSD, GSDT, SBD, SBDT		
Secondary	0.79	2.02
Primary	0.78	2.00
Subtransmission	0.78	1.98
GSLDPR, GSLDTPR	0.77	1.35
SBLDPR, SBLDTPR	0.77	1.35
GSLDSU, GSLDTSU	0.72	0.11
SBLDSU, SBLDTSU	0.72	0.11
LLCS-1, LLCS-2	0.72	0.11

Continued to Sheet No. 6.022



NINTH REVISED SHEET NO. 6.022
 CANCELS EIGHTH REVISED SHEET NO. 6.022

Continued from Sheet No. 6.021

CONTRACT CREDIT VALUE (CCV): This incentive is applicable to any commercial or industrial customer with interruptible loads of 500 kW or greater who qualify to participate in the company's GSLM 2 & 3 load management programs. The credit is updated annually. The 2025 CCVs per kW reduction at secondary voltage are:

Year	Secondary	Primary	Sub transmission
2025	11.75	11.63	11.52

Refer to Tariff sheets 3.210 and 3.230 for additional contract details.

FUEL CHARGE: Fuel charges are adjusted annually by the Florida Public Service Commission, normally in January. The fuel charge factors shall be applied to each kilowatt-hour delivered.

ENERGY CONSERVATION RECOVERY CHARGE: Energy conservation cost recovery factors recover the conservation related expenditures of the Company. The procedure for the review, approval, recovery and recording of such costs and revenues is set forth in Commission Rule 25-17.015, F.A.C. For rate schedules, RS, RSVP, GS, GST, CS, LS, and GSD Optional, cost recovery factors shall be applied to each kilowatt-hour delivered.

For rate schedules, GSD, GSDT, SBD, SBDT, GSLDPR, GSLDSU, GSLDTPR, GSLDTSU, SBLDPR, SBLDSU, SBLDTPR, SBLDTSU, LLCS-1, and LLCS-2, cost recovery factors shall be applied on a kilowatt (kW) basis to the billing demand or supplemental billing demand and to the greater of the standby demand times 12% or the actual standby demand times 4.76%.

CAPACITY RECOVERY CHARGE: In accordance with Commission Order No. 25773, Docket No. 910794-EQ, issued February 24, 1992, the capacity cost recovery factors shall be applied to each kilowatt-hour delivered for rate schedules, RS, RSVP, GS, GST, CS, LS, and GSD Optional. For rate schedules, GSD, GSDT, SBD, SBDT, GSLDPR, GSLDSU, GSLDTPR, GSLDTSU, SBLDPR, SBLDSU, SBLDTPR, SBLDTSU, LLCS-1, and LLCS-2, the cost recovery factors shall be applied to each kilowatt (kW) of billing demand and supplemental billing demand and to the greater of the standby demand times 12% or the actual standby demand times 4.76%.

ENVIRONMENTAL RECOVERY CHARGE: In accordance with Commission Order No. PSC-96-1048-FOF-EI, Docket No. 960688-EI, issued August 14, 1996, the environmental cost recovery factors shall be applied to each kilowatt-hour delivered.

Continued to Sheet No. 6.023



FIFTH REVISED SHEET NO. 6.023
CANCELS FOURTH REVISED SHEET NO. 6.023

Continued from Sheet No. 6.022

FLORIDA GROSS RECEIPTS TAX: In accordance with Section 203.01 of the Florida Statutes, a factor of 2.5641% is applicable to electric sales charges for collection of the state gross receipts tax.

FRANCHISE FEE ADJUSTMENT: Customers taking service within franchised areas shall pay a franchise fee adjustment in the form of a percentage to be added to their bills prior to the application of any appropriate taxes. This percentage shall reflect the Customers' pro rata share of the amount the Company is required to pay under the franchise agreement with the specific governmental body in which the customer is located, plus the appropriate gross receipts taxes and regulatory assessment fees resulting from such additional revenue.

PAYMENT OF BILLS: Bills for service will be rendered monthly by the Company to the customer. Payment is due when the bill is rendered, and becomes delinquent twenty (20) days after mailing or delivery to the customer. Five (5) days written notice separate from any billing will be given before discontinuing service. Payment may be made at offices or authorized collecting agencies of the Company. Care will be used to have bills properly presented to the customer, but nonreceipt of the bill does not constitute release from liability for payment.

STORM PROTECTION PLAN RECOVERY CHARGE: Storm protection plan cost recovery factors recover the cost incurred for approved hardening efforts to further protect the grid from hurricanes or other extreme weather events. The procedure for the review, approval, recovery and recording of such costs and revenues is set for in Commission Rule 25-6.031, F.A.C. For rate schedules, RS, RSVP, GS, GST, GSD Optional, CS, and LS, cost recovery factors shall be applied to each kilowatt-hour delivered. For rate schedules, GSD, GSDT, GSLDPR, GSLDSU, GSLDTPR, GSLDTSU, LLCS-1, and LLCS-2, cost recovery factors will be applied on a kilowatt (kW) basis to the billing demand. For rate schedules SBD, SBDT, SBLDPR, SBLDSU, SBLDTPR and SBLDTSU cost recovery factors will be applied on a kilowatt (kW) basis to the supplemental billing demand and to the local facilities reservation standby demand.

CLEAN ENERGY TRANSITION MECHANISM: In accordance with Commission Order No. PSC-2021-0423-S-EI, Docket No. 20210034-EI, issued November 10, 2021, the clean energy transition mechanism cost recovery factors shall be applied to each kilowatt-hour delivered for rate schedules RS, RSVP, GS, GST, CS, LS-1, LS-2 and GSD Optional. For rate schedules GSD, GSDT, SBD, SBDT, GSLDPR, GSLDTPR, GSLDSU, GSLDTSU, SBLDPR, SBLDTPR, SBLDSU, , SBLDTSU, LLCS-1, and LLCS-2, the cost recovery factors shall be applied to each kilowatt of billing demand, supplemental demand, standby demand and/or actual standby demand.

ISSUED BY: A. D. Collins, President

DATE EFFECTIVE:



FIFTH REVISED SHEET NO. 6.024
 CANCELS FOURTH REVISED SHEET NO. 6.024

STORM SURCHARGE

Storm Surcharge: In accordance with the Florida Public Service Commission ruling, the following charges shall be applied to each kilowatt-hour billed under the company's various rate schedules for specified billing months, as necessary.

<u>Rate Schedules</u>	<u>Energy Rate ¢/kWh</u>
RS (all tiers), RSVP-1 (all pricing periods)	-
GS, GST (all pricing periods), CS	-
GSD, GSDO, SBD, GSDT and SBDT (all pricing periods)	-
GSLDPR, GSLDTPR, SBLDPR and SBLDTPR (all pricing periods)	-
GSLDSU, GSLDTSU, SBLDSU and SBLDTSU (all pricing periods)	-
LLCS-1 and LLCS-2	-
LS-1, LS-2	-



SIXTH REVISED SHEET NO. 6.025
 CANCELS FIFTH REVISED SHEET NO. 6.025

CLEAN ENERGY TRANSITION MECHANISM

Rate Schedules

Energy Rate ¢/kWh

		Rates
RS (up to 1,000 kWh)		0.406
RS (over to 1,000 kWh)		0.406
RSVP-1	(P1)	0.406
	(P2)	0.406
	(P3)	0.406
	(P4)	0.406
GS, GST		0.418
CS		0.418
LS-1, LS-2		0.043
GSD Optional		
Secondary		0.272
Primary		0.272
Subtransmission		0.272

Rate Schedule	Billing Demand \$/kW	Supplemental Demand \$/kW	Standby Dem. LFRC \$/kW	Standby Dem. PSRC Monthly \$/kW	Standby Dem. PSDC Daily \$/kW
GSD, GSDT, SBD, SBDT					
Secondary	\$1.15	\$1.15	\$1.15	\$0.13	\$0.05
Primary	\$1.15	\$1.15	\$1.15	\$0.13	\$0.05
Subtransmission	\$1.15	\$1.15	\$1.15	\$0.13	\$0.05
GSLDPR, GSLDTPR, SBLDPR, SBLDTPR Primary	\$0.86	\$0.86	\$0.86	\$0.10	\$0.04
GSLDSU, GSLDTSU, SBLDSU, SBLDTSU, Subtransmission	\$0.53	\$0.53	\$0.53	\$0.07	\$0.02
LLCS-1, LLCS-2	\$0.53				

ISSUED BY: A. D. Collins, President

DATE EFFECTIVE:



ORIGINAL SHEET NO. 6.850

LARGE LOAD CUSTOMER SERVICE - 1

SCHEDULE: LLCS-1

AVAILABLE: Entire Service Area.

APPLICABLE: To all Customers with an anticipated monthly peak load of 50 megawatts or more at a single location. This schedule does not apply to a load aggregated across multiple locations owned by the same Customer. However, the term includes all Customers or other entities that have metered into a colocation or similar agreement at a single location that otherwise meets the anticipated monthly peak load provided in this paragraph. 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.

CONDITIONS OF SERVICE: The following must be completed before the Company provides service under this schedule:

- (i) The Customer must pay the System Studies charge as required by the Company for 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 such System Studies and pay any required Contribution in Aid of Construction ("CIAC") Payments;
- (iv) The Customer must provide to Company an executed Affidavit of Ownership;
- (v) The Customer and Company must execute the Company's Large Load Customer Contract ("LLCC"); and
- (vi) The Customer must provide Security to Company as specified in the LLCC.

LIMITATION OF SERVICE: Service under this schedule shall apply to all new or incremental load with an In-Service Date on or after the original effective date of this schedule up to a class combined total load of 1 GW. The total combined load eligible to be served under this schedule shall not exceed 1 GW. This schedule shall be closed to new or incremental load at the time the total combined 1 GW load cap becomes fully subscribed or January 1, 2031, whichever occurs sooner. Resale of service is not permitted.

CHARACTER OF SERVICE: AC; 60 cycles; three phases; at the available transmission voltage of 69kV or higher consistent with the Company's Tariff and the terms of the LLCC.

Continued to Sheet No. 6.855

ISSUED BY: A. D. Collins, President

DATE EFFECTIVE:



ORIGINAL SHEET NO. 6.855

Continued from Sheet No. 6.850

RATES:

- ° Basic Service Charge: \$126.72 per day multiplied by the number of days in the billing period.
- ° Demand Charge: \$4.78 per kW multiplied by the greater of:
 - a. Contracted Capacity Demand;
 - b. Billing Demand; and
 - c. 90% of the highest Billing Demand established in the previous 11 months.
- ° Energy Charge: 0.223¢ per kWh multiplied by the billed kWh.
- # Incremental Generation Charge: \$18.98 per kW multiplied by the greater of:
 - a. Contracted Capacity Demand;
 - b. Billing Demand; and
 - c. 90% of the highest Billing Demand established in the previous 11 months.
- + Incremental Transmission Charge: \$2.33 per kW multiplied by the Contracted Capacity Demand, subject to true-up to actual incremental transmission facility costs.
- + Incremental Fuel Transportation Charge:

The rate per kW shown in the following table multiplied by the Contracted Capacity Demand, subject to true-up to actual incremental firm fuel transportation costs.

