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DUKE ENERGY FLORIDA, INC.
AGREEMENT TO FURNISH AND RECEIVE
ELECTRIC SERVICE AND ENERGY

Form No. 1

THIS AGREEMENT, made this ____________ day of __________________________, 20_____,
between ____________________________________________________________________________

____________________________________________________________________________________

herein called “Customer” and DUKE ENERGY FLORIDA, INC., herein called “Company”;

W I T N E S S E T H:

THAT, in consideration of the terms and covenants herein contained and incorporated herein by reference, the
parties hereto agree as follows:

1. Customer shall receive from and pay Company for electric energy and service at the following location:

____________________________________________________________________________________

____________________________________________________________________________________

for the operation of ____________________________________________________________________

____________________________________________________________________________________

under the terms and provisions of Company’s applicable Rate No. ______ as the same is on file, from time
to time, with the Florida Public Service Commission;

2. The minimum charge shall be ____________________________________________________________________

____________________________________________________________________________________

3. The Customer shall pay to the Company an Equipment Rental Charge of _________________________

($__ ) per month for transformers to supply additional voltages and/or additional facilities furnished
by the Company for the use of the Customer, consisting of _________________________

____________________________________________________________________________________

(Continued on Next Page)
4. The Customer shall pay to the Company an additional charge of ____________________________
   ____________________________ ($_____ ) per month for special street lighting facilities, consisting of 
   ____________________________
   ____________________________
   ____________________________

5. This Agreement shall become effective on the ________________ day of ___________________, 20_____, and shall be in full force and effect for a period of _________________________(_____ ) years and shall continue thereafter until terminated by either party by written notice sixty (60) days prior to termination;

6. This Agreement shall be binding upon, and extend to, the heirs, or successors and assigns of the respective parties hereto; and shall not be assigned without prior written consent of Company;

7. This Agreement is to be consummated only by written approval of the Company as required below; no other contract and no agreement, consideration or stipulation, modifying or changing the tenor hereof, shall be recognized or binding, unless they are so approved.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be signed and sealed in their names, the day and year first above written.

Signed, sealed and delivered in the presence of:

____________________________________

____________________________________

DUKE ENERGY FLORIDA, INC.

By: ________________________________ (SEAL)

____________________________________

______________________________

____________________________________

______________________________

(SEAL)

______________________________

(SEAL)
DUKE ENERGY FLORIDA, INC.
AGREEMENT TO FURNISH AND RECEIVE
ELECTRIC SERVICE AND ENERGY

Form No. 2

THIS AGREEMENT, made this __________ day of __________________, 20 ___,

between _____________________________________________________________
(herinafter called “Customer”), and Duke Energy Florida, Inc. hereinafter called “Company”.

WITNESSETH:

THAT, in consideration of the premises, and of the covenants herein contained, the Parties hereto agree that:

1. This Agreement shall become effective on the __________ day of __________________, 20 ___,
and shall be in full force and effect thereafter for a period of ______ (____) years (the “Initial Term”),
and shall automatically renew for a period of ______ (____) years, and continue thereafter until
terminated by either party by written notice ______ (___) months prior to termination;

2. Customer shall receive and pay for electric service and energy from Company at the following
location:

____________________________________________________________________
in accordance with the terms and provisions of Company’s applicable Rate Schedule _____ as the
same is on file, from time to time, with the Florida Public Service Commission.

3. Service shall be at a single point of delivery for a connected load of approximately kW, said point of
delivery to be ____________________________.

4. In connection with said electric service, Customer desires Company to furnish and maintain required
additional facilities to provide an enhanced level of electric service and the Company shall furnish,
operate and maintain said requested additional facilities required for Customer’s ________volt service
consisting of ________________________________________________.

5. Customer shall pay an additional (rental) charge of ____________________________ ______________00/100 Dollars ($__________)
per month on its electric bill for the above facilities installed by Company to provide the enhanced
level of electric service to Customer.

6. If Customer terminates this agreement prior to the expiration of the Initial Term, then Customer shall
pay Company the amount of ______________00/100 Dollars ($_____00) for each month or fractional
part thereof remaining in the Initial Term, plus the amount of all costs related to removing the facilities
installed by Company to provide the enhanced level of electric service to Customer.

(Continued in next page)
7. Customer shall, at no expense to Company, furnish Company with a reasonable and safe location and site for and access to Customer’s facilities and shall, if deemed necessary in Company’s sole judgment, execute and deliver easement acceptable to Company. Customer shall not permit any activity to be conducted, or structures to be located, at or near Company’s facilities which could interfere with the safe construction, operation, and maintenance of Company’s facilities on Customer’s premises.

8. The additional facilities installed by Company pursuant to this Agreement to provide the enhanced level of electric service to Customer shall remain the exclusive property of Company, and Customer hereby grants Company the right to enter Customer’s premises as necessary for the installation, maintenance or removal of such facilities.

9. This agreement shall be binding upon, and extend to, the heirs, successors and assigns of the respective parties hereto.

10. This agreement is to be consummated only by written approval of the Company as required below; no other contract and no agreement, consideration or stipulation, modifying or changing the tenor hereof, shall be recognized or binding, unless they are so approved.

11. Other factors that may be pertinent to this contract are as follows: ______________________________
___________________________________________________________
___________________________________________________________

IN WITNESS WHEREOF, the Parties hereto have caused this presents to be signed and sealed in their names, the day and year first above written.

CUSTOMER

By: __________________________
Printed Name: __________________________
Title: __________________________
Date: __________________________
(SEAL)
Witnesses:

DUKE ENERGY FLORIDA, INC.

By: __________________________
Printed Name: __________________________
Title: __________________________
Date: __________________________
(SEAL)
Witnesses:

___________________________
___________________________
DUKE ENERGY FLORIDA, INC.
INTERRUPTIBLE GENERAL SERVICE - RATE SCHEDULES IS-2 AND IST-2
RISK DISCLOSURE

This risk disclosure is provided in conjunction with the application for Interruptible General Service by
_________________________________ (Customer) at _________________________________ (Service Address) under
Duke Energy Florida, Inc. account number ___________________. The Customer acknowledges that:

1. Duke Energy Florida, Inc. (the Company) may interrupt the Customer’s electric service at the above Service Address
during any time period that electric power and demand delivered hereunder from the Company’s available generating
resources is required to a) maintain service to the Company’s firm power customers and firm power sales
commitments or b) supply emergency Interchange service to another utility for its firm load obligations only.

2. The billing demand for this rate is the higher of the actual demand for the billing period or 500 kW.

3. Under the limitation of service described in No. 1 above, the Customer acknowledges that there is no limit to the
   number of interruptions by the Company or the duration of each interruption, and that interruptions may occur without
   warning.

4. The number and duration of interruptions historically experienced by customers under the Company’s Interruptible Rate
   Schedules may not be indicative of the number and duration of interruptions that a customer may experience in the
   future.

5. The Customer assumes full responsibility for any loss of product or production, business loss of any kind, equipment
damage, injury to employees or others, inconvenience, or any other damages experienced as a result of the
interruption of electric service.

6. When service is commenced under this rate schedule, the Company shall exercise an interruption of the Customer’s
electric service for purposes of testing its equipment. The Company also has the right, scheduled at the Company’s
discretion, to initiate at least one additional interruption of the Customer’s electric service each calendar year
irrespective of capacity availability or operating conditions.

7. The initial term of service under the rate schedule is five years from the commencement of service. If the Customer
terminates electric service before the end of the five-year period, the Customer is responsible for all applicable
charges for the remainder of the initial term. Termination of service does not include transfer of service to a non-
interruptible rate schedule.

8. The Customer may transfer from an interruptible rate schedule to a non-interruptible rate schedule provided
   the Customer gives the Company at least thirty-six months written notice which shall be effective no sooner
   than expiration of the initial 5 year Term of Service or any new Term of Service which may be required.

I have read the applicable Interruptible General Service Rate Schedule, ______ and the contents of this disclosure provided
to me by the Company. By my authorized signature below, I agree to the terms therein and hereby accept the risk of
receiving interruptible service as described in this Risk Disclosure.

______________________________ __________________________
(signature) (print name)

______________________________ __________________________ ____________________
(title) (Business Name) (date)
This risk disclosure is provided in conjunction with the application for Curtailable General Service by ___________________ (Customer) at ___________________ (Service Address) under Duke Energy Florida, Inc. account number ___________________. The Customer acknowledges that:

1. Duke Energy Florida, Inc. (the Company) may request curtailment by the Customer of its electric service at the above Service Address during any time period that electric power and demand delivered hereunder from the Company’s available generating resources is required to a) maintain service to the Company’s firm power customers and firm power sales commitments or b) supply emergency Interchange service to another utility for its firm load obligations only.

2. The billing demand for this rate is the higher of the actual demand for the billing period or 500 kW and where the customer agrees to curtail 25% or more of their average monthly billing demand (based on the most recent twelve (12) months or, where not available, a projection for twelve (12) months).

3. Under the limitation of service described in No. 1 above, the Customer acknowledges that there is no limit to the number of curtailments by the Company or the duration of each curtailment, and that curtailments may occur without warning.

4. The number and duration of curtailments historically experienced by customers under the Company’s Curtailable Rate Schedules may not be indicative of the number and duration of curtailments that a customer may experience in the future.

5. The Customer assumes full responsibility for any loss of product or production, business loss of any kind, equipment damage, injury to employees or others, inconvenience, or any other damages experienced as a result of the curtailment of electric service.

6. When service is commenced under this rate schedule, the Company shall exercise an curtailment of the Customer’s electric service for purposes of testing its equipment. The Company also has the right, scheduled at the Company’s discretion, to initiate at least one additional curtailment of the Customer’s electric service each calendar year irrespective of capacity availability or operating conditions.

7. The initial term of service under the rate schedule is two (2) years from the commencement of service. If the Customer terminates electric service before the end of the two (2)-year period, the Customer is responsible for all applicable charges for the remainder of the initial term. Termination of service does not include transfer of service to a non-curtailable rate schedule.

8. The Customer may transfer to a firm rate schedule provided the Customer gives the Company at least thirty-six (36) months written notice.

I have read the applicable Curtailable General Service Rate Schedule, ______ and the contents of this disclosure provided to me by the Company. By my authorized signature below, I agree to the terms therein and hereby accept the risk of receiving curtailable service as described in this Risk Disclosure.

____________________________  _____________________
(signature) (print name)

____________________________  _____________________
(title) (Business Name) (date)
ADVANCE FOR CONSTRUCTION
SERVICE EXTENSION AGREEMENT

Form No. 5

In consideration of the terms and covenants herein contained and incorporated herein by reference, the undersigned parties agree as follows:

1. Company shall, within ______ days from the date hereof, extend a distribution line approximately ______ feet from the ____________________________ to ____________________________, said extension line to be _______________________ phase, _______________________ volt.

2. As a condition precedent to such line extension, Customer shall pay to Company the sum of ____________________ dollars ($__________), as an Advance for Construction, said sum being the estimated cost of construction in excess of the cost-to-revenue ratio calculated under the terms and provisions of the Rules and Regulations of Company on file with the Florida Public Service Commission (herein called “Rules”).

3. Company shall refund to Customer the sum of ____________________ Dollars ($__________) of said advance which will be due Customer under the terms and provisions of said Rules. Non-refundable portion thereof shall be retained by company as a charge for Contribution in Aid of Construction.

4. Company shall at all times have absolute title, sole use and control over said line extension and shall have the right to use the same for the purpose of serving other customers.

5. This Agreement is made subject to Rules and Regulations on file from time to time with the Florida Public Service Commission.

6. Time is an essential part of this Agreement, and all terms, covenants and agreements herein contained shall extend to and be obligatory upon the heirs, personal representatives, successors and assigns of the parties hereto.

7. This Agreement is to be consummated only by written approval of the Company as required below, no other contract and no agreement, consideration or stipulation, modifying or changing the tenor hereof, shall be recognized or binding, unless they are so approved.

Dated this ___________ day of __________________________, 20 ______.

_________________________  _____________________________
Witness                               Customer

DUKE ENERGY FLORIDA, INC.

_________________________  _____________________________
By: ___________________________  Name and Title
RESERVED FOR FUTURE USE
AGREEMENT FOR ELECTRIC SERVICE
BETWEEN
DUKE ENERGY FLORIDA, INC. (the "UTILITY")
AND
________________________________________ (the "APPLICANT")

WHEREAS, The Utility owns and operates an electric distribution system in _____________________________ County, Florida, in which the Applicant owns a real property development to be known as _____________________________

(the "Development"), on which the Applicant has constructed or proposes to construct certain improvements; and

WHEREAS, The Utility desires to cooperate with the Applicant and to install an electric distribution system for the Development as described in the Utility's electric service proposal dated ______, including the various attachments specified therein, (the "Proposal"), which is incorporated herein and made a part hereof by this reference;

NOW, THEREFORE, in consideration of the premises and of the mutual agreements hereinafter set forth, the parties hereby agree as follows:

1. Upon compliance by the Applicant with all of the provisions of the Proposal, in a manner acceptable to the Utility, the Utility shall install, operate and maintain an electric distribution system consisting of facilities and related equipment for providing electric service in accordance with the Proposal. Facilities will be provided for single-phase service only, except as otherwise indicated in the Proposal.

2. The Applicant agrees to pay to the Utility the charge set forth in the Proposal to aid in the construction of the distribution system, which amount is to be paid before construction by the Utility commences.

3. In the event the Applicant makes or causes to be made, any changes in the distribution system shown in the Proposal, the Applicant agrees to pay the Utility all additional costs incurred by it as a result of such changes. The Applicant further agrees to pay the Utility for any damages to its equipment or facilities caused by the Applicant, its employees, agents, or subcontractors.

4. The Applicant agrees to convey to the Utility, without cost, all easement rights, including ingress and egress, necessary and convenient to the Utility for the purpose of constructing, operating, maintaining, and removing the distribution system.

5. The Applicant shall provide service entrance facilities in accordance with the Proposal and the Rules and Regulations of the Utility, including the current published "Requirements for Electric Service and Meter Installations".

6. Nothing in this Agreement shall be construed to have the effect of vesting in the Applicant any right, title or interest in or to any distribution facilities, all of which shall be and remain the exclusive property of the Utility.

7. This agreement is subject to the regulatory jurisdiction of the Florida Public Service Commission and the terms and charges hereof are contingent upon and applicable changes approved or directed by the Commission to the Rules and Regulations or the Rate Schedules contained in the Utility's tariff. No other changes to this agreement shall be effective unless agreed to in writing.

8. This agreement incorporates all prior agreements between the Applicant and the Utility concerning the subject development and all other representations or understandings not set forth herein are superseded and ineffective.

________________________________________ (Applicant)  DUKE ENERGY FLORIDA, INC.

By: ____________________________  By: ____________________________
Title: ____________________________  Title: ____________________________
Date: ____________________________  Date: ____________________________
This Local Government Underground Cost Recovery Contract ("Contract") is made this day of ____, 2016 ("Effective Date"), by and between ______________________ ______________________ (hereinafter called the "Local Government"), located at _____________________________________________________, and Duke Energy Florida, LLC, a limited liability corporation organized and existing under the laws of the State of Florida (hereinafter called the "Company").

