

**TARIFF AGREEMENT FOR THE PURCHASE OF
STANDBY AND SUPPLEMENTAL SERVICE**

This agreement is made and entered into this _____ day of _____, _____, by and between _____, (hereinafter called the "Customer") and Tampa Electric Company, a corporation organized in and existing under the laws of the State of Florida, (hereinafter called the "Company").

WITNESSETH:

WHEREAS, standby and/or supplemental service is supplied to customers whose electric energy requirements are normally and/or partially supplied by sources other than the Company, and the Customer requires standby and/or supplemental service from the Company.

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

1. The Company agrees to furnish and the Customer agrees to take power pursuant to the terms and conditions of rate schedule _____ (SBD, SBDT, SBLDPR, SBLDSU, SBLDTPR or SBLDTSU), as currently approved by the Florida Public Service Commission (hereinafter called the Commission) or as said rate schedule may be modified in the future and approved by the Commission.

The Customer further agrees to abide by all applicable requirements of said rate schedule. A copy of the Company's presently approved rate schedule _____ (SBD, SBDT, SBLDPR, SBLDSU, SBLDTPR or SBLDTSU) is attached hereto as Exhibit "A" and made part hereof.

2. Standby service will be furnished by the Company to a Customer requiring Back-up Power or Maintenance Power or both, which are defined as follows:

- a. Back-up Power - Electric energy or capacity supplied by the utility to replace energy or capacity normally generated by a Customer's own generation equipment during an unscheduled outage of the Customer's generation.
- b. Maintenance Power - Electric energy or capacity supplied by the utility to replace energy or capacity normally generated by a Customer's own generation equipment during a scheduled outage of the Customer's generation.

3. Supplemental service will be furnished by the Company to a Customer requiring Supplemental Power, which is defined as electric energy or capacity supplied by the utility in addition to that which is normally provided by the Customer's own generation equipment.

4. The Standby service provided by the Company shall be subject to a Contract Standby Demand, which is mutually agreed to be initially _____ KW (for SBD, SBDT, SBLDPR, SBLDSU, SBLDTPR or SBLDTSU).

5. The Customer opts to take supplemental and standby service under the _____ (SBD, SBDT, SBLDPR, SBLDSU, SBLDTPR or SBLDTSU) tariff and shall have the right to transfer to the other option at any time without additional charge. If the Customer requests to change a

second time, the Customer will be required to sign a contract to remain on that option for at least one year.

6. The Contract Standby Demand may be decreased by mutual consent, provided the Customer has sufficiently demonstrated that his Standby requirements are now less than the Contract Standby Demand.

7. If the Customer's Contract Standby Demand has been decreased (as provided for in Section 6) and within 24 months of the original agreed upon change the Customer subsequently increases the Contract Standby Demand either by contract change or through operation of tariff provisions, the Company will immediately bill the Customer for the difference between what was billed during the elapsed time as demand charges and what would have been billed to the Customer as demand charges using the lesser of the newly established Contract Standby Demand or the Contract Standby Demand in effect before the decrease.

Terms of Agreement

8. The initial term of this agreement shall be three (3) years minimum notice the Customer is required to give the Company in advance of transferring to a non-standby rate as specified in Exhibit "A". The first billing period for standby and supplemental service will begin _____, 20____.

Other Provisions

9. The Customer agrees to provide space for and pay the appropriate cost of any additional metering equipment required by the Company (including metering of the Customer's generator) necessitated by this agreement. Metering will meet standards as required by the Company.

10. Except as provided in paragraph 13 hereof, this Agreement supersedes all previous agreements and representations either written or verbal heretofore made between the Company and the Customer with respect to matters herein contained. Except as provided in paragraph 13 hereof, this Agreement, when duly executed, constitutes the only Agreement between parties hereto relative to the matters herein described.

11. This Agreement shall inure to the benefit of and be binding upon the respective heirs, legal representatives, successors and assigns of the parties hereto. If this agreement is assigned, the Customer will notify the Company prior to the effective date of this assignment.

12. To the extent any provision is added to, modified within or deleted from the rate schedule attached hereto as Exhibit "A" and the same is approved by the Commission, said addition, modification or deletion shall thereafter apply and govern the dealings between the Company and the Customer as if the same were contained in the present rate schedule identified as Exhibit "A" and attached hereto.

13. This Agreement incorporates by reference the applicable terms of the tariff filed with the Florida Public Service Commission by Tampa Electric Company, as amended from time to time. To the extent of any conflict between this agreement and such tariff, the tariff shall control.

IN WITNESS WHEREOF, the Customer and the Company have executed this Agreement the day and year first above written.

Witnesses:

(Supplemental, Standby Service Customer)

by: _____

Its _____

Attest: _____

Witnesses:

TAMPA ELECTRIC COMPANY

by: _____

Its _____

Attest: _____