Year	Incremental Fuel Transportation \$/kW
2028	-
2029	-
2030	-
2031	2.09
2032-2047	6.16

Continued to Sheet No. 6.860



ORIGINAL SHEET NO. 6.860

Continued from Sheet No. 6.855

+ Incremental PPA Charge:

The rate per year shown in the following table multiplied by the Contracted Capacity Demand, subject to true-up to actual incremental purchased power agreement ("PPA") capacity charges for contracts entered to serve the LLCS-1 Contracted Capacity Demand.

Year	Incremental PPA Charge (\$/kW)
2028	17.10
2029	11.13
2030	7.72
2031	3.74
2032	1.60
2033-2047	-

° These rates shown are subject to change in a subsequent rate proceeding(s).

This rate shall remain unchanged during the Initial Term of the LLCC.

+ This rate is an indicative rate calculated based on class estimated costs and shall be trued up after actual costs are determined.

BILLING DEMAND: The highest measured 30-minute interval kW demand during the Billing Period.

CONTRACTED CAPACITY DEMAND: The amount of electrical demand, in kW, that the Company has placed In-Service to meet the Customer's full electrical service requirements. The Contracted Capacity Demand shall be agreed upon by Tampa Electric and the Customer in the LLCC, provided in Section 7 of the Tariff.

LOAD RAMP PERIOD: The structured timeline specifying how the Customer's Contracted Capacity Demand requirements will increase over time to their full electrical requirements. The Load Ramp Period, not to exceed five (5) years, and the Contracted Capacity Demand during the Load Ramp Period shall be agreed upon by Tampa Electric and the Customer in the LLCC, provided in Section 7 of the Tariff.

PROJECTED LOAD FACTOR: The Company shall determine the Customer's Projected Load Factor and state it in the LLCC. A Load Factor is a measure of efficiency, representing the ratio of average power consumption to maximum (peak) demand over a specific period (the Billing Period).

Continued to Sheet No. 6.865



ORIGINAL SHEET NO. 6.865

Continued from Sheet No. 6.860

MINIMUM BILL: The minimum monthly bill shall be the sum of the Basic Service Charge, Demand Charge, Incremental Generation Charge, Incremental Transmission Charge, Incremental Fuel Transportation Charge, and Incremental PPA Charge, plus other generally applicable charges listed below. Any usage-related charges apply in addition to the minimum monthly bill described herein.

TEMPORARY DISCONTINUANCE OF SERVICE: No adjustments will be made for a temporary discontinuance of service.

TERM OF SERVICE: Not less than twenty (20) years from the In-Service Date ("Initial Term"), including the Load Ramp Period, as more specifically defined in the LLCC.

NOTICE OF CONTINUATION OR TERMINATION: Customer shall provide notice of its desire to continue service beyond the Initial Term or to terminate service at the end of the Initial Term as provided in the LLCC. The Company may terminate service under this schedule at any time if the Customer materially breaches the terms and conditions of this schedule, the LLCC, or the Company's Tariff. Prior to any such termination, the Company shall notify the Customer and provide an opportunity to cure in accordance with the LLCC.

CHARGES FOR EARLY TERMINATION: If (i) the Customer terminates service prior to the end of the Initial Term, (ii) the Company terminates for the Customer's material breach of the terms and conditions of this schedule, the LLCC, or the Company's Tariff, or (iii) the Customer fails to provide notice at least three (3) years in advance of terminating service, then the Customer shall be responsible for payment of applicable termination and other charges as set forth in the LLCC.

GENERATION RESOURCE: The Company will have sole discretion to select the resource(s) necessary and appropriate to serve all load under this schedule consistent with the Company's standard total system resource planning process and the applicable Ten-Year Site Plan approved by the Commission. Customer has no right or entitlement to select the type, characteristics, size, or location of the generation resource(s) to be used by the Company to serve the Customer under this schedule.

SPECIAL PROVISIONS:

This rate schedule is not available to any Foreign Entity.

Customers taking service under this schedule shall enter into the LLCC on file with the Commission. The Initial Term, Term, and In-Service Date shall be as specified in the LLCC. Customer shall pay charges under this schedule as specified in the LLCC. The LLCC shall control in the event of a conflict between this rate schedule and the LLCC.

Continued to Sheet No. 6.870



ORIGINAL SHEET NO. 6.870

Continued from Sheet No. 6.865

For purposes of this schedule, a 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.

Customers that meet the applicability requirements of this schedule are not eligible for service under Economic Development Rider; the Commercial/Industrial Service Rider ("CISR"); or the Load Management, Interruptible, Standby programs, or rate schedules.

Service under this schedule is subject to orders of governmental bodies having jurisdiction and the Company's Tariff. In case of conflict between any provision of this schedule and the Tariff, the provision of this schedule shall control.

Except as provided herein, this schedule, including the Monthly Rate components, as well as the Company's Tariff, may be amended, updated, or revised from time-to-time as specified in this schedule and the LLCC and subject to and upon approval by the Commission. Upon their effective date, any such changes approved by the Commission shall apply prospectively to all existing customers taking service under this schedule.

The following charges in the Tariff shall also apply to this rate schedule:

POWER FACTOR: Power factor will be calculated for LLCS-1 Customers. When the average power factor during the month is less than 85%, the monthly bill will be increased by 0.214¢ for each kVARh by which the reactive energy numerically exceeds 0.619744 times the billing energy.

EMERGENCY RELAY SERVICE: The monthly charge for emergency relay power supply service shall be \$0.96 per kW of Contracted Capacity Demand. The charge is in addition to the compensation the Customer must make to the Company as a CIAC.

FUEL CHARGE: See Sheet No. 6.022.

ENERGY CONSERVATION RECOVERY CHARGE: See Sheet No. 6.022.

CAPACITY RECOVERY CHARGE: See Sheet No. 6.022.

ENVIRONMENTAL RECOVERY CHARGE: See Sheet No. 6.022.

STORM PROTECTION PLAN RECOVERY CHARGE: See Sheet No. 6.023.

CLEAN ENERGY TRANSITION MECHANISM CHARGE: See Sheet No. 6.023.

Continued to Sheet No. 6.875

ISSUED BY: A. D. Collins, President

DATE EFFECTIVE:



ORIGINAL SHEET NO. 6.875

Continued from Sheet No. 6.870

STORM SURCHARGE: See Sheet No. 6.024.

FLORIDA GROSS RECEIPTS TAX: See Sheet No. 6.023.

FRANCHISE FEE CHARGE: See Sheet No. 6.023.

PAYMENT OF BILLS: See Sheet No. 6.023.

ISSUED BY: A. D. Collins, President

DATE EFFECTIVE:



ORIGINAL SHEET NO. 6.880

LARGE LOAD CUSTOMER SERVICE - 2

SCHEDULE: LLCS-2

AVAILABLE: Entire Service Area.

APPLICABLE: To all Customers with an anticipated monthly peak load of 50 megawatts or more at a single location. This schedule does not apply to a load aggregated across multiple locations owned by the same Customer. However, the term includes all Customers or other entities that have metered into a colocation or similar agreement at a single location that otherwise meets the anticipated monthly peak load provided in this paragraph. 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. Service is limited to the company's available capacity based on the estimated in-service date.

CONDITIONS OF SERVICE: The following must be completed before the Company provides service under this schedule:

- (i) The Customer must pay the System Studies charge as required by the Company for 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 such System Studies and pay any required Contribution in Aid of Construction ("CIAC") Payments;
- (iv) The Customer must provide to Company an executed Affidavit of Ownership;
- (v) The Customer and Company must execute the Company's Large Load Customer Contract ("LLCC"); and
- (vi) The Customer must provide Security to Company as specified in the LLCC.

LIMITATION OF SERVICE: Service under this schedule shall apply to all new or incremental load with an In-Service Date on or after the original effective date of this schedule in excess of the first class combined total load of 1 GW to be served under rate schedule LLCS-1 or five years from the date the LLCS-1 rate schedule opens , whichever is sooner. Resale of service is not permitted.

CHARACTER OF SERVICE: AC; 60 cycles; three phases; at the available transmission voltage of 69kV or higher consistent with the Company's Tariff and the terms of the LLCC.

Continued to Sheet No. 6.885

ISSUED BY: A. D. Collins, President

DATE EFFECTIVE:



ORIGINAL SHEET NO. 6.885

Continued from Sheet No. 6.880

RATES:

- ° Basic Service Charge: \$126.72 per day multiplied by the number of days in the billing period.
- ° Demand Charge: The Demand Charge shall be the per kW rate as calculated below multiplied by the greater of:
- Contracted Capacity Demand;
 - Billing Demand; and
 - 90% of the highest Billing Demand established in the previous 11 months.
- The per kW rate shall be calculated as the unit cost rate for GSLDSU with the production component, weighted to recognize the assets included in Incremental Generation Charge for this rate schedule.
- ° Energy Charge: The energy charge shall be calculated as the unit cost rate for GSLDSU with the production component weighted to recognize the assets included in the Incremental Generation Charge for this rate schedule.
- # Incremental Generation Charge: The Incremental Generation Charge shall be the per kW rate as calculated below multiplied by the greater of:
- Contracted Capacity Demand;
 - Billing Demand; and
 - 90% of the highest Billing Demand established in the previous 11 months.
- The Incremental Generation Charge per kW rate shall be calculated as the revenue requirement associated with the generation capacity and transmission interconnection costs to serve the anticipated demand under this rate schedule divided by total anticipated kW demand. The generation capacity and generation-related transmission interconnection revenue requirements shall be calculated using the methodologies, returns, ratios and rates used in the company's most recent general base rate proceeding and shall include estimated operating expenses, property taxes, insurance, depreciation, interest expense, return on rate base, income taxes, and tax credits.

Continued to Sheet No. 6.890

ISSUED BY: A. D. Collins, President

DATE EFFECTIVE:



ORIGINAL SHEET NO. 6.890

Continued from Sheet No. 6.885

+ Incremental Transmission Charge: The Incremental Transmission Charge shall be the per kW rate as calculated below multiplied by the Contracted Capacity Demand.

The Incremental Transmission Charge per kW rate shall be calculated as annual revenue requirements for the transmission investment necessary to connect a customers' premises to the company's system divided by anticipated kW demand. The installed transmission investment revenue requirements shall be calculated using the methodologies, returns, ratios, and rates used in the company's most recent general base rate proceeding and shall include estimated operating expenses, property taxes, insurance, depreciation, interest expense, return on rate base, income taxes, and tax credits. The Incremental Transmission Charge shall be subject to true-up on an individual customer basis to reflect actual incremental transmission facility costs for the customer.

+ Incremental Fuel Transportation Charge:

If applicable, The Incremental Fuel Transportation Charge shall be the per kW rate as calculated below multiplied by the Contracted Capacity Demand.

The Incremental Fuel Transportation Charge per kW rate shall be calculated as the costs for firm natural gas transportation contracted to serve the LLCS-2 customers divided by planned kW demand. The charge will be subject to true-up to actual incremental firm natural gas transportation costs.