WITNESSETH:

WHEREAS, the Local Government is located within Company's retail service area and is therefore subject to Company's General Rules and Regulations Governing Electric Service (the "Tariff") on file with the Florida Public Service Commission; and

WHEREAS, pursuant to Section 12.05 of the Tariff, the Local Government has executed a contract (the "Conversion Contract") with Company for the conversion of existing overhead distribution facilities to underground facilities (the "Conversion"); a copy of which is attached hereto as Attachment A; and

WHEREAS, the Local Government has paid, or otherwise arranged optional utility financing with, the Company the amount set forth in the Conversion Contract with Company; and

WHEREAS, given the Local Government's option to execute the Conversion Contract with Company, the Local Government (pursuant to Section 12.06 of the Tariff) now seeks cost recovery to reimburse it for some or all of the costs to convert the facilities that are the subject of the Conversion Contract.

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

A. Definitions:

1. "Annual Recovery Amount" shall mean $______________, which is the amount of annual money collected by the Company through a Governmental Undergrounding Fee added to the electric bills of the Company's customers located in an Underground Assessment Area within the boundaries of the Local Government. As set forth in Section 12.06 of the Company's tariff, the Annual Recovery Amount shall be calculated in accordance with the following formula:

   \[
   \text{Annual Recovery Amount} = \frac{(FC + GC) \times I}{1 - \left(1 \div (1 + I)^n\right)}
   \]

   The components of this Annual Recovery Amount formula are further defined in this Definitions section.

2. "Facility Charge" or "FC" shall be defined consistent with Section 12.05(2) of the Tariff, and for this Contract has a value of $______________

3. "Governmental Cost" or "GC" shall mean the sum of the following costs incurred by the Local Government in connection with this Conversion:

   (a) A surcharge of $______________, which (i) shall be based on the lesser of ten percent (10%) of the Facility Charge or $50,000; and (ii) shall be assessed to reimburse Company for a portion of Company's initial programming costs to implement customer billing processes under Section 12.06 of the Tariff;

   (b) Reimbursement to the Company of $______________, for Company's additional programming costs required to bill customers in the Underground Assessment Area;

   (c) Ancillary costs of $______________, which shall be based on the Local Government's costs related to the Conversion project (such as right of way acquisition, preparation, restoration and financing costs); and

   (d) At Local Government's option, costs of $______________ for: (i) the total cost charged by electrical contractor(s) hired by the Local Government to convert customer facilities (such as service (Continued on next page)
entences and meter bases) to receive underground service for all residential customers requiring such conversion and/or: (ii) a portion of the total cost charged by such electrical contractor(s) (based on a minimum average charge per customer determined by the local government), to convert customer facilities to receive underground service for all commercial/industrial customers requiring such conversion.

4. “Governmental Undergrounding Fee” shall mean the monthly charge billed to electric customers located in the Underground Assessment Area.

5. “Interest Rate” or “I” shall mean __________ percent, which shall represent the interest rate on the bonds or other financial instruments utilized by the Local Government to finance the Facility Charge and Governmental Cost, adjusted for financing costs.

6. “Number of Years” or “n” shall mean __________, which shall represent the number of years over which the Facility Charge and the Governmental Cost is to be recovered by the Local Government. The Number of Years shall not exceed twenty (20) years.

7. “Underground Assessment Area” shall mean that certain area as specified by the Local Government (in its sole discretion) and as depicted on the map attached hereto as Attachment B to this Contract (and incorporated by its reference) which: i) consists of all or any contiguous portion of the area within the Local Government’s corporate limits; and ii) may overlap all portions of other Underground Assessment Areas previously established by the Local Government.

B. Calculation of Annual Recovery Amount:

The Annual Recovery Amount for this project shall be fixed at $____________ per year until the Contract is fulfilled and terminated; provided, however, in no event shall the Annual Recovery Amount exceed the amount that would have been recoverable over the most recent twelve (12) month period for which actual customer billing data is available using the maximum Governmental Undergrounding Fee under Section 12.06(4) (a) or (b) of the Tariff.

C. Underground Assessment Area:

1. The Local Government agrees that it has provided the information contained in Attachment B to reflect the geographic boundaries of the Underground Assessment Area, from which the Company shall assess the Governmental Undergrounding Fee on all electric customers located within these boundaries. The Local Government warrants and represents that it provided these boundaries based on a determination, in its sole discretion, that the electric customers located within these boundaries benefit sufficiently from the underground Conversion project to warrant the payment of a Governmental Undergrounding Fee to recover the costs of the Conversion project.

2. The Local Government represents that it has authority to establish such boundaries and that it has complied with all applicable laws, rules, and regulations with respect to the consideration and setting of said boundaries. The Local Government, to the extent permitted by law without waiving or limiting any defenses of sovereign immunity, shall hold harmless and indemnify the Company for all loss to third parties resulting from the Local Government’s selection of the boundaries, except when the loss occurs due to the negligent actions of the Company. Nothing herein shall be intended to serve as a waiver of limitation of Local Government’s sovereign immunity defenses as allowed by law.

D. Governmental Undergrounding Fee:

1. The Governmental Undergrounding Fee shall be based on a uniform percentage of customers’ total net charges for electric service calculated to produce the Annual Recovery Amount, net of regulatory assessment fees, if any. Except as provided in Paragraph 4(b) of Section 12.06 of the Tariff, the total Governmental Undergrounding Fee billed to a customer’s account shall not exceed the lesser of (i) 15 percent of the customer’s total net electric service charges, or (ii) a maximum monthly amount of $30 for residential customers and $50 for each 5,000 kilowatt-hour increment of consumption for non-residential customers. The maximum monthly amount shall apply to each line of billing in the case of a customer receiving a single bill for multiple service points, and to each occupancy unit in the case of a master metered customer. For the avoidance of all doubt in calculating the Governmental Undergrounding Fee, the
Company will prepare a workpaper showing the calculation of the Governmental Undergrounding Fee (attached hereto as Attachment C and incorporated herein by its reference).

2. The parties agree that if the Local Government desires to apply a Governmental Undergrounding Fee based on a higher percentage or maximum monthly amount than specified in paragraph (D)(1) above, then the parties shall jointly petition the Florida Public Service Commission for approval of such increased amount. Absent such approval, the amounts for the Governmental Undergrounding Fee shall not be set above those maximum amounts.

3. The Governmental Undergrounding Fee shall be recalculated for each twelve (12) month period during its effectiveness following the initial annual period. The recalculation shall be based on the Company’s most current projections for the upcoming period, and shall include a true-up adjustment based on the difference between projected and actual recovery for the prior twelve (12) month period. The first annual true-up period for this Contract shall begin with the first billing cycle for the month following the implementation of the billing for the Governmental Undergrounding Fee.

4. No later than the twentieth (20th) day of the following month, the Company shall pay the Local Government the aggregated total Governmental Undergrounding Fee that the Company has collected from each customer in the Underground Assessment Area. The monthly payment shall be made by wire transfer. Any monthly payment or any portion thereof made twenty (20) calendar days after the due date without good cause shall be subject to interest at the 30-day commercial paper rate per annum.

E. Customer Notification:

1. At least thirty (30) calendar days before the execution of this Contract, the Local Government shall mail a notice to each electric customer located within the proposed Underground Assessment Area stating the Local Government’s intention to recover the cost of the underground Conversion project in question through a Governmental Undergrounding Fee on the customer’s electric bill. The notice shall include, at a minimum: (i) a description of the underground Conversion project; (ii) an estimate of the Governmental Undergrounding Fee (as a percentage of total net electric charges) and the maximum monthly amount; (iii) the month in which billing of the Governmental Undergrounding Fee is expected to commence; (iv) the number of years over which the Governmental Undergrounding Fee is to be imposed; and (v) a postage-prepaid form on which the customer may submit comments to the Local Government. The actual notice sent to the customers is attached to this Contract as Attachment D.

2. The Local Government warrants and represents that it has timely completed the obligation referenced in the above paragraph by timely mailing the requisite notice to all required customers.

F. Assignment:

The Local Government shall not assign, delegate or otherwise dispose of all or any portion of the Contract (including any benefits or obligations hereunder) without the prior written consent of the Company. Upon prior written notice and with the consent of Company (such consent not to be unreasonably withheld), the Local Government may assign the Contract. The Company, in Company’s sole discretion, may require any Company approved Local Government assignee to execute a new contract and agree to all the requirements of the new contract prior to approval of the assignment request. Any attempted assignment or delegation without the Company’s prior written consent shall be ineffective and void. The terms and conditions of this Contract shall be binding upon and inure to the benefit of any and all successors and/or assigns of the Company. The terms and conditions of this Contract shall be binding upon and inure to the benefit of any and all successors and/or assigns of the Local Government. Notwithstanding any provision herein, the Agreement shall not confer or be construed in any manner to confer, directly or indirectly, any rights, privileges, benefits, and/or remedies, upon any parties other than the parties hereto and their respective successors and/or permitted assigns.

G. Miscellaneous:

1. In executing this Contract, the Company does not, nor should it be construed to extend its credit or financial support for the benefit of any third parties lending money to or having other transactions with the Local Government or any assignee of this Contract.
2. This Contract shall be governed by and construed and enforced in accordance with the laws, rules and regulations of the State of Florida and the Tariff as may be modified, revised, supplemented, changed, or amended from time to time. In the event of any conflict between the terms of this Contract and the provisions of the Tariff, the provisions of the Tariff and any applicable Florida Public Service Commission rules shall control, as hereafter revised, amended, or supplemented.

3. The Tariff and associated technical terms and abbreviations, general rules and regulations and standard electric service requirements, as may be applicable, are incorporated by reference.

4. This Contract contains the entire agreement of the Company and Local Government relating to the subject matter herein and supersedes all previous and contemporaneous agreements, understandings, usages of trade, courses of dealing or representations, either written or oral, heretofore in effect between the Company and the Local Government.

5. This Contract may only be modified by a written agreement signed by both the Company and the Local Government expressly modifying the Contract. All provisions of the Contract providing for indemnification or limitation of or protection against liability shall survive the termination, cancellation, or expiration of the Contract.

6. This Contract shall terminate when the Company has fully collected the Government Cost and the Facility Charge from customers located in the Underground Assessment Area.

IN WITNESS WHEREOF, the Local Government has executed this Contract the day and year first written above.

LOCAL GOVERNMENT

____________________________
Signature of Local Government or Authorized Representative

____________________________
Printed Name of Local Government Representative

____________________________
Title of Authorized Representative

COMPANY

____________________________
Signature of Company Representative

____________________________
Printed Name of Company Representative

____________________________
Title of Company Representative
This Agreement is made by and between Duke Energy Florida, Inc. (the “Company”) and __________________________ (“Customer”) and outlines the terms and conditions of the Leave Service Active Program.

The Company agrees to furnish electric energy to the premises of the Customer located at _______________________________________________________________________________________________ and to permit the use of such energy by the Customer and the Customer’s tenants occupying rental units on the Customer’s premises.

The Customer agrees to be responsible for all electric energy used on the premises when such rental units are not being served in the name of a responsible tenant. The Customer agrees to use the same Customer name on all accounts and to provide the Company with a complete mailing address. The Customer agrees to keep all account information current, which includes, but is not limited to, the items contained herein.

When a tenant requests a disconnect of service, the Company will obtain a meter reading and automatically transfer the service from the tenant’s name to the Customer's name. When a tenant requests a reconnect of service, the Company will obtain a meter reading and transfer the service from the Customer's name to the tenant's name.

The Leave Service Active Agreement is subject to the rules, regulations, and rate schedules for electric service on file with the Florida Public Service Commission (FPSC), and other applicable rules and laws, if any, as presently effective or as amended in the future. Unless expressly modified herein, the terms and conditions of existing Contract(s) for Electric Power Service and other Agreement(s), if any, between the “Company” and Customer shall remain in full force and effect. This Agreement shall remain in effect until appropriately terminated by either party. Thirty (30) days prior written notification of termination is required, unless otherwise stated herein. This Agreement does not prevent the “Company” from disconnecting service following proper notice, in accordance with applicable rules and regulations, in the event Customer fails to timely remit payment for electric service, fraudulently obtains electricity or otherwise violates Florida law or FPSC rules which justify said action.

The signatories to this Agreement swear and affirm that the entity which on behalf of whom they are executing this Agreement have conferred upon them all pertinent rights to legally bind the entity to perform the covenants of this Agreement.

The continuance of the Leave Service Active Program is subject to the above conditions. Failure to comply with any of the conditions of this Agreement, within the sole discretion of The Company can result in the immediate removal of all of Customer’s accounts from the program. Customer will be sent written notification to the mailing address in the event of program termination.

In witness hereof, the parties hereto have caused the Agreement to be executed by their duly authorized representatives.

___________________________________________ DUKE ENERGY FLORIDA, INC.
By (Print Name) ____________________________
By (Signature) ______________________________
Title: ______________________________________
Date: ______________________________________

(Continued on next page)
(PLEASE COMPLETE THE APPROPRIATE SIGNATURE BLOCK.)

STATE OF FLORIDA
COUNTY OF ___________________________

SOLE PROPRIETORSHIP/INDIVIDUAL

The foregoing instrument was acknowledged before me this _____ day of __________, 20___
by ________________________________________, who is personally known to me or who has produced
(name of person acknowledged)
____________________________________ as identification and did/did not take an oath.
(type of identification)

OR

CORPORATION

The foregoing instrument was acknowledged before me this _____ day of __________, 20___
by ________________________________________, as __________________________ of ___________________________
(name of officer or agent) (title of officer or agent) (name of corporation acknowledging)
a ______________________ corporation, on behalf of the corporation. He/She is personally known to me or
(state or place of incorporation)
has produced __________________________________ as identification and did/did not take an oath.
(type of identification)

OR

LIMITED PARTNERSHIP

The foregoing instrument was acknowledged before me this _____ day of __________, 20___
by ________________________________________, a partner/agent on behalf of ___________________________,
(name of acknowledging partner or agent) (name of partnership)
a ______________________ limited partnership. He/She is personally known to me or has produced
(state)
____________________________________ as identification and did/did not take an oath.
(type of identification)

NOTARY PUBLIC:

____________________________________
(Signature of person taking acknowledgement)

MY COMMISSION EXPIRES:

____________________________________
(Name of acknowledger typed, printed or stamped)

____________________________________
(Title or rank)

____________________________________
(Serial number, if any)
## THIRD PARTY NOTIFICATION REQUEST

<table>
<thead>
<tr>
<th>ACCOUNT NUMBER</th>
<th></th>
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<tbody>
<tr>
<td>CUSTOMER NAME (PRINT)</td>
<td>THIRD PARTY NAME (PRINT)</td>
</tr>
<tr>
<td>ADDRESS</td>
<td>ADDRESS</td>
</tr>
<tr>
<td>CITY, STATE, ZIP</td>
<td>CITY, STATE, ZIP</td>
</tr>
<tr>
<td>TELEPHONE</td>
<td>TELEPHONE</td>
</tr>
<tr>
<td>CUSTOMER SIGNATURE</td>
<td>&quot;THIRD PARTY SIGNATURE&quot;</td>
</tr>
</tbody>
</table>
This Lighting Service Contract ("Contract") is hereby entered into this __________ day of _________________, 20 __, between Duke Energy Florida, LLC (hereinafter called the Company) and ______________________________________ (hereinafter referred to as the "Customer") for lighting service at the above location(s). The Customer agrees to receive and pay for lighting service from the Company in accordance with the rates, terms and provisions of the Company’s Rate Schedule LS-1, or its successor, as the same is on file with the Florida Public Service Commission (FPSC) and as may be amended and subsequently filed with the FPSC. To the extent there is any conflict between this Contract and the Lighting Service Rate Schedule, the Lighting Rate Schedule shall control.

