

**TARIFF AGREEMENT FOR THE PURCHASE OF
INDUSTRIAL LOAD MANAGEMENT RIDER 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:

That for and in consideration of the mutual covenants and agreements expressed herein, the Company and the Customer agree as follows:

1. The Company agrees to furnish and the Customer agrees to take electric service subject to the terms and conditions of an applicable general service rate schedule (i. e., GSD, GSDT, GSLDPR, GSLDSU, GSLDTPR or GSLDTSU) and the Industrial Load Management Rider GSLM-2 (attached as Exhibit "A"), as currently approved by the Florida Public Service Commission (hereinafter referred to as the FPSC) or as said rate schedules or rider may be modified in the future and approved by the FPSC.

2. The Customer agrees to the control of all or part of its electrical service, the description of which is described in Exhibit "B". The Customer understands and agrees that the service description will apply for the full term of this Agreement, unless mutually agreed to be changed by both parties with a revised or substituted Exhibit "B".

3. The Company will notify the Customer as soon as possible before an unscheduled 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.

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

5. Once a new Customer qualifies for rider GSLM-2, and has executed this Agreement, necessary engineering will be performed, interrupting and other necessary equipment will be ordered, and an installation date will be scheduled. The period of time for commencing service shall not exceed six months from the date this Agreement is executed.

Term of Agreement

6. The Initial Term of the Agreement shall be 36 months. The Customer is required to give the Company 36 months notice in advance of discontinuing service under the GSLM-2 rider, said minimum notice requirement being specified in Exhibit "A". The term of this Agreement shall automatically extend beyond such initial term until such time as the company has had the minimum notice of the Customer's desire no longer to participate in the load management program as is provided for in Exhibit "A". The Customer acknowledges the Company's need for generation planning lead time and that the Company has depended upon the Customer to provide written notice in advance of the termination of the Customer's obligation to remain a load management program participant.

7. The Company may terminate this Agreement at any time for the Customer's failure to comply with the terms and conditions of GSLM-2 or this Agreement. Such termination will only affect the application of the GSLM-2 rider. Prior to any such termination, the Company shall notify the Customer at least 30 days in advance and describe the Customer's failure to comply. The Company may then terminate this Agreement at the end of the 30 day notice period unless the Customer takes measures necessary to eliminate, to the Company's satisfaction, the compliance deficiencies described by the Company. Notwithstanding the foregoing, if, at any time during the 30 day period, the Customer either refuses or fails to initiate and pursue corrective action, the Company shall be entitled to suspend forthwith the monthly billing credits specified in Schedule GSLM-2.

8. This Agreement may be terminated if the same is required in order to comply with regulatory rulings.

Contract Credit Value

9. A Contract Credit Value (CCV) of _____ \$/kW/mo. shall apply during the Initial Term of this agreement. The CCV shall be revised subject to special provision five of the GSLM-2 rider (Exhibit "A") or at any time that the Customer requests to re-establish a new 36 month Initial Term. When the credit is reset, it shall be reset at the level then on file at the FPSC.

Third Party Power Purchases

10. The Customer authorizes the Company to purchase third party power on its behalf when such power is available from others during generation deficiency periods. This procedure may minimize unscheduled interruptions. Purchases will be in accordance with the "optional provision section" of GSLM-2 (Exhibit "A").

11. Third party purchased power will be itemized separately and billed at an increased rate. The actual rate will be determined as described in Exhibit "A" and will not be known at the time of the purchase.

Other Provisions

12. The Customer agrees to provide space for the installation of the Company's communication equipment. The location shall be easily accessible for monitoring messages sent by the Company and must be free of contamination harmful to office equipment. Even though the Company is under no obligation, when possible, the Company will use its equipment to advise the customer of third party purchases and generating deficiencies. The Customer agrees to furnish the Company a telephone number and name/names of authorized persons to receive calls notifying the Customer of interruptions and third party purchases.

13. Prior to the Customer's receiving service under Schedule GSLM-2, the Customer must provide the Company reasonable access to inspect any and all of the Customer's load to be controlled. The Customer shall be responsible for meeting any applicable electrical code standards and legal requirements pertaining to the installation and operation of the control equipment. The Customer shall be solely responsible for maintaining Customer-owned equipment in proper working order, and shall provide the Company access at all reasonable times to inspect the Company's equipment to determine its condition.

14. The Customer expressly agrees to reserve and make available to the Company space on the Customer's premises for the installation of the Company's load control and/or submetering equipment. The Customer shall properly protect the Company's property on the Customer's premises and shall permit no one but the Company's agents, or persons authorized by law, to have access to the Company's load control equipment. The Customer shall, as promptly as practicable, notify the Company concerning any noticeable faulty condition or malfunction of the Company's equipment.

15. Except as provided for in paragraph sixteen 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. This Agreement, when duly executed, constitutes the only Agreement between parties hereto relative to the matters herein described. Any modification(s) to this agreement or Exhibit "B" must be approved, in writing, by the Company and the Customer.

16. This agreement incorporates by reference the terms of the tariff filed with the FPSC by the Company, as amended from time to time. To the extent of any conflict between this Agreement and such tariff, the tariff shall control.

17. 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 the assignment.

18. 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 FPSC, 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.

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

Witnesses:

(Customer)

by: _____

Its _____

Attest: _____

Witnesses:

Tampa Electric Company

by: _____

Its _____

Attest: _____