Continued to Sheet No. 6.895



ORIGINAL SHEET NO. 6.895

Continued from Sheet No. 6.890

+ Incremental PPA Charge: If applicable, the Incremental PPA charge will be the per kW rate as calculated below multiplied by the Contracted Capacity Demand.

The Incremental PPA Charge per kW rate shall be calculated as the costs for incremental power purchase agreements ("PPA") capacity payments for PPA contracted to serve the LLCS-2 customers and planned kW billing determinants. The charge will be subject to true-up to actual incremental PPA capacity costs.

° These rates shown are subject to change in a subsequent rate proceeding(s).

This rate shall remain unchanged during the Initial Term of the LLCC.

+ This rate is an indicative rate calculated based on class estimated costs and shall be trued up after actual costs are determined.

BILLING DEMAND: The highest measured 30-minute interval kW demand during the Billing Period.

CONTRACTED CAPACITY DEMAND: The amount of electrical demand, in kW, that the Company has placed In-Service to meet the Customer's full electrical service requirements. The Contracted Capacity Demand shall be agreed upon by Tampa Electric and the Customer in the LLCC, provided in Section 7 of the Tariff.

LOAD RAMP PERIOD: The structured timeline specifying how the Customer's Contracted Capacity Demand requirements will increase over time to their full electrical requirements. The Load Ramp Period, not to exceed five (5) years, and the Contracted Capacity Demand during the Load Ramp Period shall be agreed upon by Tampa Electric and the Customer in the LLCC, provided in Section 7 of the Tariff.

PROJECTED LOAD FACTOR: The Company shall determine the Customer's Projected Load Factor and state it in the LLCC. A Load Factor is a measure of efficiency, representing the ratio of average power consumption to maximum (peak) demand over a specific period (the Billing Period).

MINIMUM BILL: The minimum monthly bill shall be the sum of the Basic Service Charge, Demand Charge, Incremental Generation Charge, Incremental Transmission Charge, Incremental Fuel Transportation Charge, and Incremental PPA Charge, plus other generally applicable charges listed below. Any usage-related charges apply in addition to the minimum monthly bill described herein.

Continued to Sheet No. 6.900

ISSUED BY: A. D. Collins, President

DATE EFFECTIVE:



ORIGINAL SHEET NO. 6.900

Continued from Sheet No. 6.895

TEMPORARY DISCONTINUANCE OF SERVICE: No adjustments will be made for a temporary discontinuance of service.

TERM OF SERVICE: Not less than twenty (20) years from the In-Service Date ("Initial Term"), including the Load Ramp Period, as more specifically defined in the LLCC.

NOTICE OF CONTINUATION OR TERMINATION: Customer shall provide notice of its desire to continue service beyond the Initial Term or to terminate service at the end of the Initial Term as provided in the LLCC. The Company may terminate service under this schedule at any time if the Customer materially breaches the terms and conditions of this schedule, the LLCC, or the Company's Tariff. Prior to any such termination, the Company shall notify the Customer and provide an opportunity to cure in accordance with the LLCC.

CHARGES FOR EARLY TERMINATION: If (i) the Customer terminates service prior to the end of the Initial Term, (ii) the Company terminates for the Customer's material breach of the terms and conditions of this schedule, the LLCC, or the Company's Tariff, or (iii) the Customer fails to provide notice at least three (3) years in advance of terminating service, then the Customer shall be responsible for payment of applicable termination and other charges as set forth in the LLCC.

GENERATION RESOURCE: The Company will have sole discretion to select the resource(s) necessary and appropriate to serve all load under this schedule consistent with the Company's standard total system resource planning process and the applicable Ten-Year Site Plan approved by the Commission. Customer has no right or entitlement to select the type, characteristics, size, or location of the generation resource(s) to be used by the Company to serve the Customer under this schedule.

SPECIAL PROVISIONS:

This rate schedule is not available to any Foreign Entity.

Customers taking service under this schedule shall enter into the LLCC on file with the Commission. The Initial Term, Term, and In-Service Date shall be as specified in the LLCC. Customer shall pay charges under this schedule as specified in the LLCC. The LLCC shall control in the event of a conflict between this rate schedule and the LLCC.

For purposes of this schedule, a 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.

Continued to Sheet No. 6.905



ORIGINAL SHEET NO. 6.905

Continued from Sheet No. 6.900

Customers that meet the applicability requirements of this schedule are not eligible for service under Economic Development Rider; the Commercial/Industrial Service Rider ("CISR"); or the Load Management, Interruptible, Standby programs, or rate schedules.

Service under this schedule is subject to orders of governmental bodies having jurisdiction and the Company's Tariff. In case of conflict between any provision of this schedule and the Tariff, the provision of this schedule shall control.

Except as provided herein, this schedule, including the Monthly Rate components, as well as the Company's Tariff, may be amended, updated, or revised from time-to-time as specified in this schedule and the LLCC and subject to and upon approval by the Commission. Upon their effective date, any such changes approved by the Commission shall apply prospectively to all existing customers taking service under this schedule.

The following charges in the Tariff shall also apply to this rate schedule:

POWER FACTOR: Power factor will be calculated for LLCS-2 Customers. When the average power factor during the month is less than 85%, the monthly bill will be increased by 0.214¢ for each kVARh by which the reactive energy numerically exceeds 0.619744 times the billing energy.

EMERGENCY RELAY SERVICE: The monthly charge for emergency relay power supply service shall be \$0.96 per kW of Contracted Capacity Demand. The charge is in addition to the compensation the Customer must make to the Company as a CIAC.

FUEL CHARGE: See Sheet No. 6.022.

ENERGY CONSERVATION RECOVERY CHARGE: See Sheet No. 6.022.

CAPACITY RECOVERY CHARGE: See Sheet No. 6.022.

ENVIRONMENTAL RECOVERY CHARGE: See Sheet No. 6.022.

STORM PROTECTION PLAN RECOVERY CHARGE: See Sheet No. 6.023.

CLEAN ENERGY TRANSITION MECHANISM CHARGE: See Sheet No. 6.023.

STORM SURCHARGE: See Sheet No. 6.024.

FLORIDA GROSS RECEIPTS TAX: See Sheet No. 6.023.

FRANCHISE FEE CHARGE: See Sheet No. 6.023.

PAYMENT OF BILLS: See Sheet No. 6.023.

ISSUED BY: A. D. Collins, President

DATE EFFECTIVE:



TWENTY-FIFTH REVISED SHEET NO. 7.010
 CANCELS TWENTY-FOURTH REVISED SHEET NO. 7.010

<u>STANDARD FORMS AND AGREEMENTS</u>	
Title	Sheet No.
Tariff Agreement for the Purchase of Industrial Load Management Rider Service	7.150
Bright Choices Outdoor Lighting Agreement	7.200
Bright Choices Outdoor Lighting Agreement – Small Residential	7.215
Bright Choices Outdoor Lighting Agreement – Small Commercial	7.250
Tariff Agreement for the Residential Guarantor Program	7.300
Tariff Agreement for the Provision of Load Management Service	7.510
Tariff Agreement for the Provision of Standby Generator Transfer Service	7.550
Tariff Agreement for the Purchase of Standby and Supplemental Service	7.600
Supplemental Tariff Agreement for the Purchase of Industrial Standby and Supplemental Load Management Rider Service	7.625
Service Agreement for Economic Development Rider	7.740
Contract Service Arrangement for the Provision of Service Under the Commercial/Industrial Service Rider	7.750
Facilities Rental Agreement	7.760
Tariff Agreement For The Residential Price Responsive Load Management Program	7.780
Application for Underground Service in an Overhead Area	7.800
Application for Relocation of Overhead Distribution Facilities	7.810
Application for Underground Service in an Underground Area	7.820
Underground Distribution Facilities Installation Agreement	7.830
Performance Guaranty Agreement	7.880
Performance Guaranty Agreement For Mining Facilities	7.915
Performance Guaranty Agreement For Residential Subdivision Development	7.950
Application for Interconnection of Renewable Generator System	7.980
Large Load Customer Contract	7.985

ISSUED BY: A. D. Collins, President

DATE EFFECTIVE:



ORIGINAL SHEET NO. 7.985

**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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ISSUED BY: A. D. Collins, President

DATE EFFECTIVE:



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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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ISSUED BY: A. D. Collins, President

DATE EFFECTIVE:



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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.
- II.** "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.

Continued to Sheet No. 7.1060



ORIGINAL SHEET NO. 7.1060

Continued from Sheet No. 7.1055

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.

Continued to Sheet No. 7.1065



ORIGINAL SHEET NO. 7.1065

Continued from Sheet No. 7.1060

- 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.

Continued to Sheet No. 7.1070



ORIGINAL SHEET NO. 7.1070

Continued from Sheet No. 7.1065

- 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.

Continued to Sheet No. 7.1075



ORIGINAL SHEET NO. 7.1075

Continued from Sheet No. 7.1070

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.

Continued to Sheet No. 7.1080



ORIGINAL SHEET NO. 7.1080

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.

Continued to Sheet No. 7.1085

ISSUED BY: A. D. Collins, President

DATE EFFECTIVE:



ORIGINAL SHEET NO. 7.1085

Continued from Sheet No. 7.1080

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

Continued to Sheet No. 7.1090



ORIGINAL SHEET NO. 7.1090

Continued from Sheet No. 7.1085

(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.

Continued to Sheet No. 7.1095



ORIGINAL SHEET NO. 7.1095

Continued from Sheet No. 7.1090

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



ORIGINAL 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.

Continued to Sheet No. 7.1105



ORIGINAL SHEET NO. 7.1105

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



ORIGINAL 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

ISSUED BY: A. D. Collins, President

DATE EFFECTIVE:



ORIGINAL 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:

ISSUED BY: A. D. Collins, President

DATE EFFECTIVE:



ORIGINAL SHEET NO. 7.1120

Appendix A

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

[To be Inserted]



ORIGINAL SHEET NO. 7.1125

Appendix B
Rate Schedule [LLCS-1 or LLCS-2]
[To be Inserted]

ISSUED BY: A. D. Collins, President

DATE EFFECTIVE:



ORIGINAL SHEET NO. 7.1130

Appendix C

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

[To be Inserted]

ISSUED BY: A. D. Collins, President

DATE EFFECTIVE:



ORIGINAL SHEET NO. 7.1135

Appendix D

Notices

ISSUED BY: A. D. Collins, President

DATE EFFECTIVE:



ORIGINAL SHEET NO. 7.1140

Addresses for Notices

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



ORIGINAL SHEET NO. 7.1145

Appendix E
Affidavit of Ownership

ISSUED BY: A. D. Collins, President

DATE EFFECTIVE:



ORIGINAL SHEET NO. 7.1150

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.