The Customer further understands that service under this rate shall be for an initial term of ten (10) years and shall continue hereafter until terminated by either party upon written notice sixty (60) days prior to termination.

The Company shall install the following facilities (hereinafter called the Facilities):

Fixture Type and Number Installed:

Pole Type and Number Installed:

Additional facilities:
Rate per Month:

The monthly charges consist of the items below. These charges may be adjusted subject to review and approval by the Florida Public Service Commission.

- Customer Charge
- Pole Charge
- Light Fixture Charge
- Light Fixture Maintenance Charge
- Energy and Demand Charge:
  - Non-fuel Energy Charge
  - Plus the Cost Recovery Factors listed in Rate Schedule BA-1, Billing Adjustments**, except the Fuel Cost Recovery Factor and Asset Securitization Charge Factor: See Sheet No. 6.105 and 6.106
  - Fuel Cost Recovery Factor **: See Sheet No. 6.105
  - Asset Securitization Charge Factor: See Sheet No. 6.105

**Charges are normally revised on an annual basis.

Additional Charges:

Certain additional charges may also apply to the installation.

- Gross Receipts Tax Factor: See Sheet No. 6.106
- Right-of-Way Utilization Fees: See Sheet No. 6.106
- Municipal Tax: See Sheet No. 6.106
- Sales Tax: See Sheet No. 6.106

THE CUSTOMER AGREES:

1. To purchase from the Company all of the electric energy used for the operation of the Lighting System.

2. To be responsible for paying, when due, all bills rendered by the Company pursuant to the Company’s currently effective Lighting Rate Schedule LS-1, or its successor, for facilities and service provided in accordance with this Contract.

3. To be responsible for trimming trees that may either obstruct the light output from fixture(s) or that obstruct maintenance access to the facilities.

IT IS MUTUALLY AGREED THAT:

4. Requests for exchanging facilities, upgrades, relocations, etc. are subject to Section III, paragraph 3.05, of the Company's General Rules and Regulations Governing Electric Service.

5. The Company does not guarantee continuous lighting service and will not be liable for damages for any interruption, deficiency or failure of service, and reserves the right to interrupt service at any time for necessary repairs to lines or equipment. Nothing in this Contract is intended to benefit any third party or to impose any obligation on the Company to any such third party.

6. Installation shall be made only when, in the judgment of the Company, the location and the type of the facilities are, and will continue to be, easily and economically accessible to the Company's equipment and personnel for both construction and maintenance. In the event the Customer or its contractor, subcontractor or other agent changes the grading, which requires the Company to move its facilities or otherwise incur costs to ensure compliance with applicable code requirements, Customer shall compensate the Company for all such costs incurred by the Company to comply with any applicable code requirements. In the event Customer fails to pay the Company within 30 days of the completion of such work, Customer shall pay the Company any amounts owing the Company, including interest and any attorneys and other fees and costs the Company incurs to collect any amounts owed to the Company.

7. Modification of the facilities provided by the Company under this Contract may only be made through the execution of a written amendment to this Contract.
8. The Company will, at the request of the Customer, relocate the lighting facilities covered by this Agreement, if provided sufficient rights-of-way or easements to do so. The Customer shall be responsible for the payment of all costs associated with any such Customer-requested relocation of the Company's lighting facilities.

9. The Company may, at any time, substitute for any luminaire/lamp installed hereunder another luminaire/lamp which shall be of at least equal illuminating capacity and efficiency.

10. The Customer agrees to take responsibility for the cost incurred to repair or replace any fixture or pole which has been willfully damaged. The Company shall not be required to make such repair or replacement prior to payment by the Customer for damage.

11. The Company will repair or replace malfunctioning lighting fixtures maintained by the Company in accordance with Section 768.1382, Florida Statutes (2005).

12. This Contract shall be for a term of ten (10) years from the date of initiation of service. The date of initiation of service shall be defined as the date the first lights are energized.

13. Should the Customer fail to pay any bills due and rendered pursuant to this Contract or otherwise fail to perform the obligations contained in this Contract, said obligations being material and going to the essence of this Contract, the Company may cease to supply electric energy or service until the Customer has paid the bills due and rendered or has fully cured such other breach of this Contract. Service charges associated with the reconnection of service after disconnection for nonpayment or violation of Company or Commission Rules may be assessed for each lighting installation on an account. Any failure of the Company to exercise its rights hereunder shall not be a waiver of its rights. It is understood, however, that such discontinuance of the supplying of electric energy or service shall not constitute a breach of this Contract by the Company, nor shall it relieve the Customer of the obligation to perform any of the terms and conditions of this Contract.

14. If the Customer no longer wishes to receive service under this schedule, the Customer may terminate the Contract by giving the Company at least sixty (60) days advance written notice to the Company. Upon early termination of service, the Customer shall pay an amount equal to the remaining monthly customer charges, remaining Contribution in Aid of Construction ("CIAC"), if applicable, and remaining pole and fixture lease amounts for the term of the contract. The Customer will be responsible for the cost of removing the facilities.

15. In the event of the sale of the real property upon which the facilities are installed, or if the Customer's obligations under this Contract are to be assigned to a third party, upon the written consent of the Company, this Contract may be assigned by the Customer to the Purchaser or to the third party. No assignment shall relieve the Customer from its obligations hereunder until such obligations have been assumed by the Purchaser or third party and agreed to by the Company.

16. This Contract supersedes all previous contracts or representations, either written, oral or otherwise between the Customer and the Company with respect to the facilities referenced herein and constitutes the entire Contract between the parties. This Contract does not create any rights or provide any remedies to third parties or create any additional duty, obligation or undertakings by the Company to third parties.

17. This Contract shall inure to the benefit of, and be binding upon the successors and assigns of the Customer and the Company.

18. This Contract is subject to the Company’s Tariff for Retail Service, or as they may be hereafter revised, amended or supplemented. In the event of any conflict between the terms of this Contract and the provisions of the Company’s Tariff for Retail Services, the provisions of the Company’s Tariff for Retail Service and FPSC Rules shall control, or as they may be hereafter revised, amended or supplemented.
19. The obligation to furnish or purchase service shall be excused at any time that either party is prevented from complying with this Contract by strikes, lockouts, fires, riots, acts of God, the public enemy, governmental or court actions, lightning, hurricanes, storms, floods, inclement weather that necessitates extraordinary measures and expense to construct facilities and/or maintain operations, or by any other cause or causes not under the control of the party thus prevented from compliance, and the Company shall not have the obligation to furnish service if it is prevented from complying with this Contract by reason of any partial, temporary or entire shut-down of service which, in the sole opinion of the Company, is reasonably necessary for the purpose of repairing or making more efficient all or any part of its generating, transmission, distribution or other electrical equipment.

20. In no event shall the Company, its parent corporation, affiliate corporations, officers, directors, employees, agents, and contractors or subcontractors be liable to the Customer, its employees, agents or representatives, for any incidental, indirect, special, consequential, exemplary, punitive or multiple damages resulting from any claim or cause of action, whether brought in contract, tort (including, but not limited to, negligence or strict liability), or any other legal theory.

IN WITNESS WHEREOF, the parties hereby caused this Contract to be executed by their duly authorized representatives to be effective as of the day and year first written above.

Charges and Terms Accepted:

________________________________________
Customer (Print or type name of Organization)

By:_____________________________________ 
(Signature)

________________________________________
DUKE ENERGY FLORIDA, LLC

By:_____________________________________ 
(Signature)

________________________________________
(Print or type name)

________________________________________
(Print or type name)

Title:___________________________________

Title:___________________________________
APPLICATION FOR T.O.U. RATE

<table>
<thead>
<tr>
<th>Name</th>
<th>Date of Application</th>
</tr>
</thead>
<tbody>
<tr>
<td>Service Address</td>
<td>Account Number</td>
</tr>
<tr>
<td>Additional installed cost of meter $</td>
<td>Date Paid</td>
</tr>
</tbody>
</table>

I hereby apply for service under the above Time-of-Use rate schedule and understand the following conditions as authorized by the Florida Public Service Commission.

1. Service under the above rate schedule can be terminated at any time upon my request. If I subsequently re-elect to take service again under the above rate schedule, I will agree to sign a contract to remain on that rate schedule for a minimum term of twelve (12) consecutive months.

2. Application for service under this rate will be accepted by Duke Energy Florida, Inc. on a first-come, first-served basis.

3. I have the option to elect to receive a lower monthly facilities charge by paying to Duke Energy Florida, Inc. the additional installed cost of the time-of-use meter. In the event service under this rate schedule is discontinued for any reason within the first thirty-six (36) months, Duke Energy Florida, Inc. will refund the unused prorated portion of the additional installed cost of the time-of-use meter.

4. The ________ customer facilities charge shall remain in effect during the entire time service is received under this rate schedule and application.

5. Metering equipment will be installed subject to availability.

6. Service under this rate schedule will commence with the first full billing period following meter installation.

7. All of the electric load requirements on my premises are to be metered through one point of delivery.

8. All of the above conditions apply only to the service address shown above.

__________________________________________
Customer Signature

__________________________________________
__________________________________________
__________________________________________
__________________________________________
__________________________________________
__________________________________________

AUTHORIZATION TO BE REMOVED FROM THE TIME-OF-USE RATE

I hereby request that my account be removed from the Time-of-Use rate schedule.

__________________________________________
Customer Signature

__________________________________________
Date
RESERVED FOR FUTURE USE
RESERVED FOR FUTURE USE
RATE SCHEDULE GSLM-1 INSTALLATION REQUEST
COMMERCIAL LOAD MANAGEMENT

<table>
<thead>
<tr>
<th>Account Business Name</th>
<th>Zone</th>
<th>LMID</th>
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<tr>
<td>DBA Name</td>
<td>Best time to call</td>
<td>Account No.</td>
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<tr>
<td>Address</td>
<td>Meter No.</td>
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<tr>
<td>Contact Person</td>
<td>Phone No.</td>
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<td>Current Rate</td>
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</table>

Additional Information

I have read Rate Schedule GSLM-1 and I desire to participate, according to the appliance list and control schedules specified below, in the General Service Load Management Program. I understand that the Monthly Load Management Credits will be determined after the installation of the Load Management Equipment so that actual capacity may be utilized in the calculation.

Owner/Agent __________________________ Date __________________________
DEF Rep. __________________________ Date __________________________

<table>
<thead>
<tr>
<th>Item</th>
<th>Description and Location of Appliance</th>
<th>Estimated kW</th>
<th>Schedule</th>
<th>Comments</th>
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Date: ______________________

Duke Energy Florida, Inc.
St. Petersburg, Florida

Dear Sir or Madam:

We have read and understand the following excerpts from the General Rules and Regulations of Duke Energy Florida, Inc. which General Rules and Regulations are filed with and approved by the Florida Public Utilities Commission:

10.1 Confinement of Customer's Use:
Electric Service furnished to a Customer shall be rendered directly to the Customer through the Company's individual meter, and shall be solely for the Customer's own use.

10.2 Resales Prohibited:
In accordance with the laws of the State of Florida, the Company shall not be required to sell electricity to any Customer for resale; and, except in the case of municipalities and rural electric cooperatives, no Customer shall be permitted to resell any electric energy purchased from the Company.

10.3 Remetering Prohibited:
Electric Service furnished to Customer shall not be remetered by the Customer for the purpose of selling or otherwise disposing of electric Service to lessees, tenants or others on a metered basis; provided, however, that the Customer may, with the consent of the Company, install facilities for remetering when such remetering shall not violate these Rules and Regulations.

In connection with Duke Energy Florida, Inc. furnishing electric energy to our premises, located at ________________________________

and the use of such energy by our tenants occupying rooms, apartments, mobile home lots, or in any other manner on our premises, we agree not to resell such electric energy.

If in the operation of our business it is necessary or expedient for us to supply electric energy to any or all of our tenants, such energy will be considered as a part of the service rendered by landlord to tenant. The cost of such electric energy will be included in the tenant’s rent, or will be prorated to each tenant on the basis of his individual use.

We also understand that violation of the Company's General Rules and Regulations by us, may, upon reasonable notice to us by the Company, result in discontinuance of electric service to our premises until such violation has been corrected.

Very truly yours,

______________________________
Duke Energy Florida, Inc.
St. Petersburg, Florida

Gentlemen Dear Sir or Madam:

In conjunction with your electric service at: ______________________________

________________________________

________________________________

________________________________

you have requested Duke Energy Florida, Inc. to furnish additional facilities in accordance with Special
Provision Number __________ to Rate Schedule ____________________.

Duke Energy Florida, Inc. will furnish, install, and maintain such additional equipment for which you will
be charged in accordance with our applicable tariff on file with the Florida Public Service Commission.

Future requests for changes in or additions to such equipment, at the sole option of Duke Energy
Florida, Inc. will be furnished under the same terms and conditions.

Acknowledgment of this agreement is requested in the space provided below. The agreement cancels
and supersedes contract dated ________________.

________________________________
DUKE ENERGY FLORIDA, INC.

Account No: ____________________________
Effective Date: __________________________
Monthly Equipment Rental: _______________
(Subject to Change)

By: _________________________________
Date: ________________________________
GUARANTEE CONTRACT

(Please Print)
Applicant Name ___________________________ Account No. ___________________________
Service Address ___________________________ City __________ State ___________
Mail Address _______________________________ City __________ State __________
Guarantor Name _____________________________ Telephone No. ___________________________
Service Address ___________________________ City __________ State __________
Mail Address _______________________________ City __________ State __________

In consideration of Duke Energy Florida, Inc. furnishing electric service to the Applicant without requiring a cash
deposit, the undersigned Guarantor, GUARANTEES PAYMENT by the Applicant to Duke Energy Florida, Inc. of ALL
CHARGES for electric service for which the Applicant may be liable, and agrees that if the Applicant at any time shall
default in payment of such charges to, Duke Energy Florida, Inc. Guarantor will immediately pay all such charges
upon demand by Duke Energy Florida, Inc.