Continued to Sheet No. 7.1155

ISSUED BY: A. D. Collins, President

DATE EFFECTIVE:



ORIGINAL SHEET NO. 7.1155

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

ISSUED BY: A. D. Collins, President

DATE EFFECTIVE:

EXHIBIT TWO

Exhibit Two Index

Redlined Version

Tariff Section	Tariff Sheet(s)	Bates Stamped Page
4	Technical Terms (Revised Sheet Nos. 4.050, 4.060, 4.070, 4.080, 4.090, 4.100, 4.110)	74
6	Index of Rate Schedules (Revised Sheet No. 6.010)	87
6	Rates (Revised Sheet Nos. 6.020, 6.021, 6.022, 6.023, 6.024, 6.025)	88
6	LLCS-1 Rate Schedule (Original Sheet Nos. 6.850, 6.855, 6.860, 6.865, 6.870, 6.875)	94
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FIFTH FOURTH REVISED SHEET NO. 4.050
CANCELS **FOURTH THIRD** REVISED SHEET NO. 4.050

Easement

A privately owned parcel of land which is dedicated by the owner for the primary purpose of installing, maintaining and replacing Company facilities.

Electrical Contractor

A person responsible for the construction or maintenance of the customer's electrical facilities.

Electrode

Conductor(s) designed to effect a grounding system.

Energy Conservation Recovery Charge

The charge established to recover the cost incurred within the Energy Conservation Cost Recovery Clause for approved conservation programs.

Environmental Recovery Charge

The charge established to recover the cost incurred within the Environmental Cost Recovery Clause for approved environmental compliance costs.

Estimated Net Salvage Value

An estimate of the salvage value of a specific set of existing electric facilities less the costs associated with removing and disposing of the facilities.

Estimated Remaining Net Book Value

An estimate of the original cost less accumulated depreciation of a specific set of existing electric facilities.

Finished Grade

The final grading level of the earth around a building or structure.

Flat Rate

A rate for electricity that has such constant or predictive use that metering is normally unnecessary for billing purposes.

Flicker

The momentary variation of voltage level caused by on/off switching of a load on a circuit.

Foreign Country of Concern

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.

Foreign Entity

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.

Franchise Fee Charge

ISSUED BY: A. D. Collins, President

DATE EFFECTIVE: **January 1, 2024**



FIFTH FOURTH REVISED SHEET NO. 4.050
CANCELS FOURTH THIRD REVISED SHEET NO. 4.050

~~That fee charged to recover the cost incurred for doing business in a Franchised area.~~

Frequency

~~The number of alternating current cycles in one second (normally 60).~~

Fuel Recovery Charge

~~That charge established to recover the total fuel and purchased power cost within the Fuel and Purchased Power Cost Recovery Clause.~~



THIRD SECOND REVISED SHEET NO. 4.060
CANCELS SECOND FIRST REVISED SHEET NO. 4.060

Franchise Fee Charge

That fee charged to recover the cost incurred for doing business in a Franchised area.

Frequency

The number of alternating current cycles in one second (normally 60).

Fuel Recovery Charge

That charge established to recover the total fuel and purchased power cost within the Fuel and Purchased Power Cost Recovery Clause.

Ground

Earth potential.

Group Metering

Customer owned and company approved meter centers.

Guarantor

One who initiates or gives a guarantee.

Hand Hole

A small junction box placed in the ground.

High Density Subdivision

A subdivision having a density of 6 or more dwelling units per acre.

High Leg

The conductor in a three-phase delta secondary connection that has a higher voltage-to-ground potential than the other conductors.

High Pressure Sodium

A lamp using sodium as a medium for street and area lighting use.

Horse Power

The nameplate rating of motors and/or other apparatuses. For conversion purposes, one horsepower shall be considered as equivalent to one kilowatt.

In Place Value

Plant in service value (undepreciated) of the facility.

Incandescent

The ordinary light bulb.

Industrial Service

Service to customers engaged in a process which creates or changes raw or unfinished materials into another form or product. (Factories, mills, machine shops, mines, oil wells, refineries, pumping plants, creameries, canning and packing plants, shipyards, etc.; i.e., in extractive fabricating or processing activities.)

~~Inspector or Inspection Authority~~

~~A person or agency authorized to inspect and approve electrical installations.~~



THIRD SECOND REVISED SHEET NO. 4.060
CANCELS **SECOND FIRST** REVISED SHEET NO. 4.060

Integrated Demand

Is the summation of the continuously varying instantaneous demands during a specified time interval performed by metering equipment.



FIFTH FOURTH REVISED SHEET NO. 4.070
CANCELS **FOURTH THIRD** REVISED SHEET NO. 4.070

Inspector or Inspection Authority

A person or agency authorized to inspect and approve electrical installations.

Integrated Demand

Is the summation of the continuously varying instantaneous demands during a specified time interval performed by metering equipment.

Interconnection Costs

All costs associated with the change-out, upgrading or addition of protective devices, transformers, lines, services, meters, switches, and associated equipment and devices beyond those which would be required to provide normal service to the qualifying facility if no cogeneration were involved.

Kilovar (KVAR)

A kilovolt-ampere (KVA) is a unit of electrical power which is composed of two sub-components: real power (KW) and reactive power (KVAR). KVA is often referred to as apparent power as it represents the total load requirement of an electrical device. When a load is operating at unity (100%) power factor, KVA is equal to KW because there is no reactive power requirement. When a load is operating at less than unity power factor, KVA is greater than KW because of the load's requirement for both real and reactive power.

Kilovolt-Ampere (KVA)

It is the product of the volts times the amperes, divided by 1,000, where the amperes represent the vectorial sum of the ampere current that is in step with the alternating voltage (representing the current to do useful work) and the reactive ampere current flowing in the circuit.

Kilowatt (KW) (1000 watts)

A watt is the electrical unit of power or rate of doing work. It is equal to one ampere flowing under the pressure of one volt at unity power factor.

Kilowatt-Hour (KWH)

Kilowatts times time in hours.

Large Load Customer

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.

Light-Emitting Diode (LED)

A semiconductor light source.

Line Extension

That extension of the circuit to be added to the existing circuit.

Load

- ~~(1) The customer's equipment requiring electrical power.~~
- ~~(2) The quantity of electric power required by the customer's equipment, usually~~



FIFTH FOURTH REVISED SHEET NO. 4.070
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~~expressed in kilowatts or horsepower.~~

~~Load Balance~~

~~An equally spread load over a multiphase system.~~

~~Load Center~~

~~The customer's circuit panel or distribution point.~~

~~Load Factor~~

~~The number of kilowatt-hours used for a given period of time divided by the product of the maximum kilowatt demand established during the period and the number of hours in the period.~~



FOURTH ~~THIRD~~ REVISED SHEET NO. 4.080
CANCELS ~~THIRD SECOND~~ REVISED SHEET NO. 4.080

Load

- (1) The customer's equipment requiring electrical power.
- (2) The quantity of electric power required by the customer's equipment, usually expressed in kilowatts or horsepower.

Load Balance

An equally spread load over a multiphase system.

Load Center

The customer's circuit panel or distribution point.

Load Factor

The number of kilowatt-hours used for a given period of time divided by the product of the maximum kilowatt demand established during the period and the number of hours in the period.

Low-Density Subdivision

A subdivision having a density of at least 1.0 dwelling units but less than 6 dwelling units per acre.

Lumen

A unit of light measurement. The intensity of light delivered by one standard candle at a distance of one foot is approximately one (1) lumen.

Luminaire

A lighting fixture for street and area lighting.

Main Distribution System

That part of the Company's Distribution System which does not include overhead service drops, underground service laterals or lighting systems.

Main Switch (Disconnect)

A customer-owned device used to disconnect the customer's total load from the Company's system.

Manufactured Home (includes Mobile Home and Trailer)

A factory assembled structure equipped with the necessary service connections and made so as to be readily moveable as a unit without a permanent foundation.

Metal Halide

A lamp using argon-xenon and mercury as a medium for street and area lighting.

Metering Room

A room in a customer's facility existing solely for the metering equipment.

Meter Socket Enclosure

A meter socket enclosure is a device that provides support and means of electrical connection to a watt-hour meter. It has a wiring chamber with provisions for conduit entrances and exits, and a means of sealing the meter in place.

~~Multiple Occupancy Buildings~~



FOURTH ~~THIRD~~ REVISED SHEET NO. 4.080
CANCELS ~~THIRD SECOND~~ REVISED SHEET NO. 4.080

~~A structure erected and formed of component structural parts and designed to contain five (5) or more individual dwelling units.~~

National Electrical Code (NEC)

~~The minimum standard for customer wiring as enacted by the National Fire Protection Association and enforced by local government.~~

Network

~~An arrangement of transformers and wiring effecting a highly reliable source of electrical energy in any given area.~~



SEVENTH SIXTH REVISED SHEET NO. 4.090
CANCELS **SIXTH FIFTH** REVISED SHEET NO. 4.090

Multiple Occupancy Buildings

A structure erected and formed of component structural parts and designed to contain five (5) or more individual dwelling units.

National Electrical Code (NEC)

The minimum standard for customer wiring as enacted by the National Fire Protection Association and enforced by local government.

Network

An arrangement of transformers and wiring effecting a highly reliable source of electrical energy in any given area.

Overhead Service

Wiring and associated facilities normally installed by the Company on poles to serve the customer.

Ownership Line

The point where the Company's facilities connect with the customer's facilities.

Pedestal

A meter socket enclosure mounted on a post and fed from an underground source.

Power Factor

Ratio of kilowatts to kilovolt-amperes.

Premises

The property location of customer or Company equipment.

Primary Service

The Term "primary service" refers to the voltage at which the Company distributes electrical energy from its Distribution Substation for customer utilization.

Primary Distribution Service

The delivery of electricity transformed from the transmission system to a distribution service voltage, typically 13kV, whereby the customer may utilize such voltage and is responsible for providing the transformation facilities to reduce the voltage for any secondary distribution service voltage requirement.

Primary Voltage

The voltage level in a local geographic area which is available after the Company has provided transformation from the transmission system.

Qualifying Facility

A cogenerator or small power producer which obtains qualifying status under Section 201 of PURPA and Subpart B of FERC regulations.

Raceway

A mechanical structure for supporting wiring, conduits or bus.

Rate Schedule

ISSUED BY: A. D. Collins, President

DATE EFFECTIVE: **January 1, 2022**



SEVENTH SIXTH REVISED SHEET NO. 4.090
CANCELS **SIXTH FIFTH** REVISED SHEET NO. 4.090

~~The approved standard used for calculation of bills.~~

Relay Service

~~Premium service supplied to a customer from more than one distinct source capable of automatic or customer-controlled manual switching upon loss of the preferred source. A distinct source is a distribution source originating from a unique distribution substation transformer.~~



SIXTH FIFTH REVISED SHEET NO. 4.100
CANCELS FIFTH FOURTH REVISED SHEET NO. 4.100

Rate Schedule

The approved standard used for calculation of bills.

Relay Service

Premium service supplied to a customer from more than one distinct source capable of automatic or customer controlled manual switching upon loss of the preferred source. A distinct source is a distribution source originating from a unique distribution substation transformer.

Renewable Energy

Electrical energy produced from renewable sources defined in applicable Florida Statutes.