This guarantee shall apply to all electric service furnished at the above listed address served by Duke Energy
Florida, Inc. This guarantee shall remain in full force and effect until terminated by the Guarantor upon thirty (30)
days’ written notice to Duke Energy Florida, Inc. (provided, however, that no such termination shall release the
Guarantor from liability hereunder with respect to any charges for electric service furnished to Applicant prior to the
effective date of such termination); or until customer establishes a satisfactory payment record and has had service
for a period of at least twenty-five (25) months.

The undersigned Guarantor hereby waives notice of acceptance of this guarantee and further waives notice of default in
payment by Applicant.

Date ______________________, 20____________ Guarantor Signature ___________________________

DUKE ENERGY FLORIDA, INC.

The undersigned Applicant for electric service hereby authorizes Duke Energy Florida, Inc. to disclose information to
the Guarantor regarding my account for electric service including the balance due and owing to Duke Energy Florida,
Inc. on my account stated above so long as this Guarantee Contract remains in effect.

Applicant ___________________________ Date ___________________________

NOTARY

STATE OF FLORIDA
COUNTY OF ______________________________

Before me this day personally appeared ___________________________ and ___________________________ who,
being duly sworn, deposes and say that they are the above mentioned Applicant and Guarantor.

Notary Public State of Florida at Large ______________________________

My commission expires ______________________________

________________________________

Received by ___________________________ Title ___________________________ Date ___________

DUKE ENERGY FLORIDA, INC.
AGREEMENT TO PURCHASE AND SELL STREET LIGHTING SYSTEM
AND TO FURNISH AND RECEIVE ELECTRIC SERVICE

THIS AGREEMENT, made as of this ______ day of ______________________ , 20____ ,
between
DUKE ENERGY FLORIDA, INC., a Florida Corporation ("DEF") and ________________________________,
a municipality or other governmental authority ("Entity").

RECITALS

1. The Entity owns that certain street light system identified on Schedule 1 attached hereto and made a part
   hereof (the "System").

2. The Entity currently is maintaining the System and DEF currently is providing electric service to the Entity
   for the System.

3. The Entity has determined that it would be in the best interest of its citizens to sell the System to DEF and
   to contract with DEF for the provision of street lighting services and DEF has agreed to purchase the
   System and, pursuant to this Agreement combined with Rate Schedule LS-1 (as hereinafter defined), to
   provide the Entity a lighting service as a complete package as hereinafter provided.

4. The Entity, by Resolution ______________________, dated ______________________, has
   authorized ______________________________ to enter into this Agreement.

AGREEMENT

NOW, THEREFORE, for and in consideration of the mutual covenants and benefits herein contained, the
receipt and sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

1. RECITALS:
   The foregoing recitals are true and correct and are incorporated herein by reference.

2. SALE OF SYSTEM:
   The Entity hereby conveys to DEF all of its right, title and interest in and to the System together with all
   appurtenances thereto and a license across the Entity's property and rights-of-way for the maintenance
   and operation thereof. The Entity represents and warrants that, upon conveyance, DEF shall own full title
   to the System free and clear from any claim or lien.

3. PURCHASE PRICE:
   In consideration of the conveyance of the System, DEF shall pay to the Entity upon full execution of this
   Agreement the sum of $____________________ .

(Continued on next page)
4. DELIVERY OF ELECTRICAL SERVICE AND ENERGY:

A. The Entity shall receive from and pay DEF for electric energy and service at the following location:
   Entity of ____________, ____________, County, Florida, for the provision of street lighting
   services by means of the System under the terms and provisions of DEF applicable Rate Schedule
   LS-1 as the same is on file, from time to time, with the Florida Public Service Commission ("LS-1")
   and as set forth herein.

B. In recognition of the Entity's prior ownership of the System and the depreciation expense
   incurred in conjunction therewith, the Entity shall not be charged a Fixture or Pole charge
   thereunder until after __________ . After such date the Fixture and Pole Charges included
   in LS-1 shall be applicable.

C. Anything in any franchise agreement to the contrary notwithstanding, during the term of this
   Agreement the Entity shall use DEF electric service and energy for all street lighting and shall not
   generate or purchase elsewhere any electric energy for use in its street lighting systems. Any
   agreement the Entity may subsequently enter into shall recognize and respect the provisions of this
   Agreement.

5. CORPORATE POWER AND AUTHORITY:

   The Entity and DEF each represent and warrant that, solely with respect to themselves, this Agreement
   has been duly authorized, executed and delivered by each of the Entity and DEF, is in full force and effect
   and is a legal, valid and binding obligation of each of the Entity and DEF, enforceable against the each in
   accordance with its terms, except as the enforceability thereof may be limited by bankruptcy, insolvency,
   reorganization moratorium or other similar laws affecting creditor's rights generally.

6. TERM:

   This Agreement shall become effective as of the date and year first above written and shall be in full force
   and effect for a period of _______ ( ) years and shall continue thereafter until terminated by either party
   by written notice one (1) year prior to termination.

7. BINDING EFFECT:

   This Agreement shall be binding upon, and extend to, the heirs, or successors and assigns of the
   respective parties hereto; and shall not be assigned without the prior written consent of DEF.
8. AMENDMENT:

This Agreement is to be consummated only by written approval of DEF as required below. No other contract and no agreement, consideration or stipulation, modifying or changing the terms hereof, shall be recognized or binding unless they are so approved.

9. SEVERABILITY:

If any provision of this Agreement is held to be unenforceable for any reason, it shall be adjusted rather than voided, if possible, in order to achieve the intent of the parties to this Agreement to the extent possible. In any event, all other provisions of this Agreement shall be deemed valid and enforceable to the full extent possible.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first above written.

DUKE ENERGY FLORIDA, INC.

__________________________
WITNESS

__________________________
SIGNATURE

__________________________
WITNESS

__________________________
TITLE

ENTITY OF _________________, FLORIDA

__________________________
WITNESS

__________________________
SIGNATURE

__________________________
WITNESS

__________________________
TITLE
RESERVED FOR FUTURE USE
RESIDENTIAL DEPOSIT RELEASE

Current Customer

<table>
<thead>
<tr>
<th>NAME</th>
<th>ACCOUNT NUMBER</th>
</tr>
</thead>
<tbody>
<tr>
<td>SERVICE ADDRESS</td>
<td>CITY STATE ZIP</td>
</tr>
<tr>
<td>MAIL ADDRESS</td>
<td>CITY STATE ZIP</td>
</tr>
</tbody>
</table>

I________________________________________, as a customer of Duke Energy Florida (“Company”) hereby release and assign all rights, title and interest to the electric utility deposit plus any accrued interest on the above referenced account in the amount of $__________________ to the undersigned New customer. As consideration therefore, effective ____________________, I will be released from responsibility for the electric service provided to the above service address. This agreement supersedes any Certificate of Deposit previously issued on this account.

New Customer

<table>
<thead>
<tr>
<th>NAME</th>
<th>ACCOUNT NUMBER</th>
</tr>
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<tbody>
<tr>
<td>SERVICE ADDRESS</td>
<td>CITY STATE ZIP</td>
</tr>
<tr>
<td>MAIL ADDRESS</td>
<td>CITY STATE ZIP</td>
</tr>
</tbody>
</table>

I________________________________________, for and in consideration of the receipt of the receipt of an assignment of all rights, title and interest in the utility deposit on the above referenced account, hereby accept full responsibility for the electric service provided to the above address, effective ________________ and until such time that said account is closed. I agree to accept the previous Customer’s payment history and any outstanding balance owed to the account.

Agreement

This deposit is to guarantee payment of any amount which may become due for service in the Customer’s name at any and all premises, and may be used as if the Company were the absolute owner thereof. This deposit may be held until such time as the account covered by the deposit is disconnected, or may be transferred for service to another location when service at the original address is disconnected. This guarantee shall not satisfy the deposit requirements for more than one (1) service location without the approval of the Company.

A Customer who has had service for at least twenty-three (23) consecutive months will receive an automatic deposit refund, provided that over the preceding twelve (12) months he or she has not had a disconnection of service for non-payment of bill, or made a payment with a check refused by the bank, or had more than one (1) late payment notice.

Customer deposits may be increased or decreased depending upon actual bills and the payment record the Customer establishes with the Company. Separate certificates will not be issued for incremental deposit amounts. Cancelled checks or validated bill statements will serve as a deposit receipt.

Simple interest is payable on deposit held beyond six (6) months. The accrued interest is applied annually as a credit on the June bill statement.

This Agreement becomes invalid when service is disconnected and the deposit is applied to the final bill. Upon disconnection, the final bill statement will be calculated by applying the deposit and any accrued interest. The balance of the deposit and any accrued interest, if any, will be mailed to the Customer with the final bill statement.

A copy of picture identification must be attached when form is notarized.

(Continued on next page)
(PLEASE COMPLETE THE APPROPRIATE SIGNATURE BLOCK)

STATE OF FLORIDA
COUNTY OF __________________________

INDIVIDUAL

The foregoing instrument was acknowledged before me this ______ day of __________ , 20____
by ________________________________, who is personally known to me or who has produced
_____________________________ as identification and did/did not take an oath.

NOTARY PUBLIC:

____________________________________
SIGNATURE OF PERSON TAKING ACKNOWLEDGMENT

____________________________________
NAME OF ACKNOWLEDGER, TYPED, PRINTED OR STAMPED

____________________________________
TITLE OR RANK

____________________________________
SERIAL NUMBER, IF ANY

OR

AUTHORIZED SIGNATURES REQUIRED

CURRENT CUSTOMER ___________________________ DATE ___________________________

NEW CUSTOMER ___________________________ DATE ___________________________

WITNESSED BY:

______________________________ DATE ___________________________
DUKE ENERGY FLORIDA EMPLOYEE

______________________________ DATE ___________________________
DUKE ENERGY FLORIDA EMPLOYEE
Introducing **PowerPay**
The Fastest and Easiest Way to Pay
Your Monthly Electric Bill

With PowerPay from Duke Energy Florida, Inc. your electric bill is automatically paid from your checking account ten (10) days after the billing date indicated on your bill. You still receive a regular monthly statement but instead of writing a check, you simply deduct the amount due from your account. It's that simple. Say goodbye to checks, postage and waiting in lines. To sign up for PowerPay, simply complete this order blank, include a voided check and send both with your next electric bill payment. Then continue to pay your bill regularly until you receive your first PowerPay statement. For additional information on this exciting new program, contact Duke Energy Florida, Inc. today.

Duke Energy Florida, Inc.
Account No. ________________________________

Name of Bank ________________________________

Bank Branch ________________________________

Name(s) on Account ________________________________

Checking _______  Savings _______

SS# ________________________________

Home Phone ________________________________

Daytime Phone ________________________________

I hereby authorize my financial institution to debit my account in the name of Duke Energy Florida, Inc.

Signature ________________________________

Date ________________________________

ISSUED BY:  Javier J. Portuondo, Director, Rates & Regulatory Strategy – FL  
EFFECTIVE:  April 29, 2013
RESERVED FOR FUTURE USE
RESERVED FOR FUTURE USE
RESERVED FOR FUTURE USE
This Contract Service Arrangement ("Agreement") is made and entered into as of this _____day of ______________, by and between _________________________, (hereinafter called the "Customer") and, Duke Energy Florida, Inc. a Florida corporation (hereinafter called the "Company").

WITNESSETH:

WHEREAS, the Company is an electric utility operating under Chapter 366, Florida Statutes, subject to the jurisdiction of the Florida Public Service Commission or any successor agency thereto (hereinafter called the "Commission"); and

WHEREAS, the Customer is ________________________________________________; and

WHEREAS, the Customer can receive electric service from the Company under tariff schedule _______ at the service location described in Exhibit "A"; and

WHEREAS, the present pricing available under the Company’s rate schedule _______ is sufficient economic justification for the Customer to decide not to take electric service from the Company for all or a part Customer’s needs; and

WHEREAS, the Customer has shown evidence and attested to its intention to not take electric service from the Company unless a pricing adjustment is made under the Company’s Commercial / Industrial Service Rider ("CISR"); and

WHEREAS, the Company has sufficient capacity to serve the Customer at the aforementioned service location for the foreseeable future and for at least the following ________ month period; and

WHEREAS, the Company is willing to make a pricing adjustment for the Customer in exchange for a commitment by the Customer to continue to purchase electric energy exclusively from the Company at agreed upon service locations (for purposes of this Agreement, the “electric energy” may exclude certain electric service requirements served by the Customer’s own generation as of the date of this Agreement);

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

1. Rate Schedules – The Company agrees to furnish and the Customer agrees to take power pursuant to the terms and conditions of the Company’s tariff, rate schedules _______ and CISR as currently approved by the Commission or as said tariff and rate schedules may be modified in the future and approved by the Commission (except as described in Section 6 herein). The Customer agrees to abide by all applicable requirements of the tariff, rate schedules _______ and CISR, except to the extent specifically modified by this Agreement. Copies of the Company’s currently approved rate schedules _______ and CISR are attached as Exhibit "B" and made a part hereof.

2. Term of Agreement – This Agreement shall remain in force for a term of _______ months commencing on the date above first written.
3. ** Modifications to Tariff and Rate Schedule** – See Exhibit “C” to this Agreement.

4. **Exclusivity Provision** – During the term hereof, the Customer agrees to purchase from the Company the Customer’s entire requirements for electric capacity and energy for its facilities and equipment at the service location(s) described in Exhibit A to this Agreement. The “entire requirements for electric capacity and energy” may exclude certain electric service requirements served by the Customer’s own generation as of the date of this Agreement.

5. **Termination Fees and Provisions** – See Exhibit “D” to this Agreement.

6. **Modification of Rate Schedule** – In the event that any provision of any applicable rate schedules is amended or modified by the Commission in a manner that is material and adverse to one of the parties hereto, that party shall be entitled to terminate this Agreement, by written notice to the other party tendered not later than sixty (60) days after such amendment or modification becomes final and nonappealable, with such termination to become effective ____ days after receipt of such notice, whereupon service to the Customer shall revert to the otherwise applicable rate schedules available to the Customer.

7. **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.

8. **Incorporation of Tariff** – This Agreement incorporates by reference the terms and conditions of the Company’s tariff, rate schedule ________ and CISR filed by the Company with, and approved by, the Commission, as amended from time to time. In the event of any conflict between this Agreement and such tariff or rate schedules (other than as set out in the CISR), the terms and conditions of this Agreement shall control.

9. **Notices** – All notices and other communications hereunder shall be in writing and shall be delivered by hand, by prepaid first class registered or certified mail, return receipt requested, by courier or by facsimile, addressed as follows:

   **If to the Company:**

   Duke Energy Florida, Inc.

   __________________________
   __________________________
   __________________________

   Facsimile: __________________
   Attention:__________________

   **With a copy to:**

   Duke Energy Florida, Inc.

   __________________________
   __________________________
   __________________________

   Facsimile: __________________
   Attention:__________________

(Continued on next page)
If to the Customer:

Facsimile:  
Attention:

With a copy to:

Facsimile:  
Attention:

Except as otherwise expressly provided in this Agreement, all notices and other communications shall be deemed effective upon receipt. Each party shall have the right to designate a different address for notices to it by notice similarly given.