Residential Service

Service to customers in private residences and individually metered apartments and condominiums when all energy is used for domestic purposes.

Right-of-Way

The established path for the installation of the Company's wiring on public property.

Rules and Regulations

The approved standards and methods for service to the Company's customers.

Rural

Outside the geographical limits of any incorporated cities, except areas which exhibit urban characteristics.

Secondary Distribution Service

The delivery of electricity transformed to the lowest utilized service voltage, typically ranging from 120 volts to 480 volts.

Service

- (1) The supply of electrical energy, measured in kilowatt-hours and kilowatt demand.
- (2) The conductors and equipment for delivering energy from the electricity supply system to the wiring system of the premises served.

Service Area

The established geographical boundaries of the Company.

Service Drop

The overhead service conductor(s) from the last pole or other aerial support to and including the connections to the service entrance conductors at the building.

Service Entrance

That portion of the wiring system between the point of attachment to the Company's distribution system and the load side terminals of the main switch or switches. This will include the grounding equipment.

Service Equipment

The necessary equipment, usually consisting of circuit-breaker or switch, fuses and their



SIXTH FIFTH REVISED SHEET NO. 4.100
CANCELS **FIFTH FOURTH** REVISED SHEET NO. 4.100

~~accessories, located near the point of entrance of supply conductors' to a building and intended to constitute the main control and means of disconnection for the supply to that building.~~



SEVENTH SIXTH REVISED SHEET NO. 4.110
CANCELS SIXTH FIFTH REVISED SHEET NO. 4.110

Service Equipment

The necessary equipment, usually consisting of circuit-breaker or switch, fuses and their accessories, located near the point of entrance of supply conductors' to a building and intended to constitute the main control and means of disconnection for the supply to that building.

Service Location

The point established by the company for the location of the service entrance.

Set Pole

An existing pole on which company facilities may be attached.

Single Phase

One phase of a three phase system (see three phase)

Storm Surcharge

The charge that will recover the cost of storms charged to the storm reserve

Storm Protection Plan Recovery Charge

The charge established to recover the cost incurred within the Storm Protection Plan Cost Recovery Clause for approved hardening efforts to further protect the grid from hurricanes or other extreme weather events.

Subdivision

A tract of land which is divided into five (5) or more building lots or upon which five (5) or more separate dwelling units are to be located, or land on which new multiple-occupancy buildings are constructed.

Sub-Meter or Test Meter

A meter used to check electric usage on a particular electrical load for a non-billing purpose.

Subtransmission Service

The delivery of electricity at the lowest transmission system voltage, whereby the customer may utilize such service voltage and is responsible for providing transformation facilities to reduce the voltage for any primary distribution service voltage requirement and to further reduce the voltage for any secondary distribution service voltage requirement.

Subtransmission Voltage

The lowest transmission system voltage, typically 69kV.

Tariff

The assembled volume containing the "rules", "regulations", "rate schedules", "standard forms", "contracts", and other material as required by, and filed with, the Florida Public Service Commission and constituting a contract between the Company and its Customers with the force and effect of law.



**TWENTY-EIGHTH TWENTY-SEVENTH REVISED SHEET
 NO. 6.010
 CANCELS TWENTY-SEVENTH TWENTY-SIXTH REVISED
 SHEET NO. 6.010**

INDEX OF RATE SCHEDULES

<u>Schedule</u>	<u>Classification</u>	<u>Sheet No.</u>
	Additional Billing Charges	6.020
	Payment of Bills	6.023
CETM	Clean Energy Transition Mechanism	6.025
RS	Residential Service	6.030
GS	General Service - Non Demand	6.050
GSD	General Service - Demand	6.080
GSLDPR	General Service Large Demand Primary	6.140
GSLDSU	General Service Large Demand Subtransmission	6.160
CS	Construction Service	6.290
GST	Time-of-Day General Service - Non-Demand (Optional)	6.320
GSDT	Time-of-Day General Service - Demand (Optional)	6.330
GSLDTPR	General Service Demand Time-of Day Primary	6.370
GSLDTSU	General Service Demand Time-of-Day Subtransmission	6.400
RSVP-1	Residential Service Variable Pricing	6.560
SBD	Standby And Supplemental Demand Service	6.600
SBDT	Time-of-Day Standby And Supplemental Demand Service (Optional)	6.605
SBLDPR	Standby Large Demand Primary	6.610
SBLDSU	Standby Large Demand Subtransmission	6.630
SBLDTPR	Standby Large Demand Time-of-Day Primary	6.650
SBLDTSU	Standby Large Demand Time-of-Day Subtransmission	6.670
EDR	Economic Development Rider	6.720
CISR-2	Commercial/Industrial Service Rider	6.740
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LS-2	Customer Specified Lighting Service	6.830
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<u>LLCS-2</u>	<u>Large Load Customer Service - 2</u>	<u>6.880</u>

ISSUED BY: A. D. Collins, President

DATE EFFECTIVE: January 1, 2022



NINETY-THIRD ~~NINETY-SECOND~~ REVISED SHEET NO. 6.020
CANCELS ~~NINETY-SECOND~~ NINETY-FIRST REVISED SHEET NO. 6.020

ADDITIONAL BILLING CHARGES

TOTAL FUEL AND PURCHASED POWER COST RECOVERY CLAUSE: The total fuel and purchased power cost recovery factor shall be applied to each kilowatt-hour delivered, and shall be computed in accordance with the formula prescribed by the Florida Public Service Commission. The following fuel recovery factors by rate schedule have been approved by the Commission:

<u>RECOVERY PERIOD</u> (January 2026 through December 2026)					
Rate Schedules	<u>¢/kWh Fuel</u>			<u>¢/kWh Capacity</u>	<u>¢/kWh Environmental</u>
	Standard	Peak	Off-Peak		
RS (up to 1,000 kWh)	3.210			0.264	0.087
RS (over 1,000 kWh)	4.210			0.264	0.087
RSVP-1 (P ₁)	3.516			0.264	0.087
(P ₂)	3.516			0.264	0.087
(P ₃)	3.516			0.264	0.087
(P ₄)	3.516			0.264	0.087
GS, GST	3.516	3.822	3.376	0.221	0.080
CS	3.516			0.221	0.080
LS-1, LS-2	3.452			0.032	0.049
GSD Optional					
Secondary	3.516			0.176	0.072
Primary	3.481			0.174	0.071
Subtransmission	3.446			0.172	0.071
Rate Schedules	<u>¢/kWh Fuel</u>			<u>\$/kW Capacity</u>	<u>¢/kWh Environmental</u>
	Standard	Peak	Off-Peak		
GSD, GSDT, SBD, SBDT					
Secondary	3.516	3.822	3.376	0.72	0.072
Primary	3.481	3.784	3.342	0.71	0.071
Subtransmission	3.446	3.746	3.308	0.71	0.071
GSLDPR, GSLDTPR	3.481	3.784	3.342	0.66	0.064
SBLDPR, SBLDTPR	3.481	3.784	3.342	0.66	0.064
GSLDSU, GSLDTSU	3.446	3.746	3.308	0.61	0.063
SBLDSU, SBLDTSU	3.446	3.746	3.308	0.61	0.063
<u>LLCS-1, LLCS-2</u>	<u>3.446</u>	<u>3.746</u>	<u>3.308</u>	<u>0.61</u>	<u>0.063</u>

Continued to Sheet No. 6.021

ISSUED BY: A. D. Collins, President

DATE EFFECTIVE: January 1, 2027



FORTY-FOURTH ~~FORTY-THIRD~~ REVISED SHEET NO. 6.021
CANCELS ~~FORTY-THIRD~~ ~~FORTY-SECOND~~ REVISED SHEET NO. 6.021

Continued from Sheet No. 6.020

Rate Schedules	¢/kWh Energy Conservation	¢/kWh Storm Protection Plan
RS (up to 1,000 kWh)	0.270	0.717
RS (over 1,000 kWh)	0.270	0.717
RSVP-1 (P ₁)	(3.381)	0.717
(P ₂)	(1.324)	0.717
(P ₃)	7.435	0.717
(P ₄)	41.340	0.717
GS, GST	0.233	0.568
CS	0.233	0.568
LS-1, LS-2	0.070	0.574
GSD Optional		
Secondary	0.194	0.493
Primary	0.192	0.488
Subtransmission	0.190	0.483
Rate Schedules	\$/kW Energy Conservation	\$/kW Storm Protection Plan
GSD, GSDT, SBD, SBDT		
Secondary	0.79	2.02
Primary	0.78	2.00
Subtransmission	0.78	1.98
GSLDPR, GSLDTPR	0.77	1.35
SBLDPR, SBLDTPR	0.77	1.35
GSLDSU, GSLDTSU	0.72	0.11
SBLDSU, SBLDTSU	0.72	0.11
<u>LLCS-1, LLCS-2</u>	<u>0.72</u>	<u>0.11</u>

Continued to Sheet No. 6.022



NINTH EIGHTH REVISED SHEET NO. 6.022
 CANCELS **EIGHTH SEVENTH** REVISED SHEET NO. 6.022

Continued from Sheet No. 6.021

CONTRACT CREDIT VALUE (CCV): This incentive is applicable to any commercial or industrial customer with interruptible loads of 500 kW or greater who qualify to participate in the company's GSLM 2 & 3 load management programs. The credit is updated annually. The 2025 CCVs per kW reduction at secondary voltage are:

Year	Secondary	Primary	Sub transmission
2025	11.75	11.63	11.52

Refer to Tariff sheets 3.210 and 3.230 for additional contract details.

FUEL CHARGE: Fuel charges are adjusted annually by the Florida Public Service Commission, normally in January. The fuel charge factors shall be applied to each kilowatt-hour delivered.

ENERGY CONSERVATION RECOVERY CHARGE: Energy conservation cost recovery factors recover the conservation related expenditures of the Company. The procedure for the review, approval, recovery and recording of such costs and revenues is set forth in Commission Rule 25-17.015, F.A.C. For rate schedules, RS, RSVP, GS, GST, CS, LS, and GSD Optional, cost recovery factors shall be applied to each kilowatt-hour delivered.

For rate schedules, GSD, GSDD, SBD, SBDT, GSDDPR, GSDDSU, GSDDTPR, GSDDTSU, SBLDPR, SBLDSU, SBLDTPR, ~~and SBLDTSU~~, LLCS-1, and LLCS-2, cost recovery factors shall be applied on a kilowatt (kW) basis to the billing demand or supplemental billing demand and to the greater of the standby demand times 12% or the actual standby demand times 4.76%.

CAPACITY RECOVERY CHARGE: In accordance with Commission Order No. 25773, Docket No. 910794-EQ, issued February 24, 1992, the capacity cost recovery factors shall be applied to each kilowatt-hour delivered for rate schedules, RS, RSVP, GS, GST, CS, LS, and GSD Optional. For rate schedules, GSD, GSDD, SBD, SBDT, GSDDPR, GSDDSU, GSDDTPR, GSDDTSU, SBLDPR, SBLDSU, SBLDTPR, SBLDTSU, LLCS-1, and LLCS-2 and SBLDTSU, the cost recovery factors shall be applied to each kilowatt (kW) of billing demand and supplemental billing demand and to the greater of the standby demand times 12% or the actual standby demand times 4.76%.