10. **Assignment; No Third Party Beneficiaries** – This Agreement shall inure to the benefit of and shall bind the successors and assigns of the parties hereto. No assignment of any rights or delegation of any obligations hereunder shall have the effect of releasing the assigning party of any of its obligations hereunder, and the assigning party shall remain primarily liable and responsible therefore notwithstanding any such assignment or delegation. Nothing in this Agreement shall be construed to confer a benefit on any person not a signatory party hereto or such signatory party’s successors and assigns.

11. **Waiver** – At its option, either party may waive any or all of the obligations of the other party contained in this Agreement, but waiver of any obligation or any breach of this Agreement by either party shall in no event constitute a waiver as to any other obligation or breach or any future breach, whether similar or dissimilar in nature, and no such waiver shall be binding unless in writing signed by the waiving party.

12. **Headings** – The section and paragraph headings contained in the Agreement are for reference purposes only and shall not affect, in any way, the meaning or interpretation of this Agreement.

13. **Counterparts** – This Agreement may be executed simultaneously in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

14. **Dispute Resolution** – All disputes arising between the Customer and the Company under this Agreement shall be finally decided by the Commission in accordance with the applicable rules and procedures of the Commission.

15. **Governing Law** – This Agreement shall be construed and enforced in accordance with the laws of the State of Florida.

16. **Confidentiality** – The pricing levels and procedures described within this Agreement, as well as any information supplied by the Customer through an energy audit or as a result of negotiations or information requests by the Company and any information developed by the Company in connection therewith shall be treated by the Company as confidential, proprietary information. If the Commission or its staff seeks to review any such information that the parties wish to protect from public disclosure, the information shall be provided with a request for confidential classification under the confidentiality rules of the Commission.
IN WITNESS WHEREOF, the Customer and the Company have executed this Agreement the day and year first above written.

__________________________________________  __________________________________________
AUTHORIZED SIGNATURE  AUTHORIZED SIGNATURE

__________________________________________  __________________________________________
TITLE  TITLE

WITNESSES:

__________________________________________  __________________________________________
By: ______________________________________  By: ______________________________________
[Type Name]  [Type Name]

__________________________________________  __________________________________________
By: ______________________________________  By: ______________________________________
[Type Name]  [Type Name]
[CORPORATE SEAL]  [CORPORATE SEAL]

(Continued on next page)
RESERVED FOR FUTURE USE
RESERVED FOR FUTURE USE
PREMIER POWER SERVICE CONTRACT

The undersigned (hereinafter "the Customer") hereby applies to Duke Energy Florida, Inc. (hereinafter "the Company") for backup electric services to the Customer's ___________ (hereinafter "the Customer's Facility") located in _______________, County, Florida, to be provided by an on-site generator installed, owned, operated and maintained by the Company for the purpose of continuing the supply of electricity to the Customer's Facility in the event the Customer's normal electric supply is interrupted and assisting the Company in meeting peak demands on the Company's system during periods of critical capacity conditions (hereinafter "the Services"). The Services shall be rendered in accordance with the terms of the Company's Premier Power Service Rider, Rate Schedule PPS-1 (hereinafter "the PPS Rider," which is hereby incorporated into this Contract by this reference), as approved or subsequently revised by the Florida Public Service Commission, which is hereby incorporated into this Contract by this reference (a copy of the currently effective PPS Rider is attached hereto), and the following terms and conditions:

1. Effective Date
   This Contract shall become effective upon the acceptance hereof by the Company, evidenced by the signature of its authorized representative appearing below, which, in conjunction with the PPS Rider and, subject to the terms of this Contract, the technical specifications described in the Company's proposal letter dated ___________, 20__, shall constitute the entire agreement between the Customer and the Company with respect to provision of the Services. In the event of any conflict between the Company's proposal letter and the PPS Rider, in conjunction with this Contract, the PPS Rider, in conjunction with this Contract shall prevail.

2. Term of Contract
   The term of this Contract is from _______________, 20__, or from the date the Services are first provided hereunder, whichever is later and continuing until _______________, months after the date services are first provided.

3. Customer Payments
   The Customer's Monthly Service Payment determined in accordance with the PPS Rider shall be $___________, exclusive of present or future federal, state, municipal or other sales, use, gross receipts, or property tax, or similar charge with respect to the Services, which the Customer shall also pay. If the Customer fails to pay any amount owed the Company hereunder when due, such past due amounts shall accrue interest at the rate of 18% per annum or the maximum legal rate, whichever is lower. Further if the Customer fails to make any undisputed payment owed the Company hereunder within five (5) business days of receiving written notice from the Company that such payment is past due, the Company may suspend the Services to the Customer. In the event that the Customer fails to pay any past due amounts for a period of sixty (60) days, the Company shall have the right to access and remove the facilities at the Customer's expense. In such a circumstance, the Customer shall be responsible for paying a Termination Fee as more fully described in Section 8 below. Additionally, the Customer shall be liable to the Company for any attorney fees or other costs incurred in collection of this payment or any other amount due under this Contract. The Customer's obligations under this Section 3 shall survive the termination or cancellation of this Contract.

4. Provision of Services and Installation Schedule
   The Company shall furnish labor, supervision, equipment, materials and transportation reasonably necessary to provide the Services. The Company shall be entitled to rely on the accuracy of any information provided by the Customer, which information is warranted by the Customer to be accurate and correct. Such information shall include, but is not limited to, the information the Customer is required to provide as described in Section 5 below. In the event of any unforeseen difficulties in performance of the Services due to conditions at the work site or due to the inaccuracy of any information relied upon by the Company, the Customer shall be liable and reimburse the Company for any increased costs or expenses incurred by the Company as a result of such difficulties, and the Monthly Service Payment, the Company's proposal letter, and Contract Term shall be equitably adjusted to compensate Company for any additional or increased work or time the Company may be required to incur. The Company shall exercise commercially reasonable efforts to commence the Services. The completion schedule for providing the Services shall be equitably adjusted to compensate the Company for any such unanticipated delays or delays to the installation or startup of the facilities for any reasons beyond the fault and neglect of the Company.

(Continued on next page)
5. Customer Responsibilities
The Customer shall provide a location on its premises for installation of the Company’s facilities, any necessary access to the work site, as well as a reasonable lay-down area to perform the Services. Further, the Customer shall, so long as is necessary to provide the Services, provide access to the Company, upon reasonable notice to Customer (except in the case of an emergency, declared by the Company, in its sole discretion, in which case the Customer agrees that the Company has the right to access the Company’s facilities without any prior notice to the Customer), for operation, maintenance and repair of the Company’s facilities. Accordingly, the Customer shall be obligated, at its sole expense, to keep the premises on which the Company’s facilities are located free and clear of anything that may impair the operation, maintenance and repair of such facilities or cause damage to the Company’s facilities. In the event that the Customer fails to keep the premises on which the Company’s facilities are located free and clear as described herein, the Company shall provide notice to the Customer of the Customer’s failure to do so. If the Customer has not fully satisfied its obligation as described herein within five (5) business days of its receipt of such notice, the Company may either (i) suspend the Services to the Customer or (ii) clear the premises on which the Company’s facilities are located on of anything that may impair the operation, maintenance and repair of such facilities. In the event that the Company chooses option (ii) above, the Customer shall be liable and reimburse the Company for all costs associated with the work performed.

Any delays or additional cost incurred by Company because of inadequate access to the work site shall be grounds for an equitable adjustment in the schedule and the Monthly Service Payment. The Company shall have the right to suspend the Services or adjust the schedule accordingly in the event that there is inadequate access to the work site, or if any required information is not promptly provided, or in the event that the safety of any person or property might be jeopardized by continuing with the Services. The Customer shall provide, at no cost to the Company, any plans, specifications, drawings or information that may be necessary or useful in the performance of the Services. The Customer will ensure that all Occupational Safety and Health Act requirements are adhered to for the area where any Company equipment in support of the Services is to be based. In the event of damage to Company owned equipment that is caused by the Customer or the Customer’s agents, or any other cause not due to the fault or neglect of the Company the Customer agrees to pay all repair or replacement costs associated with the damage.

6. Permits and Regulatory Requirements
Other than acquiring its general business license, which the Company shall obtain and maintain, the Customer shall be responsible for obtaining any license or permit required of the Company in the Company's name to enable it to provide the Services. The Customer assumes the risk and responsibility for such compliance (including any changes to such requirements), and for securing such permits, licenses, and approvals from the proper authorities, and for paying any associated costs or fees should compliance with any laws, rules, regulations, or ordinances of any federal, state, or local authority, or of any agency thereof (including, but not limited to, certification to do business as a foreign corporation) require any changes in the Services; or should any permits, licenses, or approvals of plans and specifications for the Services or should any permits, licenses, or approvals for the installation or use thereof be required.

7. Installed Equipment
The Customer agrees that any equipment installed on the Customer’s premises for the express purpose of providing the Services is and will remain the sole property of the Company until such time as the Customer may wish to exercise its purchase rights set forth in Section 9 below. The Company reserves the right to modify or upgrade equipment as the Company deems necessary, in its sole discretion, for the continued supply of these Services. If equipment modifications or upgrades are requested by the Customer, however, any such modifications or upgrades will be at the Customer’s expense.

8. Early Termination of Contract
The Customer has the right to terminate this Contract before the entire Contract Term has expired, provided that the Customer a) notifies the Company in writing a minimum of 60 days prior to termination of the Services and b) pays a Termination Fee. The Termination Fee will be calculated by taking the sum of the Customer’s payments remaining in the Contract Term, adding an estimated removal cost, and subtracting therefrom the sum of avoided costs, including but not limited to maintenance costs, if any, and the estimated salvage value as reasonably determined by the Company. In the event of any termination of this Contract before the end of the Contract Term, the Company shall also be compensated for all Services provided to Customer prior to the effective date of termination, and for all costs reasonable incurred by the Company in preparation for the providing of Services prior to the effective date of any termination of this Contract or any termination of Services being provided pursuant to this Contract.

9. End of Contract
At the end of the Contract Term the Customer shall have the option to a) renew the terms of this Contract for an agreed upon period at an agreed upon price between the Company and the Customer, b) purchase equipment, if any, that has been installed on Customer’s premises at an agreed upon price, or c) terminate this Contract which will require removal of any equipment owned and installed by the Company for the purpose of providing the Services. If the Company does not receive Customer’s written confirmation as to which option is being selected within 60 days prior to the end of the Contract Term or if options (a) or (b) are selected but the parties have failed to reach agreement upon the renewal term or the price to be paid, Customer will be deemed to have selected option (c) to terminate.
10. Warranty
The Company warrants that Services shall be performed in accordance with generally accepted industry practices. THE WARRANTY SET FORTH ABOVE IS EXCLUSIVE, AND NO OTHER WARRANTY OR REMEDY OF ANY KIND, WHETHER STATUTORY, WRITTEN, ORAL, EXPRESS, OR IMPLIED, INCLUDING WITHOUT LIMITATION WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, OR WARRANTIES ARISING FROM COURSE OF DEALING OR USAGE OF TRADE, SHALL APPLY.

The Customer warrants that the premises on which the Company’s facilities are to be located is suitable for the location of such facilities. The Customer further warrants that the placing of such facilities on such premises complies with all laws, rules, regulations, ordinances, zoning requirements or any other federal, state or local governmental requirements.

11. Limitation of Liability and Indemnification
Notwithstanding anything herein to the contrary, neither the Company nor its employees, its subcontractors or suppliers shall be liable for any direct, indirect, general, special, incidental, exemplary, or consequential loss or damage of any nature arising out of their performance or non-performance hereunder. Further, notwithstanding anything herein to the contrary, in no event shall the Company’s liability arising out of or in connection with the performance or non-performance of the Services exceed the Customer’s payments received by the Company pursuant to Section 3 above. The provisions of this Section 11 shall apply whether such liability arises in contract, tort (Including negligence), strict liability or otherwise.

The Customer shall arrange its electrical requirements to ensure that the electrical requirement to be supplied when normal service is interrupted will not be greater than the generation capacity. Accordingly, in no event shall the Company be liable for any claims, damages, cost, expenses or causes of action arising out of the failure of the Customer to so arrange its electrical requirements. Further, the Customer shall indemnify, defend and hold harmless the Company from any claims, liabilities, obligations, damages, costs and expenses (including, but not limited to, reasonable attorney’s fees) or causes of action of whatsoever kind or nature for injury or death to any person and for damage to or destruction of property, to the extent resulting from the failure of the Customer to so arrange its electrical requirements.

12. Force Majeure
Except for the Customer’s obligation to pay the Company any sum of money owed the Company hereunder, neither party shall be liable for its failure to perform hereunder if such failure is due to any act or circumstance beyond the reasonable control, and not due to the fault or neglect of, of the party claiming the event of force majeure including, but not limited to the following acts or circumstances: (i) act(s) of God, (ii) war or wars, (iii) government regulation by a governmental authority having jurisdiction (including, but not limited to, any law, rule, order, proclamation, regulation, ordinance, demand, or requirement of any governmental agency), (iv) act(s) or threatened act(s) of terror, including, but not limited to any acts by organized groups of terrorists or any acts of a public enemy (v) disaster(s) (including, but not limited to, hurricane, tornado, tropical storm, earthquake, or major storm), (vi) any pandemic, epidemic, pestilence, plague, or outbreak, (vii) strike, lockout, or industrial disputes, (viii) civil disorder, riot, or disturbance of the peace, (ix) any third party act for which the party who fails to perform is not responsible, or (x) any other condition or circumstance, whether similar to or different from the foregoing (it being agreed that the foregoing enumeration shall not limit or be characteristic of such conditions or circumstances) beyond the reasonable control and fault of the party claiming the force majeure event.

In the event that either party is rendered unable, wholly or in part, by reason of an event of force majeure to perform any obligations set forth in the Contract, other than the Customer’s obligation to pay a sum of money owed hereunder to the Company, then such party shall give the other party written notice and reasonably full particulars of such event as soon as practicable after the occurrence thereof, and thereafter, the obligations of both parties shall be suspended to the extent of and for the period of such force majeure condition and such cause shall be remedied with all reasonable dispatch. Settlement of strikes and lockouts shall be entirely within the discretion of the party affected and the requirement that any event of force majeure be remedied with all reasonable dispatch shall not require the settlement of strikes or lockouts by acceding to the demands of the parties directly or indirectly involved in such strikes or lockouts when such course is advisable in the discretion of the party having such difficulty.

To the extent the force majeure event causes a delay or an increase in costs or expenses to the Company, the Customer shall be liable to the Company for all increased costs and expenses incurred by the Company as a result of such force majeure event. In no event shall the Company be responsible for any damages arising out of any failure to perform or delay arising as a result of such force majeure event.

13. Non-Waiver
The failure of either party to insist upon the performance of any term or condition of this Contract or to exercise any right hereunder on one or more occasions shall not constitute a waiver or relinquishment of its right to demand future performance of such term or condition, or to exercise such right in the future.

14. Regulatory Authority and Governing Law
The Services provided under this Contract are subject to the regulatory authority of the Florida Public Service Commission (hereinafter “the FPSC”), and shall also be governed by the laws of the State of Florida. This Contract is subject to changes or substitutions, either in whole or in part, made from time to time by order of the FPSC, and each party to this Contract reserves the right to seek approval of such changes or substitutions, in accordance with law, from the FPSC. Unless specified otherwise, any such changes or substitutions shall become effective immediately and shall nullify all prior provisions in conflict therewith.
15. **Dispute Resolution**

The Company and the Customer shall endeavor to resolve any claim or other matter in question between the parties to this Contract arising out of or related in any way to this Contract by negotiation or mutual agreement. The Florida Public Service Commission and/or a court of competent jurisdiction in the State of Florida only, as may be applicable under controlling law, shall decide any unresolved claim or other matter in question between the parties to this Contract arising out of or related in any way to this Contract, with the Florida Public Service Commission and/or such court having sole and exclusive jurisdiction over any such matters. In no event will any such claim be submitted to arbitration, or to a court in any other jurisdiction, without the express written consent of both Parties.

16. **Entire Agreement**

The Contract constitutes the entire understanding between the Company and the Customer relating to the subject matter hereof, superseding any prior or contemporaneous agreements or understanding between the parties. The parties shall not be bound by or be liable for any statement, prior negotiation, correspondence, representation, promise, draft agreements, inducement or understanding of any kind or nature not set forth or provided for herein. No prior course of dealing, usage of trade or course of performance shall be used to supplement or explain any term, condition, or instruction used in this Contract.

17. **Modification**

No statements or agreements, oral or written, made prior to the date hereof, shall vary or modify the written terms set forth herein and neither party shall claim any amendment, modification or release from any provision hereof by reason of a course of action or mutual agreement unless such agreement is in writing, signed by both parties and specifically states it is an amendment to this Contract.

18. **Severability**

In the event any provision, or any part or portion of any provision of this Contract shall be deemed or defined by any law or order any court or any governmental agency, or regulatory body having jurisdiction over either party, or held or declared by a court of competent jurisdiction to be unlawful, invalid, void or otherwise unenforceable, the rights and obligations of the parties shall be reduced or abated only to the extent required to remove or cure such illegal or unenforceable portion, so long as the Contract is not affected in a manner or to the extent which would render it economically, technically, materially, or commercially infeasible to either party.

**IN WITNESS WHEREOF**, the parties have duly executed this Contract.

---

Customer

Duke Energy Florida, Inc. d/b/a Duke Energy Florida

By:______________________________  By:______________________________

Title:____________________________  Title:____________________________

Date:________________            Date:________________
RESERVED FOR FUTURE USE
RESERVED FOR FUTURE USE
RESERVED FOR FUTURE USE
DUKE ENERGY FLORIDA, INC.
STANDARD INTERCONNECTION AGREEMENT
FOR TIER 1 CUSTOMER-OWNED RENEWABLE GENERATION SYSTEMS (10kw or less)

THIS AGREEMENT is made this _____ day of ___________, _____, by and between _______________________
(hereinafter called the Customer), located at the address shown in the attached Application and Compliance Form, and
Duke Energy Florida, Inc., a corporation organized and existing under the laws of the State of Florida (hereinafter called the
Company).

WITNESSETH:

WHEREAS, the Customer has made a request to interconnect its renewable generation Tier 1 system(s), 10
kilowatts or less in total, which is primarily intended to offset part or all of the customer’s electricity requirements, with the
Company’s electric supply grid at the Customer’s presently metered location.

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

General Responsibilities of Both Parties:

1. The Customer certifies that the system’s hardware and its installation, operation and maintenance is in compliance
and shall continue to comply with the applicable standards, codes and manufacturer’s instructions set forth in the
Application and Compliance Form attached hereto and incorporated herein, and that all other information therein
provided by the Customer is true and correct. The Customer shall notify the Company in writing of any changes to
its system.

2. The Customer shall not be required to pay any application fee for this Tier 1 Customer-owned renewable
generation system interconnection.

3. In order to commence the process for interconnection, the Customer shall provide the Company a completed
application. Applications can be downloaded from the Company’s website: www.progress-
energy.com/florida/home/renewable-energy/interconnect.page.

4. The Customer is responsible for the protection of its generation equipment, inverters, protection devices, and other
system components from damage from the normal and abnormal operations that occur on the Company’s utility
system in delivering and restoring system power; and is responsible for insuring that the equipment is inspected,
maintained, and tested in accordance with the manufacturer’s instructions to insure that it is operating correctly
and safely.

5. Customer-owned renewable generation shall be considered certified for interconnected operation if it has been
submitted by a manufacturer to a nationally recognized testing and certification laboratory, and has been tested
and listed by the laboratory for continuous interactive operation with an electric distribution system in compliance
with the applicable codes and standards of IEEE 1547, IEEE 1547.1 and UL 1741.

6. Customer-owned renewable generation shall include a utility-interactive inverter, or other device certified pursuant
to item 5 listed above, that performs the function of automatically isolating the Customer-owned generation
equipment from the electric grid in the event the electric grid loses power.

7. The Customer agrees to provide Local Building Code Official inspection and certification of installation. The
certification shall reflect that the local code official has inspected and certified that the installation was permitted,
has been approved, and has met all electrical and mechanical qualifications.

8. The Company recommends that the Customer maintain general liability insurance for personal injury and property
damage in the amount of not less than one hundred thousand dollars ($100,000) to the extent permitted by law.
For government entities, proof of self-insurance consistent with law shall satisfy this requirement.

9. The total capacity of the Customer generation system(s) does not exceed 90% of the rating of service currently
provided to the customer (based on service size, transformer rating, etc.) and has a total gross power rating of
10kw or less.
10. The Company may isolate the Customer’s system from the distribution grid using the manual disconnect switch, if available, or by disconnecting the meter without prior notice to the Customer. To the extent practical, however, prior notice shall be given. The system will be reconnected as soon as practical once the conditions causing the disconnection cease to exist. Conditions which may require the disconnection of the Customer’s system are:

(a) Company utility system emergencies or maintenance requirements.
(b) Hazardous conditions existing on the Company’s utility system due to the operation of the Customer’s generation or protective equipment as determined by the Company.
(c) Adverse electrical effects (such as power quality problems) on the electrical equipment of the company’s other electric consumers caused by the Customer’s generation as determined by the Company.

In the event the Company disconnects the Customer’s system without prior notice, the Company will leave a door hanger notifying the customer of the disconnection including an explanation of the conditions requiring such action.

11. The Customer, to the extent permitted by law without waiving or limiting any defenses of sovereign immunity, shall hold harmless and indemnify the Company for all loss to third parties resulting from the operation of the customer-owned renewable generation, except when the loss occurs due to the negligent actions of the Company. The Company shall hold harmless and indemnify the Customer for all loss to third parties resulting from the operation of the Company’s system, except when the loss occurs due to the negligent actions of the Customer. Nothing herein shall be intended to serve as a waiver or limitation of Customer’s sovereign immunity defenses as allowed by law.

12. Prior to connection and parallel operation of the Customer’s generation system with the Company’s electric system, the Customer shall provide 10 days notice and permit the Company, if it should so choose, to inspect the system and its component equipment and the documents necessary to insure compliance with various sections of this Agreement and to have personnel present on the in-service date of the Customer’s generation system equipment and protective apparatus.

13. In no event shall any statement, representation, or lack thereof, either express or implied, by the Company, relieve the Customer of exclusive responsibility for the Customer’s generation system. Specifically, any company inspection of the Customer’s system shall not be construed as confirming or endorsing the Customer’s system design or its operating or maintenance procedures nor as a warranty or guarantee as to the safety, reliability, or durability of the Customer’s equipment. The Company’s inspection, acceptance, or its failure to inspect shall not be deemed an endorsement of any of the Customer’s equipment or procedures.

14. The Company will install metering equipment on the Customer’s premises capable of measuring any excess kilowatt-hours produced by the Customer’s system and delivered to the Company’s electric system. The cost of the meter, installation, maintenance, and any costs of reading and billing associated with this meter equipment shall be borne by the Company. The value of such excess generation shall be reflected on the Customer’s bill based on the Company’s applicable net metering for customer-owned renewable generation tariff approved by the Florida Public Service Commission. This tariff can be found at the Company’s website – www.progress-energy.com/florida/home/renewable-energy/interconnect.page.

15. In the event the Company elects to install a manual disconnect switch, it shall be at the Company’s expense. The Company installed disconnect switch shall be the visible load break type to provide a separation point between the AC power output of the Customer-owned renewable generator and any Customer wiring connected to the Company’s system. The disconnect switch shall be mounted separate from, but adjacent to the Company’s meter socket. The Customer shall ensure that such disconnect switch remain readily accessible to the Company and be capable of being locked in the open position with a single Company utility lock.

16. On termination of services pursuant to this Agreement, the Company shall remove any additional metering equipment related to this Agreement. At the Customer’s expense, within 10 working days following the termination, the Customer shall permanently isolate the generation system and any associated equipment from the Company’s electric supply system, and notify the Company that the isolation is complete.

Inspection and On-going Compliance:

17. The Company will provide the Customer with as much notice as reasonably possible, either in writing, e-mail, facsimile or by phone as to when the Company may conduct inspections and/or document review. Upon reasonable notice, the Company shall have access to the Customer’s premises for any reasonable purpose in connection with the performance of the obligations imposed by this Interconnection Agreement or, if necessary, to meet the Company’s legal obligation to provide service to its Customers. At any time without notice in the event of emergency or hazardous conditions, the Company shall have access to the customers premise to operate a manual disconnect switch or disconnect the meter.

(Continued on Next Page)
Modifications/Additions to Customer-owned Renewable Generation:

18. If the Customer-owned renewable generation system is subsequently modified in order to increase its Gross power rating, the Customer must notify the Company by submitting a new application specifying the modification at least thirty days prior to making the modification.

19. If the Customer adds another Customer-owned renewable generator system which i.) utilizes the same utility inter-active inverter for both systems; or ii.) utilizes a separate utility inter-active inverter for each system the Customer shall provide thirty days notice prior to installation.

20. In the event any Customer modifications or additions result in the input to any Company meter so as to qualify as a Tier 2 or Tier 3 system, then all terms and condition, including appropriate notice, of the Interconnection Agreement for Tier 2 or Tier 3 systems shall apply.

21. The Interconnection Agreement which applies in instances described in sections 18-20 above shall be determined by the maximum output of the generation system(s) which is connected to the Company’s meter. In all instances described in this section, the Customer shall submit a new application to the Company and shall enter into a new Interconnection Agreement.

Renewable Energy Credits:

22. The Customer shall retain any Renewable Energy Certificates produced by the Customer-owned renewable generation equipment; and any additional meters necessary for measuring the total renewable electricity generated for the purposes of receiving Renewable Energy Certificates shall be installed at the Customer’s expense, unless otherwise determined during negotiations for the sale of the Customer’s Renewable Energy Certificates to the Company.

Lease Agreements:

23. The Customer shall provide the Company a copy of the lease agreement, as applicable, for any and all leased interconnection equipment.

24. The Customer shall not enter into any lease agreement that results in the retail sale of electricity. Notwithstanding this restriction, in the event the Customer so enters such an agreement, the Customer may become subject to the Florida Public Service Commission’s jurisdiction and may be subject to various fines and penalties.

Assignment:

25. The Customer shall not have the right to assign its benefits or obligations under this Agreement without the Company’s prior written consent and such consent shall not be unreasonably withheld. The Company may require the assignee to sign a new copy of this Agreement, agreeing to all its requirements. The Customer shall notify the Company in writing prior to any such anticipated assignment.

26. An assignee to this Interconnection Agreement shall have the same rights, responsibilities and obligations as the assigning Party.

Entire Agreement:

27. In executing this Agreement, the Company does not, nor should it be construed to extend its credit or financial support for the benefit or any third parties lending money to or having other transactions with Customer or any assignee of this Agreement.

29. The Customer must execute this Interconnection Agreement and the Customer’s subsequent application submitted thereunder and return it to the Company at least thirty calendar days prior to beginning parallel operations.

30. This Agreement shall be governed by and construed and enforced in accordance with the laws, rules and regulations of the State of Florida and the Company’s Tariff as may be modified, changed, or amended from time to time.

31. The Company’s tariff and associated technical terms and abbreviations, general rules and regulations and standard electric service requirements, as may be applicable, are incorporated by reference.

32. This Interconnection Agreement supersedes all previous agreements or representations, either written or oral, heretofore in effect between the Company and the Customer, made in respect to matters herein contained, and when duly executed, this Interconnection Agreement constitutes the entire agreement between Parties hereto.

33. For those Customers which are government entities, provisions within this agreement will apply to the extent the agency is not legally barred from executing such provisions by State or Federal law.

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

CUSTOMER

________________________________________
Signature of Customer or Authorized Representative

________________________________________
Title of Authorized Representative

Customer Account Number____________________________________________
## INTERCONNECTION OF CUSTOMER-OWNED RENEWABLE GENERATION SYSTEMS
TO DUKE ENERGY FLORIDA, INC ELECTRIC GRID
APPLICATION AND COMPLIANCE FORM

FOR TIER 1 SYSTEMS (10 KW or less)

### A. Applicant Information

<table>
<thead>
<tr>
<th>Name:</th>
<th>DEF Account No.:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Mailing Address:</td>
<td></td>
</tr>
<tr>
<td>City:</td>
<td>Zip Code:</td>
</tr>
<tr>
<td>Street Address (if different):</td>
<td>Fax:</td>
</tr>
<tr>
<td>Daytime Phone:</td>
<td>Email:</td>
</tr>
</tbody>
</table>

### B. System Information

#### System 1 Information (please check): Wind____ Solar_____ Other(please state type) __________

<table>
<thead>
<tr>
<th>System Name/Model:</th>
<th>System Capacity: _____ watts (DC)</th>
</tr>
</thead>
<tbody>
<tr>
<td>List Manufacturer/Model for:</td>
<td></td>
</tr>
<tr>
<td>Generator/modules:</td>
<td>Inverter:</td>
</tr>
<tr>
<td>Batteries □ Yes □ No</td>
<td></td>
</tr>
<tr>
<td>Total Battery Capacity kW DC: ____</td>
<td>Manufacturer Names and Model #:</td>
</tr>
<tr>
<td>System Location:</td>
<td>Inverter Location:</td>
</tr>
<tr>
<td>Permission to monitor? □ Yes □ No</td>
<td></td>
</tr>
</tbody>
</table>

#### System 2 Information (please check): Wind____ Solar_____ Other(please state type) __________

<table>
<thead>
<tr>
<th>System Name/Model:</th>
<th>System Capacity: _____ watts (DC)</th>
</tr>
</thead>
<tbody>
<tr>
<td>List Manufacturer/Model for:</td>
<td></td>
</tr>
<tr>
<td>Generator/modules:</td>
<td>Inverter:</td>
</tr>
<tr>
<td>Batteries □ Yes □ No</td>
<td></td>
</tr>
<tr>
<td>Total Battery Capacity kW DC: ____</td>
<td>Manufacturer Names and Model #:</td>
</tr>
<tr>
<td>System Location:</td>
<td>Inverter Location:</td>
</tr>
<tr>
<td>Permission to monitor? □ Yes □ No</td>
<td></td>
</tr>
</tbody>
</table>

### C. Installation Contractor Information

<table>
<thead>
<tr>
<th>Installation Contractor:</th>
<th>FL License No.:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Address:</td>
<td>Zip Code:</td>
</tr>
<tr>
<td>Daytime Phone:</td>
<td>Fax:</td>
</tr>
<tr>
<td>Email:</td>
<td></td>
</tr>
<tr>
<td>Proposed Installation Date:</td>
<td></td>
</tr>
</tbody>
</table>

### D. Hardware and Installation Compliance

1. The system hardware is in compliance with Underwriters Laboratories (UL) 1741, and IEEE 1547 standards for utility interconnected inverters.