ENVIRONMENTAL RECOVERY CHARGE: In accordance with Commission Order No. PSC-96-1048-FOF-EI, Docket No. 960688-EI, issued August 14, 1996, the environmental cost recovery factors shall be applied to each kilowatt-hour delivered.

Continued to Sheet No. 6.023



FIFTH FOURTH REVISED SHEET NO. 6.023
CANCELS **FOURTH THIRD** REVISED SHEET NO. 6.023

Continued from Sheet No. 6.022

FLORIDA GROSS RECEIPTS TAX: In accordance with Section 203.01 of the Florida Statutes, a factor of 2.5641% is applicable to electric sales charges for collection of the state gross receipts tax.

FRANCHISE FEE ADJUSTMENT: Customers taking service within franchised areas shall pay a franchise fee adjustment in the form of a percentage to be added to their bills prior to the application of any appropriate taxes. This percentage shall reflect the Customers' pro rata share of the amount the Company is required to pay under the franchise agreement with the specific governmental body in which the customer is located, plus the appropriate gross receipts taxes and regulatory assessment fees resulting from such additional revenue.

PAYMENT OF BILLS: Bills for service will be rendered monthly by the Company to the customer. Payment is due when the bill is rendered, and becomes delinquent twenty (20) days after mailing or delivery to the customer. Five (5) days written notice separate from any billing will be given before discontinuing service. Payment may be made at offices or authorized collecting agencies of the Company. Care will be used to have bills properly presented to the customer, but nonreceipt of the bill does not constitute release from liability for payment.

STORM PROTECTION PLAN RECOVERY CHARGE: Storm protection plan cost recovery factors recover the cost incurred for approved hardening efforts to further protect the grid from hurricanes or other extreme weather events. The procedure for the review, approval, recovery and recording of such costs and revenues is set for in Commission Rule 25-6.031, F.A.C. For rate schedules, RS, RSVP, GS, GST, GSD Optional, CS, and LS, cost recovery factors shall be applied to each kilowatt-hour delivered. For rate schedules, GSD, GSDT, GSLDPR, GSLDSU, GSLDTPR, GSLDTSU, LLCS-1, and LLCS-2, cost recovery factors will be applied on a kilowatt (kW) basis to the billing demand. For rate schedules SBD, SBDT, SBLDPR, SBLDSU, SBLDTPR and SBLDTSU cost recovery factors will be applied on a kilowatt (kW) basis to the supplemental billing demand and to the local facilities reservation standby demand.

CLEAN ENERGY TRANSITION MECHANISM: In accordance with Commission Order No. PSC-2021-0423-S-EI, Docket No. 20210034-EI, issued November 10, 2021, the clean energy transition mechanism cost recovery factors shall be applied to each kilowatt-hour delivered for rate schedules RS, RSVP, GS, GST, CS, LS-1, LS-2 and GSD Optional. For rate schedules GSD, GSDT, SBD, SBDT, GSLDPR, GSLDTPR, GSLDSU, GSLDTSU, SBLDPR, SBLDTPR, SBLDSU, and SBLDTSU, SBLDTSU, LLCS-1, and LLCS-2, the cost recovery factors shall be applied to each kilowatt of billing demand, supplemental demand, standby demand and/or actual standby demand.

ISSUED BY: A. D. Collins, President

DATE EFFECTIVE: February 23, 2022



FIFTH FOURTH REVISED SHEET NO. 6.024
 CANCELS **FOURTH THIRD** REVISED SHEET NO. 6.024

STORM SURCHARGE

Storm Surcharge: In accordance with the Florida Public Service Commission ruling, the following charges shall be applied to each kilowatt-hour billed under the company's various rate schedules for specified billing months, as necessary.

<u>Rate Schedules</u>	<u>Energy Rate ¢/kWh</u>
RS (all tiers), RSVP-1 (all pricing periods)	-
GS, GST (all pricing periods), CS	-
GSD, GSDO, SBD, GSDT and SBDT (all pricing periods)	-
GSLDPR, GSLDTPR, SBLDPR and SBLDTPR (all pricing periods)	-
GSLDSU, GSLDTSU, SBLDSU and SBLDTSU (all pricing periods)	-
LLCS-1 and LLCS-2	-
LS-1, LS-2	-



SIXTH FIFTH REVISED SHEET NO. 6.025
 CANCELS **FIFTH FOURTH** REVISED SHEET NO. 6.025

CLEAN ENERGY TRANSITION MECHANISM

Rate Schedules

Energy Rate ¢/kWh

		Rates
RS (up to 1,000 kWh)		0.406
RS (over to 1,000 kWh)		0.406
RSVP-1	(P1)	0.406
	(P2)	0.406
	(P3)	0.406
	(P4)	0.406
GS, GST		0.418
CS		0.418
LS-1, LS-2		0.043
GSD Optional		
Secondary		0.272
Primary		0.272
Subtransmission		0.272

Rate Schedule	Billing Demand \$/kW	Supplemental Demand \$/kW	Standby Dem. LFRC \$/kW	Standby Dem. PSRC Monthly \$/kW	Standby Dem. PSDC Daily \$/kW
GSD, GSDT, SBD, SBDT					
Secondary	\$1.15	\$1.15	\$1.15	\$0.13	\$0.05
Primary	\$1.15	\$1.15	\$1.15	\$0.13	\$0.05
Subtransmission	\$1.15	\$1.15	\$1.15	\$0.13	\$0.05
GSLDPR, GSLDTPR, SBLDPR, SBLDTPR					
Primary	\$0.86	\$0.86	\$0.86	\$0.10	\$0.04
GSLDSU, GSLDTSU, SBLDSU, SBLDTSU					
Subtransmission	\$0.53	\$0.53	\$0.53	\$0.07	\$0.02
<u>LLCS-1, LLCS-2</u>	<u>\$0.53</u>				



ORIGINAL SHEET NO. 6.850

LARGE LOAD CUSTOMER SERVICE - 1

SCHEDULE: LLCS-1

AVAILABLE: Entire Service Area.

APPLICABLE: To all Customers with an anticipated monthly peak load of 50 megawatts or more at a single location. This schedule does not apply to a load aggregated across multiple locations owned by the same Customer. However, the term includes all Customers or other entities that have metered into a colocation or similar agreement at a single location that otherwise meets the anticipated monthly peak load provided in this paragraph. 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.

CONDITIONS OF SERVICE: The following must be completed before the Company provides service under this schedule:

- (i) The Customer must pay the System Studies charge as required by the Company for 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 such System Studies and pay any required Contribution in Aid of Construction ("CIAC") Payments;
- (iv) The Customer must provide to Company an executed Affidavit of Ownership;
- (v) The Customer and Company must execute the Company's Large Load Customer Contract ("LLCC"); and
- (vi) The Customer must provide Security to Company as specified in the LLCC.

LIMITATION OF SERVICE: Service under this schedule shall apply to all new or incremental load with an In-Service Date on or after the original effective date of this schedule up to a class combined total load of 1 GW. The total combined load eligible to be served under this schedule shall not exceed 1 GW. This schedule shall be closed to new or incremental load at the time the total combined 1 GW load cap becomes fully subscribed or January 1, 2031, whichever occurs sooner. Resale of service is not permitted.

CHARACTER OF SERVICE: AC; 60 cycles; three phases; at the available transmission voltage of 69kV or higher consistent with the Company's Tariff and the terms of the LLCC.

Continued to Sheet No. 6.855

ISSUED BY: A. D. Collins, President

DATE EFFECTIVE:



ORIGINAL SHEET NO. 6.855

Continued from Sheet No. 6.850

RATES:

° Basic Service Charge: \$126.72 per day multiplied by the number of days in the billing period.

° Demand Charge: \$4.78 per kW multiplied by the greater of:
 a. Contracted Capacity Demand;
 b. Billing Demand; and
 c. 90% of the highest Billing Demand established in the previous 11 months.

° Energy Charge: 0.223¢ per kWh multiplied by the billed kWh.

Incremental Generation Charge: \$18.98 per kW multiplied by the greater of:
 a. Contracted Capacity Demand;
 b. Billing Demand; and
 c. 90% of the highest Billing Demand established in the previous 11 months.

+ Incremental Transmission Charge: \$2.33 per kW multiplied by the Contracted Capacity Demand, subject to true-up to actual incremental transmission facility costs.

+ Incremental Fuel Transportation Charge: _____

The rate per kW shown in the following table multiplied by the Contracted Capacity Demand, subject to true-up to actual incremental firm fuel transportation costs.

<u>-</u> <u>Year</u>	<u>Incremental Fuel</u> <u>Transportion</u> <u>\$/kW</u>
<u>2028</u>	<u>-</u>
<u>2029</u>	<u>-</u>
<u>2030</u>	<u>-</u>
<u>2031</u>	<u>2.09</u>
<u>2032-2047</u>	<u>6.16</u>

Continued to Sheet No. 6.860

ISSUED BY: A. D. Collins, President

DATE EFFECTIVE:



ORIGINAL SHEET NO. 6.860

Continued from Sheet No. 6.855

+ Incremental PPA Charge: The rate per year shown in the following table multiplied by the Contracted Capacity Demand, subject to true-up to actual incremental purchased power agreement ("PPA") capacity charges for contracts entered to serve the LLCS-1 Contracted Capacity Demand.

<u>Year</u>	<u>Incremental PPA Charge (\$/kW)</u>
<u>2028</u>	<u>17.10</u>
<u>2029</u>	<u>11.13</u>
<u>2030</u>	<u>7.72</u>
<u>2031</u>	<u>3.74</u>
<u>2032</u>	<u>1.60</u>
<u>2033-2047</u>	<u>-</u>

° These rates shown are subject to change in a subsequent rate proceeding(s).

This rate shall remain unchanged during the Initial Term of the LLCC.

+ This rate is an indicative rate calculated based on class estimated costs and shall be trued up after actual costs are determined.

BILLING DEMAND: The highest measured 30-minute interval kW demand during the Billing Period.

CONTRACTED CAPACITY DEMAND: The amount of electrical demand, in kW, that the Company has placed In-Service to meet the Customer's full electrical service requirements. The Contracted Capacity Demand shall be agreed upon by Tampa Electric and the Customer in the LLCC, provided in Section 7 of the Tariff.

LOAD RAMP PERIOD: The structured timeline specifying how the Customer's Contracted Capacity Demand requirements will increase over time to their full electrical requirements. The Load Ramp Period, not to exceed five (5) years, and the Contracted Capacity Demand during the Load Ramp Period shall be agreed upon by Tampa Electric and the Customer in the LLCC, provided in Section 7 of the Tariff.

PROJECTED LOAD FACTOR: The Company shall determine the Customer's Projected Load Factor and state it in the LLCC. A Load Factor is a measure of efficiency, representing the ratio of average power consumption to maximum (peak) demand over a specific period (the Billing Period).

Continued to Sheet No. 6.865

ISSUED BY: A. D. Collins, President

DATE EFFECTIVE:



ORIGINAL SHEET NO. 6.865

Continued from Sheet No. 6.860

MINIMUM BILL: The minimum monthly bill shall be the sum of the Basic Service Charge, Demand Charge, Incremental Generation Charge, Incremental Transmission Charge, Incremental Fuel Transportation Charge, and Incremental PPA Charge, plus other generally applicable charges listed below. Any usage-related charges apply in addition to the minimum monthly bill described herein.

TEMPORARY DISCONTINUANCE OF SERVICE: No adjustments will be made for a temporary discontinuance of service.

TERM OF SERVICE: Not less than twenty (20) years from the In-Service Date ("Initial Term"), including the Load Ramp Period, as more specifically defined in the LLCC.

NOTICE OF CONTINUATION OR TERMINATION: Customer shall provide notice of its desire to continue service beyond the Initial Term or to terminate service at the end of the Initial Term as provided in the LLCC. The Company may terminate service under this schedule at any time if the Customer materially breaches the terms and conditions of this schedule, the LLCC, or the Company's Tariff. Prior to any such termination, the Company shall notify the Customer and provide an opportunity to cure in accordance with the LLCC.

CHARGES FOR EARLY TERMINATION: If (i) the Customer terminates service prior to the end of the Initial Term, (ii) the Company terminates for the Customer's material breach of the terms and conditions of this schedule, the LLCC, or the Company's Tariff, or (iii) the Customer fails to provide notice at least three (3) years in advance of terminating service, then the Customer shall be responsible for payment of applicable termination and other charges as set forth in the LLCC.

GENERATION RESOURCE: The Company will have sole discretion to select the resource(s) necessary and appropriate to serve all load under this schedule consistent with the Company's standard total system resource planning process and the applicable Ten-Year Site Plan approved by the Commission. Customer has no right or entitlement to select the type, characteristics, size, or location of the generation resource(s) to be used by the Company to serve the Customer under this schedule.

SPECIAL PROVISIONS:

This rate schedule is not available to any Foreign Entity.

Customers taking service under this schedule shall enter into the LLCC on file with the Commission. The Initial Term, Term, and In-Service Date shall be as specified in the LLCC. Customer shall pay charges under this schedule as specified in the LLCC. The LLCC shall control in the event of a conflict between this rate schedule and the LLCC.

Continued to Sheet No. 6.870

ISSUED BY: A. D. Collins, President

DATE EFFECTIVE:



ORIGINAL SHEET NO. 6.870

Continued from Sheet No. 6.865

For purposes of this schedule, a 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.

Customers that meet the applicability requirements of this schedule are not eligible for service under Economic Development Rider; the Commercial/Industrial Service Rider ("CISR"); or the Load Management, Interruptible, Standby programs, or rate schedules.

Service under this schedule is subject to orders of governmental bodies having jurisdiction and the Company's Tariff. In case of conflict between any provision of this schedule and the Tariff, the provision of this schedule shall control.

Except as provided herein, this schedule, including the Monthly Rate components, as well as the Company's Tariff, may be amended, updated, or revised from time-to-time as specified in this schedule and the LLCC and subject to and upon approval by the Commission. Upon their effective date, any such changes approved by the Commission shall apply prospectively to all existing customers taking service under this schedule.

The following charges in the Tariff shall also apply to this rate schedule:

POWER FACTOR: Power factor will be calculated for LLCS-1 Customers. When the average power factor during the month is less than 85%, the monthly bill will be increased by 0.214¢ for each kVARh by which the reactive energy numerically exceeds 0.619744 times the billing energy.

EMERGENCY RELAY SERVICE: The monthly charge for emergency relay power supply service shall be \$0.96 per kW of Contracted Capacity Demand. The charge is in addition to the compensation the Customer must make to the Company as a CIAC.

FUEL CHARGE: See Sheet No. 6.022.

ENERGY CONSERVATION RECOVERY CHARGE: See Sheet No. 6.022.

CAPACITY RECOVERY CHARGE: See Sheet No. 6.022.

ENVIRONMENTAL RECOVERY CHARGE: See Sheet No. 6.022.

STORM PROTECTION PLAN RECOVERY CHARGE: See Sheet No. 6.023.

CLEAN ENERGY TRANSITION MECHANISM CHARGE: See Sheet No. 6.023.

Continued to Sheet No. 6.875

ISSUED BY: A. D. Collins, President

DATE EFFECTIVE:



ORIGINAL SHEET NO. 6.875

Continued from Sheet No. 6.870

STORM SURCHARGE: See Sheet No. 6.024.

FLORIDA GROSS RECEIPTS TAX: See Sheet No. 6.023.

FRANCHISE FEE CHARGE: See Sheet No. 6.023.

PAYMENT OF BILLS: See Sheet No. 6.023.

ISSUED BY: A. D. Collins, President

DATE EFFECTIVE:



ORIGINAL SHEET NO. 6.880

LARGE LOAD CUSTOMER SERVICE - 2

SCHEDULE: LLCS-2

AVAILABLE: Entire Service Area.

APPLICABLE: To all Customers with an anticipated monthly peak load of 50 megawatts or more at a single location. This schedule does not apply to a load aggregated across multiple locations owned by the same Customer. However, the term includes all Customers or other entities that have metered into a colocation or similar agreement at a single location that otherwise meets the anticipated monthly peak load provided in this paragraph. 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. Service is limited to the company's available capacity based on the estimated in-service date.

CONDITIONS OF SERVICE: The following must be completed before the Company provides service under this schedule:

- (i) The Customer must pay the System Studies charge as required by the Company for 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 such System Studies and pay any required Contribution in Aid of Construction ("CIAC") Payments;
- (iv) The Customer must provide to Company an executed Affidavit of Ownership;
- (v) The Customer and Company must execute the Company's Large Load Customer Contract ("LLCC"); and
- (vi) The Customer must provide Security to Company as specified in the LLCC.

LIMITATION OF SERVICE: Service under this schedule shall apply to all new or incremental load with an In-Service Date on or after the original effective date of this schedule in excess of the first class combined total load of 1 GW to be served under rate schedule LLCS-1 or five years from the date the LLCS-1 rate schedule opens , whichever is sooner. Resale of service is not permitted.

CHARACTER OF SERVICE: AC; 60 cycles; three phases; at the available transmission voltage of 69kV or higher consistent with the Company's Tariff and the terms of the LLCC.

Continued to Sheet No. 6.885

ISSUED BY: A. D. Collins, President

DATE EFFECTIVE:



ORIGINAL SHEET NO. 6.885

Continued from Sheet No. 6.880

RATES:

° Basic Service Charge: \$126.72 per day multiplied by the number of days in the billing period.

° Demand Charge: The Demand Charge shall be the per kW rate as calculated below multiplied by the greater of:
a. Contracted Capacity Demand;
b. Billing Demand; and
c. 90% of the highest Billing Demand established in the previous 11 months.

The per kW rate shall be calculated as the unit cost rate for GSLDSU with the production component, weighted to recognize the assets included in Incremental Generation Charge for this rate schedule.

° Energy Charge: The energy charge shall be calculated as the unit cost rate for GSLDSU with the production component weighted to recognize the assets included in the Incremental Generation Charge for this rate schedule.

Incremental Generation Charge: The Incremental Generation Charge shall be the per kW rate as calculated below multiplied by the greater of:
a. Contracted Capacity Demand;
b. Billing Demand; and
c. 90% of the highest Billing Demand established in the previous 11 months.

The Incremental Generation Charge per kW rate shall be calculated as the revenue requirement associated with the generation capacity and transmission interconnection costs to serve the anticipated demand under this rate schedule divided by total anticipated kW demand. The generation capacity and generation-related transmission interconnection revenue requirements shall be calculated using the methodologies, returns, ratios and rates used in the company's most recent general base rate proceeding and shall include estimated operating expenses, property taxes, insurance, depreciation, interest expense, return on rate base, income taxes, and tax credits.

Continued to Sheet No. 6.890

ISSUED BY: A. D. Collins, President

DATE EFFECTIVE:



ORIGINAL SHEET NO. 6.890

Continued from Sheet No. 6.885

+ Incremental Transmission Charge: The Incremental Transmission Charge shall be the per kW rate as calculated below multiplied by the Contracted Capacity Demand.

The Incremental Transmission Charge per kW rate shall be calculated as annual revenue requirements for the transmission investment necessary to connect a customers' premises to the company's system divided by anticipated kW demand. The installed transmission investment revenue requirements shall be calculated using the methodologies, returns, ratios, and rates used in the company's most recent general base rate proceeding and shall include estimated operating expenses, property taxes, insurance, depreciation, interest expense, return on rate base, income taxes, and tax credits. The Incremental Transmission Charge shall be subject to true-up on an individual customer basis to reflect actual incremental transmission facility costs for the customer.

+ Incremental Fuel Transportation Charge:

If applicable, The Incremental Fuel Transportation Charge shall be the per kW rate as calculated below multiplied by the Contracted Capacity Demand.

The Incremental Fuel Transportation Charge per kW rate shall be calculated as the costs for firm natural gas transportation contracted to serve the LLCs-2 customers divided by planned kW demand. The charge will be subject to true-up to actual incremental firm natural gas transportation costs.

Continued to Sheet No. 6.895

ISSUED BY: A. D. Collins, President

DATE EFFECTIVE:



ORIGINAL SHEET NO. 6.895

Continued from Sheet No. 6.890

+ Incremental PPA Charge: If applicable, the Incremental PPA charge will be the per kW rate as calculated below multiplied by the Contracted Capacity Demand.

The Incremental PPA Charge per kW rate shall be calculated as the costs for incremental power purchase agreements ("PPA") capacity payments for PPA contracted to serve the LLCS-2 customers and planned kW billing determinants. The charge will be subject to true-up to actual incremental PPA capacity costs.

° These rates shown are subject to change in a subsequent rate proceeding(s).

This rate shall remain unchanged during the Initial Term of the LLCC.

+ This rate is an indicative rate calculated based on class estimated costs and shall be trued up after actual costs are determined.

BILLING DEMAND: The highest measured 30-minute interval kW demand during the Billing Period.

CONTRACTED CAPACITY DEMAND: The amount of electrical demand, in kW, that the Company has placed In-Service to meet the Customer's full electrical service requirements. The Contracted Capacity Demand shall be agreed upon by Tampa Electric and the Customer in the LLCC, provided in Section 7 of the Tariff.

LOAD RAMP PERIOD: The structured timeline specifying how the Customer's Contracted Capacity Demand requirements will increase over time to their full electrical requirements. The Load Ramp Period, not to exceed five (5) years, and the Contracted Capacity Demand during the Load Ramp Period shall be agreed upon by Tampa Electric and the Customer in the LLCC, provided in Section 7 of the Tariff.

PROJECTED LOAD FACTOR: The Company shall determine the Customer's Projected Load Factor and state it in the LLCC. A Load Factor is a measure of efficiency, representing the ratio of average power consumption to maximum (peak) demand over a specific period (the Billing Period).