Signed (Contractor): ___________________________ Date: _____________

Name (Print): ___________________________ Company: ___________________________

### E. Owner Acknowledgment

The system has been installed to my satisfaction and I have been given system warranty information, and an operation manual. Also, I have been thoroughly instructed in the operation and maintenance of the system.

Signed (Owner): ___________________________ Date: _____________

### F. Electrical Code Inspection

Satisfies Code Requirements

Inspector Name (Print): ___________________________ Date: _____________

Inspector Signature: ___________________________

### G. Duke Energy Florida, Inc. Approval

Satisfies DEF Interconnection Requirements

DEF Representative Name (Print): ___________________________ Phone: ___________________________

DEF Representative Signature: ___________________________ Date: _____________
Section VII

Third Revised Sheet No. 7.320
Cancels Second Revised Sheet No. 7.320

DUKE ENERGY FLORIDA, INC.
STANDARD INTERCONNECTION AGREEMENT
FOR TIER 2 CUSTOMER-OWNED RENEWABLE GENERATION SYSTEMS (>10kw, <= 100kw)

THIS AGREEMENT is made this _____ day of ___________, ____, by and between ______________________ (hereinafter called the Customer), located at the address shown in the attached Application and Compliance Form, and Duke Energy Florida, Inc., a corporation organized and existing under the laws of the State of Florida (hereinafter called the Company).

WITNESSETH:

WHEREAS, the Customer has made a request to interconnect its renewable generation Tier 2 system(s), more than 10 kilowatts or less than or equal to 100 kilowatts in total, which is primarily intended to offset part or all of the customer’s electricity requirements, with the Company’s electric supply grid at the Customer’s presently metered location.

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

General Responsibilities of Both Parties:

1. The Customer certifies that the system’s hardware and its installation, operation and maintenance is in compliance and shall continue to comply with the applicable standards, codes and manufacturer’s instructions set forth in the Application and Compliance Form attached hereto and incorporated herein, and that all other information therein provided by the Customer is true and correct. The Customer shall notify the Company in writing of any changes to its system.

2. The Customer shall pay an application fee of $240 for this Tier 2 Customer-owned renewable generation system interconnection.

3. In order to commence the process for interconnection, the Customer shall provide the Company a completed application. Applications can be downloaded from the Company’s website: www.progress-energy.com/florida/home/renewable-energy/interconnect.page.

4. The Customer is responsible for the protection of its generation equipment, inverters, protection devices, and other system components from damage from the normal and abnormal operations that occur on the Company’s utility system in delivering and restoring system power; and is responsible for insuring that the equipment is inspected, maintained, and tested in accordance with the manufacturer’s instructions to insure that it is operating correctly and safely.

5. Customer-owned renewable generation shall be considered certified for interconnected operation if it has been submitted by a manufacturer to a nationally recognized testing and certification laboratory, and has been tested and listed by the laboratory for continuous interactive operation with an electric distribution system in compliance with the applicable codes and standards of IEEE 1547, IEEE 1547.1 and UL 1741.

6. Customer-owned renewable generation shall include a utility-interactive inverter, or other device certified pursuant to item 5 listed above, that performs the function of automatically isolating the Customer-owned generation equipment from the electric grid in the event the electric grid loses power.

7. The Customer agrees to provide Local Building Code Official inspection and certification of installation. The certification shall reflect that the local code official has inspected and certified that the installation was permitted, has been approved, and has met all electrical and mechanical qualifications.

8. The Company requires that the Customer maintain general liability insurance for personal injury and property damage in the amount of not less than one million dollars ($1,000,000) to the extent permitted by law. The Customer shall provide the Company proof of continuing insurance coverage on an annual basis. For government entities, the policy coverage shall not exceed the entity’s maximum liability established by law. Proof of self-insurance consistent with law shall satisfy this requirement.

9. The total capacity of the Customer generation system(s) does not exceed 90% of the rating of service currently provided to the customer (based on service size, transformer rating, etc.) and has a total gross power rating of greater than10kw up to 100kw.

(Continued on Next Page)
10. The Company may isolate the Customer’s system from the distribution grid using the manual disconnect switch without prior notice to the Customer. To the extent practical, however, prior notice shall be given. The system will be reconnected as soon as practical once the conditions causing the disconnection cease to exist. Conditions which may require the disconnection of the Customer’s system are:
   (a) Company utility system emergencies or maintenance requirements.
   (b) Hazardous conditions existing on the Company’s utility system due to the operation of the Customer’s generation or protective equipment as determined by the Company.
   (c) Adverse electrical effects (such as power quality problems) on the electrical equipment of the company’s other electric consumers caused by the Customer’s generation as determined by the Company.
   (d) Failure of the Customer to maintain the required insurance coverage.

In the event the Company disconnects the Customer’s system without prior notice, the Company will leave a doorknocker notifying the customer of the disconnection including an explanation of the conditions requiring such action.

11. The Customer, to the extent permitted by law without waiving or limiting any defenses of sovereign immunity, shall hold harmless and indemnify the Company for all loss to third parties resulting from the operation of the customer-owned renewable generation, except when the loss occurs due to the negligent actions of the Company. The Company shall hold harmless and indemnify the Customer for all loss to third parties resulting from the operation of the Company’s system, except when the loss occurs due to the negligent actions of the Customer. Nothing herein shall be intended to serve as a waiver of limitation of Customer’s sovereign immunity defenses as allowed by law.

12. Prior to connection and parallel operation of the Customer’s generation system with the Company’s electric system, the Customer shall provide 10 days notice and permit the Company, if it should so choose, to inspect the system and its component equipment and the documents necessary to insure compliance with various sections of this Agreement and to have personnel present on the in-service date of the Customer’s generation system equipment and protective apparatus.

13. In no event shall any statement, representation, or lack thereof, either express or implied, by the Company, relieve the Customer of exclusive responsibility for the Customer’s generation system. Specifically, any company inspection of the Customer’s system shall not be construed as confirming or endorsing the Customer’s system design or its operating or maintenance procedures nor as a warranty or guarantee as to the safety, reliability, or durability of the Customer’s equipment. The Company’s inspection, acceptance, or its failure to inspect shall not be deemed an endorsement of any of the Customer’s equipment or procedures.

14. The Company will install metering equipment on the Customer’s premises capable of measuring any excess kilowatt-hours produced by the Customer’s system and delivered to the Company’s electric system. The cost of the meter, installation, maintenance, and any costs of reading and billing associated with this meter equipment shall be borne by the Company. The value of such excess generation shall be reflected on the Customer’s bill based on the Company’s applicable net metering for customer-owned renewable generation tariff approved by the Florida Public Service Commission. This tariff can be found at the Company’s website – www.progress-energy.com/florida/home/renewable-energy/interconnect.page.

15. The Customer must install a manual AC load break disconnect switch at their expense which shall be mounted separate from, but adjacent to the Company’s meter socket. The Customer shall ensure that such disconnect switch shall remain readily accessible to the Company and be capable of being locked in the open position with a single Company utility lock.

16. On termination of services pursuant to this Agreement, the Company shall remove any additional metering equipment related to this Agreement. At the Customer’s expense, within 10 working days following the termination, the Customer shall permanently isolate the generation system and any associated equipment from the Company’s electric supply system, and notify the Company that the isolation is complete.

**Inspection and On-going Compliance:**

17. The Company will provide the Customer with as much notice as reasonably possible, either in writing, e-mail, facsimile or by phone as to when the Company may conduct inspections and/or document review. Upon reasonable notice, the Company shall have access to the Customer’s premises for any reasonable purpose in connection with the performance of the obligations imposed by this Interconnection Agreement or, if necessary, to meet the Company’s legal obligation to provide service to its Customers. At any time without notice in the event of emergency or hazardous conditions, the Company shall have access to the customers premise to operate the manual disconnect switch.

**Modifications/Additions to Customer-owned Renewable Generation:**

18. If the Customer-owned renewable generation system is subsequently modified in order to increase its Gross power rating, the Customer must notify the Company by submitting a new application specifying the modification at least thirty days prior to making the modification.
19. If the Customer adds another Customer-owned renewable generator system which i.) utilizes the same utility inter-active inverter for both systems; or ii.) utilizes a separate utility inter-active inverter for each system the Customer shall provide thirty days notice prior to installation.

20. In the event any Customer modifications or additions result in the input to any Company meter so as to qualify as a Tier 3 system, then all terms and condition, including appropriate notice, of the Interconnection Agreement for Tier 3 systems shall apply.

21. The Interconnection Agreement which applies in instances described in sections 18-20 above shall be determined by the maximum output of the generation system(s) which is connected to the Company’s meter. In all instances described in this section, the Customer shall submit a new application to the Company and shall enter into a new Interconnection Agreement.

Renewable Energy Credits:

22. The Customer shall retain any Renewable Energy Certificates produced by the Customer-owned renewable generation equipment; and any additional meters necessary for measuring the total renewable electricity generated for the purposes of receiving Renewable Energy Certificates shall be installed at the Customer’s expense, unless otherwise determined during negotiations for the sale of the Customer’s Renewable Energy Certificates to the Company.

Lease Agreements:

23. The Customer shall provide the Company a copy of the lease agreement, as applicable, for any and all leased interconnection equipment.

24. The Customer shall not enter into any lease agreement that results in the retail sale of electricity. Notwithstanding this restriction, in the event the Customer so enters such an agreement, the Customer may become subject to the Florida Public Service Commission’s jurisdiction and may be subject to various fines and penalties.

Assignment:

25. The Customer shall not have the right to assign its benefits or obligations under this Agreement without the Company’s prior written consent and such consent shall not be unreasonably withheld. The Company may require the assignee to sign a new copy of this Agreement, agreeing to all its requirements. The Customer shall notify the Company in writing prior to any such anticipated assignment.

26. An assignee to this Interconnection Agreement shall have the same rights, responsibilities and obligations as the assigning Party.

Entire Agreement:

27. In executing this Agreement, the Company does not, nor should it be construed to extend its credit or financial support for the benefit or any third parties lending money to or having other transactions with Customer or any assignee of this Agreement.


29. The Customer must execute this Interconnection Agreement and the Customer’s subsequent application submitted thereunder and return it to the Company at least thirty calendar days prior to beginning parallel operations.

30. This Agreement shall be governed by and construed and enforced in accordance with the laws, rules and regulations of the State of Florida and the Company’s Tariff as may be modified, changed, or amended from time to time.

(Continued on Next Page)
31. The Company’s tariff and associated technical terms and abbreviations, general rules and regulations and standard electric service requirements, as may be applicable, are incorporated by reference.

32. This Interconnection Agreement supersedes all previous agreements or representations, either written or oral, heretofore in effect between the Company and the Customer, made in respect to matters herein contained, and when duly executed, this Interconnection Agreement constitutes the entire agreement between Parties hereto.

33. For those Customers which are government entities, provisions within this agreement will apply to the extent the agency is not legally barred from executing such provisions by State or Federal law.

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

CUSTOMER

__________________________
Signature of Customer or Authorized Representative

__________________________
Signature of Company Representative

__________________________
Title of Authorized Representative

__________________________
Title of Company Representative

Customer Account Number____________________________
DUKE ENERGY FLORIDA, INC.  
STANDARD INTERCONNECTION AGREEMENT  
FOR TIER 3 CUSTOMER-OWNED RENEWABLE GENERATION SYSTEMS (>100kw, <= 2mw)  

THIS AGREEMENT is made this _____ day of __________, _____, by and between ______________________ (hereinafter called the Customer), located at the address shown in the attached Application and Compliance Form, and Duke Energy Florida, Inc., a corporation organized and existing under the laws of the State of Florida (hereinafter called the Company).

WITNESSETH:

WHEREAS, the Customer has made a request to interconnect its renewable generation Tier 3 system(s), more than 100 kilowatts or less than or equal to 2 megawatts in total, which is primarily intended to offset part or all of the customer’s electricity requirements, with the Company’s electric supply grid at the Customer’s presently metered location.

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

General Responsibilities of Both Parties:

1. The Customer certifies that the system’s hardware and its installation, operation and maintenance is in compliance and shall continue to comply with the applicable standards, codes and manufacturer’s instructions set forth in the Application and Compliance Form attached hereto and incorporated herein, and that all other information therein provided by the Customer is true and correct. The Customer shall notify the Company in writing of any changes to its system.

2. The Customer shall pay an application fee of $750 for this Tier 3 Customer-owned renewable generation system interconnection.

3. In order to commence the process for interconnection, the Customer shall provide the Company a completed application. Applications can be downloaded from the Company’s website: www.progress-energy.com/florida/home/renewable-energy/interconnect.page.

4. The Customer is responsible for the protection of its generation equipment, inverters, protection devices, and other system components from damage from the normal and abnormal operations that occur on the Company’s utility system in delivering and restoring system power; and is responsible for insuring that the equipment is inspected, maintained, and tested in accordance with the manufacturer’s instructions to insure that it is operating correctly and safely.

5. Customer-owned renewable generation shall be considered certified for interconnected operation if it has been submitted by a manufacturer to a nationally recognized testing and certification laboratory, and has been tested and listed by the laboratory for continuous interactive operation with an electric distribution system in compliance with the applicable codes and standards of IEEE 1547, IEEE 1547.1 and UL 1741. Customer-owned renewable generation shall include a utility-interactive inverter, or other device certified pursuant to item 5 listed above, that performs the function of automatically isolating the Customer-owned generation equipment from the electric grid in the event the electric grid loses power. The Customer agrees to provide Local Building Code Official inspection and certification of installation. The certification shall reflect that the local code official has inspected and certified that the installation was permitted, has been approved, and has met all electrical and mechanical qualifications.

6. The Company requires that the Customer maintain general liability insurance for personal injury and property damage in the amount of not less than two million dollars ($2,000,000). The Customer shall provide the Company proof of continuing insurance coverage on an annual basis to the extent permitted by law. For government entities, the policy coverage shall not exceed the entity’s maximum liability established by law. Proof of self-insurance consistent with law shall satisfy this requirement.