MINIMUM BILL: The minimum monthly bill shall be the sum of the Basic Service Charge, Demand Charge, Incremental Generation Charge, Incremental Transmission Charge, Incremental Fuel Transportation Charge, and Incremental PPA Charge, plus other generally applicable charges listed below. Any usage-related charges apply in addition to the minimum monthly bill described herein.

Continued to Sheet No. 6.900

ISSUED BY: A. D. Collins, President

DATE EFFECTIVE:



ORIGINAL SHEET NO. 6.900

Continued from Sheet No. 6.895

TEMPORARY DISCONTINUANCE OF SERVICE: No adjustments will be made for a temporary discontinuance of service.

TERM OF SERVICE: Not less than twenty (20) years from the In-Service Date ("Initial Term"), including the Load Ramp Period, as more specifically defined in the LLCC.

NOTICE OF CONTINUATION OR TERMINATION: Customer shall provide notice of its desire to continue service beyond the Initial Term or to terminate service at the end of the Initial Term as provided in the LLCC. The Company may terminate service under this schedule at any time if the Customer materially breaches the terms and conditions of this schedule, the LLCC, or the Company's Tariff. Prior to any such termination, the Company shall notify the Customer and provide an opportunity to cure in accordance with the LLCC.

CHARGES FOR EARLY TERMINATION: If (i) the Customer terminates service prior to the end of the Initial Term, (ii) the Company terminates for the Customer's material breach of the terms and conditions of this schedule, the LLCC, or the Company's Tariff, or (iii) the Customer fails to provide notice at least three (3) years in advance of terminating service, then the Customer shall be responsible for payment of applicable termination and other charges as set forth in the LLCC.

GENERATION RESOURCE: The Company will have sole discretion to select the resource(s) necessary and appropriate to serve all load under this schedule consistent with the Company's standard total system resource planning process and the applicable Ten-Year Site Plan approved by the Commission. Customer has no right or entitlement to select the type, characteristics, size, or location of the generation resource(s) to be used by the Company to serve the Customer under this schedule.

SPECIAL PROVISIONS:

This rate schedule is not available to any Foreign Entity.

Customers taking service under this schedule shall enter into the LLCC on file with the Commission. The Initial Term, Term, and In-Service Date shall be as specified in the LLCC. Customer shall pay charges under this schedule as specified in the LLCC. The LLCC shall control in the event of a conflict between this rate schedule and the LLCC.

For purposes of this schedule, a 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.

Continued to Sheet No. 6.905

ISSUED BY: A. D. Collins, President

DATE EFFECTIVE:



ORIGINAL SHEET NO. 6.905

Continued from Sheet No. 6.900

Customers that meet the applicability requirements of this schedule are not eligible for service under Economic Development Rider; the Commercial/Industrial Service Rider ("CISR"); or the Load Management, Interruptible, Standby programs, or rate schedules.

Service under this schedule is subject to orders of governmental bodies having jurisdiction and the Company's Tariff. In case of conflict between any provision of this schedule and the Tariff, the provision of this schedule shall control.

Except as provided herein, this schedule, including the Monthly Rate components, as well as the Company's Tariff, may be amended, updated, or revised from time-to-time as specified in this schedule and the LLCC and subject to and upon approval by the Commission. Upon their effective date, any such changes approved by the Commission shall apply prospectively to all existing customers taking service under this schedule.

The following charges in the Tariff shall also apply to this rate schedule:

POWER FACTOR: Power factor will be calculated for LLCS-2 Customers. When the average power factor during the month is less than 85%, the monthly bill will be increased by 0.214¢ for each kVARh by which the reactive energy numerically exceeds 0.619744 times the billing energy.

EMERGENCY RELAY SERVICE: The monthly charge for emergency relay power supply service shall be \$0.96 per kW of Contracted Capacity Demand. The charge is in addition to the compensation the Customer must make to the Company as a CIAC.

FUEL CHARGE: See Sheet No. 6.022.

ENERGY CONSERVATION RECOVERY CHARGE: See Sheet No. 6.022.

CAPACITY RECOVERY CHARGE: See Sheet No. 6.022.

ENVIRONMENTAL RECOVERY CHARGE: See Sheet No. 6.022.

STORM PROTECTION PLAN RECOVERY CHARGE: See Sheet No. 6.023.

CLEAN ENERGY TRANSITION MECHANISM CHARGE: See Sheet No. 6.023.

STORM SURCHARGE: See Sheet No. 6.024.

FLORIDA GROSS RECEIPTS TAX: See Sheet No. 6.023.

FRANCHISE FEE CHARGE: See Sheet No. 6.023.

PAYMENT OF BILLS: See Sheet No. 6.023.

ISSUED BY: A. D. Collins, President

DATE EFFECTIVE:



TWENTY-FIFTH TWENTY-FOURTH REVISED SHEET NO. 7.010
CANCELS TWENTY-FOURTH TWENTY-THIRD REVISED SHEET NO. 7.010

<u>STANDARD FORMS AND AGREEMENTS</u>	
Title	Sheet No.
Tariff Agreement for the Purchase of Industrial Load Management Rider Service	7.150
Bright Choices Outdoor Lighting Agreement	7.200
Bright Choices Outdoor Lighting Agreement – Small Residential	7.215
Bright Choices Outdoor Lighting Agreement – Small Commercial	7.250
Tariff Agreement for the Residential Guarantor Program	7.300
Tariff Agreement for the Provision of Load Management Service	7.510
Tariff Agreement for the Provision of Standby Generator Transfer Service	7.550
Tariff Agreement for the Purchase of Standby and Supplemental Service	7.600
Supplemental Tariff Agreement for the Purchase of Industrial Standby and Supplemental Load Management Rider Service	7.625
Service Agreement for Economic Development Rider	7.740
Contract Service Arrangement for the Provision of Service Under the Commercial/Industrial Service Rider	7.750
Facilities Rental Agreement	7.760
Tariff Agreement For The Residential Price Responsive Load Management Program	7.780
Application for Underground Service in an Overhead Area	7.800
Application for Relocation of Overhead Distribution Facilities	7.810
Application for Underground Service in an Underground Area	7.820
Underground Distribution Facilities Installation Agreement	7.830
Performance Guaranty Agreement	7.880
Performance Guaranty Agreement For Mining Facilities	7.915
Performance Guaranty Agreement For Residential Subdivision Development	7.950
Application for Interconnection of Renewable Generator System	7.980
<u>Large Load Customer Contract</u>	<u>7.985</u>

ISSUED BY: A. D. Collins, President

DATE EFFECTIVE: July 25, 2022



ORIGINAL SHEET NO. 7.985

**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;

Continued to Sheet No. 7.990

ISSUED BY: A. D. Collins, President

DATE EFFECTIVE:



ORIGINAL SHEET NO. 7.990

Continued from Sheet No. 7.985

- (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.

Continued to Sheet No. 7.995

ISSUED BY: A. D. Collins, President

DATE EFFECTIVE:



ORIGINAL SHEET NO. 7.995

Continued from Sheet No. 7.990

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.

Continued to Sheet No. 7.1000



ORIGINAL SHEET NO. 7.1000

Continued from Sheet No. 7.995

- 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.

Continued to Sheet No. 7.1005

ISSUED BY: A. D. Collins, President

DATE EFFECTIVE:



ORIGINAL SHEET NO. 7.1005

Continued from Sheet No. 7.1000

- 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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ISSUED BY: A. D. Collins, President

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Continued from Sheet No. 7.1005

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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Continued from Sheet No. 7.1015

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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Continued from Sheet No. 7.1020

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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ISSUED BY: A. D. Collins, President

DATE EFFECTIVE:



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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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ISSUED BY: A. D. Collins, President

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Continued from Sheet No. 7.1040

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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ISSUED BY: A. D. Collins, President

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Continued from Sheet No. 7.1045

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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Continued from Sheet No. 7.1060

- 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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ISSUED BY: A. D. Collins, President

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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.

Continued to Sheet No. 7.1080

ISSUED BY: A. D. Collins, President

DATE EFFECTIVE:



ORIGINAL SHEET NO. 7.1080

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.

Continued to Sheet No. 7.1085

ISSUED BY: A. D. Collins, President

DATE EFFECTIVE:



ORIGINAL SHEET NO. 7.1085

Continued from Sheet No. 7.1080

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

Continued to Sheet No. 7.1090

ISSUED BY: A. D. Collins, President

DATE EFFECTIVE:



ORIGINAL SHEET NO. 7.1090

Continued from Sheet No. 7.1085

(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.

Continued to Sheet No. 7.1095

ISSUED BY: A. D. Collins, President

DATE EFFECTIVE:



ORIGINAL SHEET NO. 7.1095

Continued from Sheet No. 7.1090

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

ISSUED BY: A. D. Collins, President

DATE EFFECTIVE:



ORIGINAL 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.

Continued to Sheet No. 7.1105



ORIGINAL SHEET NO. 7.1105

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

ISSUED BY: A. D. Collins, President

DATE EFFECTIVE:



ORIGINAL 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

ISSUED BY: A. D. Collins, President

DATE EFFECTIVE:



ORIGINAL 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:

ISSUED BY: A. D. Collins, President

DATE EFFECTIVE:



ORIGINAL SHEET NO. 7.1120

Appendix A

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

[To be Inserted]

ISSUED BY: A. D. Collins, President

DATE EFFECTIVE:



ORIGINAL SHEET NO. 7.1125

Appendix B
Rate Schedule [LLCS-1 or LLCS-2]
[To be Inserted]

ISSUED BY: A. D. Collins, President

DATE EFFECTIVE:



ORIGINAL SHEET NO. 7.1130

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

[To be Inserted]

ISSUED BY: A. D. Collins, President

DATE EFFECTIVE:



ORIGINAL SHEET NO. 7.1135

Appendix D

Notices

ISSUED BY: A. D. Collins, President

DATE EFFECTIVE:



ORIGINAL SHEET NO. 7.1140

Addresses for Notices

<u>For Customer:</u>	<u>For Company:</u>
<u>With Copies to:</u>	<u>With Copies to:</u>
<u>For Operational Matters:</u>	

ISSUED BY: A. D. Collins, President

DATE EFFECTIVE:



ORIGINAL SHEET NO. 7.1145

Appendix E
Affidavit of Ownership

ISSUED BY: A. D. Collins, President

DATE EFFECTIVE:



ORIGINAL SHEET NO. 7.1150

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.

Continued to Sheet No. 7.1155

ISSUED BY: A. D. Collins, President

DATE EFFECTIVE:



ORIGINAL SHEET NO. 7.1155

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

ISSUED BY: A. D. Collins, President

DATE EFFECTIVE:

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that a true and correct copy of the foregoing Petition, filed on behalf of Tampa Electric Company, has been furnished by electronic mail on this 30th day of September, 2026 to the following:

Walt Trierweiler
Office of Public Counsel
c/o The Florida Legislature
111 West Madison Street, Room 812
Tallahassee, Florida 32399-1400
trierweiler.walt@leg.state.fl.us



ATTORNEY