7. The total capacity of the Customer generation system(s) does not exceed 90% of the rating of service currently provided to the customer (based on service size, transformer rating, etc.) and has a total gross power rating of greater than 100kw up to 2mw.
8. The Company may isolate the Customer's system from the distribution grid using the manual disconnect switch without prior notice to the Customer. To the extent practical, however, prior notice shall be given. The system will be reconnected as soon as practical once the conditions causing the disconnection cease to exist. Conditions which may require the disconnection of the Customer's system are:

   (a) Company utility system emergencies or maintenance requirements.

   (b) Hazardous conditions existing on the Company's utility system due to the operation of the Customer's generation or protective equipment as determined by the Company.

   (c) Adverse electrical effects (such as power quality problems) on the electrical equipment of the company's other electric consumers caused by the Customer's generation as determined by the Company.

   (d) Failure of the Customer to maintain the required insurance coverage.

   In the event the Company disconnects the Customer's system without prior notice, the Company will leave a door hanger notifying the customer of the disconnection including an explanation of the conditions requiring such action.

9. The Customer, to the extent permitted by law without waiving or limiting any defenses of sovereign immunity, shall hold harmless and indemnify the Company for all loss to third parties resulting from the operation of the customer-owned renewable generation, except when the loss occurs due to the negligent actions of the Company. The Company shall hold harmless and indemnify the Customer for all loss to third parties resulting from the operation of the Customer's system, except when the loss occurs due to the negligent actions of the Customer. Nothing herein shall be intended to serve as a waiver of limitation of Customer's sovereign immunity defenses as allowed by law.

10. Prior to connection and parallel operation of the Customer's generation system with the Company's electric system, the Customer shall provide 10 days notice and permit the Company, if it should so choose, to inspect the system and its component equipment and the documents necessary to insure compliance with various sections of this Agreement and to have personnel present on the in-service date of the Customer's generation system equipment and protective apparatus.

11. In no event shall any statement, representation, or lack thereof, either express or implied, by the Company, relieve the Customer of exclusive responsibility for the Customer's generation system. Specifically, any company inspection of the Customer's system shall not be construed as confirming or endorsing the Customer's system design or its operating or maintenance procedures nor as a warranty or guarantee as to the safety, reliability, or durability of the Customer's equipment. The Company's inspection, acceptance, or its failure to inspect shall not be deemed an endorsement of any of the Customer's equipment or procedures.

12. The Company will install metering equipment on the Customer's premises capable of measuring any excess kilowatt-hours produced by the Customer's system and delivered to the Company's electric system. The cost of the meter, installation, maintenance, and any costs of reading and billing associated with this meter equipment shall be borne by the Company. The value of such excess generation shall be reflected on the Customer's bill based on the Company's applicable net metering for customer-owned renewable generation tariff approved by the Florida Public Service Commission. This tariff can be found at the Company's website – www.progress-energy.com/florida/home/renewable-energy/interconnect.page.

13. The Company must install a manual AC load break disconnect switch at their expense which shall be mounted separate from, but adjacent to the Company's meter socket. The Customer shall ensure that such disconnect switch shall remain readily accessible to the Company and capable of being locked in the open position with a single Company utility lock.

14. On termination of services pursuant to this Agreement, the Company shall remove any additional metering equipment related to this Agreement. At the Customer's expense, within 10 working days following the termination, the Customer shall permanently isolate the generation system and any associated equipment from the Company's electric supply system, and notify the Company that the isolation is complete.

Inspection and On-going Compliance:

15. The Company will provide the Customer with as much notice as reasonably possible, either in writing, e-mail, facsimile or by phone as to when the Company may conduct inspections and/or document review. Upon reasonable notice, the Company shall have access to the Customer's premises for any reasonable purpose in connection with the performance of the obligations imposed by this Interconnection Agreement or, if necessary, to meet the Company's legal obligation to provide service to its Customers. At any time without notice in the event of emergency or hazardous conditions, the Company shall have access to the customers premise to operate the manual disconnect switch.

Modifications/Additions to Customer-owned Renewable Generation:

16. If the Customer-owned renewable generation system is subsequently modified in order to increase its Gross power rating, the Customer must notify the Company by submitting a new application specifying the modification at least thirty days prior to making the modification.

(Continued on Next Page)
19. If the Customer adds another Customer-owned renewable generator system which i.) utilizes the same utility inter-active inverter for both systems; or ii.) utilizes a separate utility inter-active inverter for each system the Customer shall provide thirty days notice prior to installation.

20. In the event any Customer modifications or additions result in the input to any Company meter so as to exceed the limits of a Tier 3 system (capacity of more than 2 megawatts), then all terms and conditions of the net metering tariff no longer apply and the customer will be required to enter an agreement to sell all power to the Company at the As-Available and COG-1 tariff or the Standard Offer and COG-2 tariff.

21. The Interconnection Agreement which applies in instances described in sections 18-20 above shall be determined by the maximum output of the generation system(s) which is connected to the Company’s meter. In all instances described in this section, the Customer shall submit a new application to the Company and shall enter into a new Interconnection Agreement.

Renewable Energy Credits:

22. The Customer shall retain any Renewable Energy Certificates produced by the Customer-owned renewable generation equipment; and any additional meters necessary for measuring the total renewable electricity generated for the purposes of receiving Renewable Energy Certificates shall be installed at the Customer's expense, unless otherwise determined during negotiations for the sale of the Customer’s Renewable Energy Certificates to the Company.

Lease Agreements:

23. The Customer shall provide the Company a copy of the lease agreement, as applicable, for any and all leased interconnection equipment.

24. The Customer shall not enter into any lease agreement that results in the retail sale of electricity. Notwithstanding this restriction, in the event the Customer so enters such an agreement, the Customer may become subject to the Florida Public Service Commission’s jurisdiction and may be subject to various fines and penalties.

Assignment:

25. The Customer shall not have the right to assign its benefits or obligations under this Agreement without the Company’s prior written consent and such consent shall not be unreasonably withheld. The Company may require the assignee to sign a new copy of this Agreement, agreeing to all its requirements. The Customer shall notify the Company in writing prior to any such anticipated assignment.

26. An assignee to this Interconnection Agreement shall have the same rights, responsibilities and obligations as the assigning Party.

Entire Agreement:

27. In executing this Agreement, the Company does not, nor should it be construed to extend its credit or financial support for the benefit or any third parties lending money to or having other transactions with Customer or any assignee of this Agreement.


29. The Customer must execute this Interconnection Agreement and the Customer’s subsequent application submitted thereunder and return it to the Company at least thirty calendar days prior to beginning parallel operations.

30. This Agreement shall be governed by and construed and enforced in accordance with the laws, rules and regulations of the State of Florida and the Company’s Tariff as may be modified, changed, or amended from time to time.

(Continued on Next Page)
31. The Company’s tariff and associated technical terms and abbreviations, general rules and regulations and standard electric service requirements, as may be applicable, are incorporated by reference.

32. This Interconnection Agreement supersedes all previous agreements or representations, either written or oral, heretofore in effect between the Company and the Customer, made in respect to matters herein contained, and when duly executed, this Interconnection Agreement constitutes the entire agreement between Parties hereto.

33. For those Customers which are government entities, provisions within this agreement will apply to the extent the agency is not legally barred from executing such provisions by State or Federal law.

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

CUSTOMER

____________________________
Signature of Customer or Authorized Representative

____________________________
Title of Authorized Representative

____________________________
Customer Account Number

COMPANY

____________________________
Signature of Company Representative

____________________________
Title of Company Representative
INTERCONNECTION OF CUSTOMER-OWNED RENEWABLE GENERATION SYSTEMS
TO DUKE ENERGY FLORIDA, INC. ELECTRIC GRID
APPLICATION AND COMPLIANCE FORM
FOR TIER 2 and 3 SYSTEMS (greater than 10 KW)

Parts A & B to be Completed upon Initial Application

A. Applicant Information

<table>
<thead>
<tr>
<th>Name:</th>
<th>DEF Account No.:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Mailing Address:</td>
<td></td>
</tr>
<tr>
<td>City:</td>
<td>Zip Code:</td>
</tr>
<tr>
<td>Street Address (if different):</td>
<td></td>
</tr>
<tr>
<td>Daytime Phone:</td>
<td>Fax:</td>
</tr>
<tr>
<td>Email:</td>
<td></td>
</tr>
</tbody>
</table>

B. System Information

System 1 Information (please check): Wind_____ Solar_____ Other(please state type) _____________________

<table>
<thead>
<tr>
<th>System Name/Model:</th>
<th>System Capacity: ________watts (DC)</th>
</tr>
</thead>
<tbody>
<tr>
<td>List Manufacturer/Model for:</td>
<td></td>
</tr>
<tr>
<td>Generator/modules:</td>
<td>Inverter:</td>
</tr>
<tr>
<td>Batteries □ Yes □ No</td>
<td></td>
</tr>
<tr>
<td>Total Battery Capacity kW DC:_________ Manufacturer names and Model #: ____________________________</td>
<td></td>
</tr>
<tr>
<td>System Location:</td>
<td>Inverter Location:</td>
</tr>
<tr>
<td>Permission to monitor?</td>
<td>□ Yes □ No</td>
</tr>
</tbody>
</table>

System 2 Information (please check): Wind_____ Solar_____ Other(please state type) _____________________

<table>
<thead>
<tr>
<th>System Name/Model:</th>
<th>System Capacity: ________watts (DC)</th>
</tr>
</thead>
<tbody>
<tr>
<td>List Manufacturer/Model for:</td>
<td></td>
</tr>
<tr>
<td>Generator/modules:</td>
<td>Inverter:</td>
</tr>
<tr>
<td>Batteries □ Yes □ No</td>
<td></td>
</tr>
<tr>
<td>Total Battery Capacity kW DC:_________ Manufacturer names and Model #: ____________________________</td>
<td></td>
</tr>
<tr>
<td>System Location:</td>
<td>Inverter Location:</td>
</tr>
<tr>
<td>Permission to monitor?</td>
<td>□ Yes □ No</td>
</tr>
</tbody>
</table>

Parts C –G To be Completed upon Final Compliance

C. Installation Contractor Information

<table>
<thead>
<tr>
<th>Installation Contractor:</th>
<th>FL License No.:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Address:</td>
<td></td>
</tr>
<tr>
<td>City:</td>
<td>Zip Code:</td>
</tr>
<tr>
<td>Daytime Phone:</td>
<td>Fax:</td>
</tr>
<tr>
<td>Email:</td>
<td></td>
</tr>
<tr>
<td>Proposed Installation Date:</td>
<td></td>
</tr>
</tbody>
</table>

D. Hardware and Installation Compliance

1. The system hardware is in compliance with Underwriters Laboratories (UL) 1741, and IEEE 1547 standards for utility interconnected inverters.

Signed (Contractor): ___________________________ Date: ____________
Name (Print): ___________________________ Company: ___________________________

E. Owner Acknowledgment

The system has been installed to my satisfaction and I have been given system warranty information, and an operation manual. Also, I have been thoroughly instructed in the operation and maintenance of the system.

Signed (Owner): ___________________________ Date: ____________

F. Electrical Code Inspection

Satisfies Code Requirements
Inspector Name (Print): ___________________________ Date: ____________
Inspector Signature: ___________________________ Date: ____________

G. Duke Energy Florida, Inc. Approval

Satisfies DEF Interconnection Requirements
DEF Representative Name (Print): ___________________________ Phone: ___________________________ Date: ____________
DEF Representative Signature: ___________________________ Date: ____________
DUKE ENERGY FLORIDA, INC.
ECONOMIC DEVELOPMENT RIDER

Service Agreement

For a New Establishment or an Existing Establishment with Expanding Load

________________________________________
CUSTOMER NAME

________________________________________  _________________________________
ADDRESS     TYPE OF BUSINESS

The Customer hereto agrees as follows:

1. To create ___________ full-time jobs or new capital investment of $ _____________________ and a net increase of full-time jobs.

2. That the quantity of new or expanded load shall be ____________ KW of demand with a ___________ % load factor.

3. Type of business and expected hours of operation are ________________________________
   ________________________________.

4. To initiate service under this rider on ________________, ________, and terminate service under this rider on ________________, ________. This shall constitute a period of 5 years.

5. In case of early termination by the Customer, or an early discontinuation by the Company for a violation of the terms and conditions of this rider, the Customer shall be required to repay Duke Energy Florida, Inc. the cumulative discounts received to date under this rider plus interest.

6. If a change in ownership occurs after the Customer contracts for service under this rider, the successor Customer may be allowed to fulfill the balance of the contract under rider ED-1 and continue the schedule of rate reductions.

7. All terms of Rate Schedule ED-1, Economic Development Rider, apply to this agreement and are incorporated by reference herein.

By signing below, I hereby attest that the availability of this rider is a significant factor in this Customer’s location / expansion decision.

Signed: _______________________________  Accepted by: __________________________

Printed Name: __________________________  Printed Name:__________________________

Title: __________________________________  Title: _________________________________

ISSUED BY:  Javier J. Portuondo, Director, Rates & Regulatory Strategy - FL
EFFECTIVE:  September 13, 2016

ECON DEV
DUKE ENERGY FLORIDA, INC.
ECONOMIC RE-DEVELOPMENT RIDER
Service Agreement

For new load established at existing Company premise location that has been vacant for at least 90 days

________________________________________  _________________________________
CUSTOMER NAME     ADDRESS     TYPE OF BUSINESS

The Customer hereto agrees as follows:

1. To establish service at a currently vacant Company premise location and create ___________ full-time jobs or new capital investment of $ ________________________ and a net increase of full-time jobs.

2. That the quantity of new or expanded load shall be ____________ KW of demand with a ____________ % load factor.

3. Type of business and expected hours of operation are ____________________________________________________________.

4. The Company premise location for the new or expanded load has been vacant for at least 90 days.

5. The Customer load will be served with existing facilities or the Customer may be subject to contribution in aid to construction, construction advances or equipment rental charges as may be applicable in accordance with the Company’s Rules and Regulations.

6. To initiate service under this rider on ________________, __________, and terminate service under this rider on ________________, __________. This shall constitute a period of 5 years.

7. In case of early termination by the Customer, or an early discontinuation by the Company for a violation of the terms and conditions of this rider, the Customer shall be required to repay Duke Energy Florida, Inc the cumulative discounts received to date under this rider plus interest.

8. If a change in ownership occurs after the Customer contracts for service under this rider, the successor Customer may be allowed to fulfill the balance of the contract under Rider EDR-1 and continue the schedule of rate reductions.

9. All terms of Rate Schedule EDR-1, Economic Re-Development Rider, apply to this agreement and are incorporated by reference herein.

By signing below, I hereby attest that the availability of this rider is a significant factor in this Customer’s location / expansion decision and Customer has no affiliation with the previous occupant of the premise.

Signed: _______________________________  Accepted by: __________________________
Printed Name:__________________________  Printed Name:__________________________
Title: _________________________________  Title: _________________________________
Date: ________________________________  Date: ________________________________

ISSUED BY: Javier J. Portuondo, Director, Rates & Regulatory Strategy - FL
EFFECTIVE: September 13, 2016